

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, July 17, 2012

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the June 4, 5, and 12, 2012, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA****VI.-1 2012-0946**

Adopt the July 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: Proposed Amendments July 2012
 executed RES 2012-54 Proposed Amendments July 2012

VI.-2 2012-0948

Adopt a Resolution authorizing Requisition No. 5 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Bond Requisition No.5
 Executed Resol. 2012-55

VI.-3 2012-0925

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to B.P. Rex Closures, LLC for a period not to exceed ten (10) years, commencing December 31, 2011 and ending on December 31, 2021, with a total true value of \$3,123,949.00 or the amount approved by Mississippi Tax Commission.

Attachments: Resol. BP Rex Closures
 BP Rexam
 Executed BP RES 2012-56

VI.-4 2012-0926

Adopt a Resolution granting the requested ad valorem tax exemption to The Coca-Cola Company (d/b/a Coca-Cola North America, CCNA) for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a true value of \$423,439.00 or the amount approved by State Tax Commission.

Attachments:Resol. Coca-ColaCoca ColaExecuted Resolution2012-57**VI.-5** 2012-0927

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$10,470,470.00 or the amount approved by Mississippi Tax Commission.

Attachments:Resol. KohlerKohler CoExecuted Resol 2012-58**VI.-6** 2012-0928

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of 684,886.00 or the amount approved by Mississippi Tax Commission.

Attachments:Resol. Ms Tankexecuted Resol 2012-59 Ms TankMs Tank Co

VI.-7 2012-0929

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to SPG Holdings, LLC (d/b/a Hattiesburg Paper), for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$855,207.00 or the amount approved by Mississippi Tax Commission.

Attachments: Resol. H'bg Paper
 H'burg Paper Co
 Executed Resolution 2012-60

VI.-8 2012-0930

Adopt a Reolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Corporation, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with true value of \$3,051,552.00 or the amount approved by Mississippi Tax Commission.

Attachments: Resol. Western Container
 Western Container
 Executed resolution 2012-61

VI.-9 2012-0931

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$817,126.00 or the amount approved by Mississippi Tax Commission.

Attachments: Resolu. Zeon Chemcials
 ADP Memo
 Executed Reolsution 2012-62

VI.-10 2012-0944

Acknowledge receipt of interest rate quotes to provide lease-purchase financing of police cars and certain installed equipment for the City of Hattiesburg and accept the quote of Trustmark National Bank; authorize Mayor to execute necessary lease-purchase financing documents.

Attachments: Lease Purchase Financing Quotes
Executed Resol. 2012-63
Executed lease agreement

VI.-11 2012-0950

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 26 in the amount of \$104,885.76 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Attachments: Request for Cash No 26

VI.-12 2012-0951

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 2 in the amount of \$16,402.24 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Attachments: Request for Cash No 2

VI.-13 2012-0945

Accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 26, 2012 for the Bobby L Chain Municipal Airport Drainage & Safety Improvements Project identified as Project Number 3-28-0031-019-2012 in the amount of \$750,000.00; authorize Mayor to execute four (4) originals of Grant Agreement.

Attachments: Grant Agreement
Grant Terms & Conditions 2012
Executed grant agreement

VI.-14 2012-0936

Authorize the Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, at a total cost of 1,728.00.

Attachments: State Fire Academy Contract 2012
 State Fire Contract Sign Sheet 2012
 Executed MSFA agreement

VI.-15 2012-0960

Authorize the relocation of equipment (receipt of equipment by the City of Hattiesburg and transfer of equipment to other jurisdictions) within MS Taskforce III (Homeland Security response team).

Attachments: MS Taskforce III equipment relocation

VI.-16 2012-0933

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Velma Perkins of 111 Coleman Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Attachments: COHCD Contractor & V. Perkins Agreement 07.09.12
 Grant Agreement - V. Perkins (\$10K-) 07.09.12
 Executed. V Perkins

VI.-17 2012-0963

Approve Revised Memorandum of Understanding (MOU) between the City and MDOT for Improvements to 4th Street, including but not limited to, widening and resurfacing from 25th Avenue to Hutchinson Avenue (Project No. HPP-8750-00(003) LPA 104873-801000); Authorize Mayor to execute in duplicate.

Attachments: MOU 4th Street Earmark 104873 - Revised

VII. ROUTINE AGENDA**VII.-1** 2012-0953

Authorize renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/12 and ending 9/30/13.

Attachments: MetLife

VII.-2 2012-0952

Authorize renewal of employee paid vision insurance with United Healthcare Specialty Benefits for a period beginning 10/1/12 and ending 9/30/14.

Attachments: United Healthcare

VII.-3 2012-0961

Acknowledge receipt of Letters of Understanding from Nicholson & Company, P.A., to serve as Auditors for the City of Hattiesburg and the City of Hattiesburg's Water & Sewer System for the Fiscal Year ending September 30, 2012; authorize Council President to execute duplicate originals of Letters of Understanding for same.

Attachments: 2012 Auditors Agreement
executed 2012 Auditors Agreement

VII.-4 2012-0905

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

Parcel 2-028J-08-327.00	Deed	Troy E Hinton and Peggy Byrd Hinton
Parcel 2-028I-08-243.00	Deed	George F Trotter and Jeanne C Trotter
Parcel 2-028I-08-243.00	Easement	George F. Trotter and Jeanne C Trotter
Parcel 2-028J-08-010.00	Deed	James R Wilson
Parcel 2-028J-08-010.00	Easement	James R Wilson
Parcel 2-028J-08-125.00	Easement	EBG Enterprises, LLC
Parcel 2-029L-09-027.00	Deed	The Fokakis Family Trust
Parcel 2-029L-09-027.00	Easement	The Fokakis Family Trust
Parcel 2-029L-09-028.00	Easement	The Fokakis Family Trust
Parcel 2-029L-09-035.00	Easement	The Fokakis Family Trust
Parcel 2-028I-08-240.00	Deed	Joseph E Hinton & Mildred D Hinton
Parcel 2-028I-08-240.00	Easement	Joseph E Hinton & Mildred D Hinton
Parcel 2-028I-08-170.00	Deed	James Jason Jacob, LLC
Parcel 2-028I-08-170.00	Easement	James Jason Jacob, LLC
Parcel 2-028J-08-324.00	Deed	Robert E Neblett & Jimmie Faye Neblett
Parcel 2-029L-09-038.00	Easement	University Assembly of God
Parcel 2-029L-09-039.00	Easement	University Assembly of God
Parcel 2-028J-08-016.00	Deed	James E Ward & Waynette D Ward
Parcel 2-028J-08-016.00	Easement	James E Ward & Waynette D Ward

Attachments: Recorded Deeds 2

VII.-5 2012-0943

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase II, project No. HPP-7194-00-(003) LPA 105845-801000, as listed below:

Parcel	Deed/Easement	Name
Parcel 2-029E-04-110.00 Keith Brackett	Deed	David Aaron Brackett & Gregory
Parcel 2-029E-04-110.00 Keith Brackett	Easement	David Aaron Brackett & Gregory
Parcel 2-029E-04-112.00	Deed	Charles Hampton Cook, Sr.
Parcel 2-029E-04-113.00	Deed	Hamp Cook
Parcel 2-029E-04-114.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-115.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-116.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-117.00	Deed	Joel E Smith
Parcel 2-029E-04-118.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-119.00	Deed	Glyness L Keith
Parcel 2-029E-04-120.00 Rheanne Kolinsky Craft	Deed	Nicholas John Kolinsky &
Parcel 2-029E-04-121.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-123.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-124.00	Deed	DHT Land & Development, LLC
Parcel 2-029E-04-124.00	Easement	DHT Land & Development, LLC
Parcel 2-029E-04-125.00	Deed	DHT Land & Development, LLC
Parcel 2-029E-04-125.00	Easement	DHT Land & Development, LLC
Parcel 2-029L-09-023.00	Easement	Joel E Smith & Nita S Smith
Parcel 2-029L-09-018.00	Deed	Garry Loper
Parcel 2-029L-09-018.00	Easement	Garry Loper
Parcel 2-029L-09-018.00	Partial Release	Garry Loper
Parcel 2-029L-09-001.0	Deed	Willie T Barnes
Parcel 2-029L-09-001.0	Easement	Willie T Barnes
Parcel 2-029K-09-030.00	Easement	Frances Priscilla Turner
Parcel 2-029J-10-090.00	Deed	Pecanwood Investments, LP
Parcel 2-029J-10-090.00	Easement	Pecanwood Investments, LP

Attachments: Recorded Deeds 3

VII.-6 2012-0940

Acknowledge Delivery of Vehicle Approved for Purchase at Minute Book #2012-1/88; Reject Vehicle due to Not Meeting the City's Approved Specifications

Attachments: 07-17-Reject Construction Truck-Country Ford.pdf

VII.-7 2012-0947

Approve the plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Attachments: Advertisement for Bids
1273S002 Specs
1273S002 Plans stamped
executed Advisement for Bids

VII.-8 2012-0924

Acknowledge receipt of Privilege License Report for month of June, 2012.

Attachments: PL rep June 2012

VII.-9 2012-0922

Approve the City's purchase of one (1) grave space located in the West Half (W1/2) of the Northeast Quarter (NE 1/4), Lot 122, Section 1, South Hill Cemetery, recorded at MB 1992-1/94 in the amount of \$150.00 from Willie Pearl Hosey, and authorize a manual check for the same.

Attachments: Grave space.Hosey
executed Grave space.Hosey

VII.-10 2012-0938

Approve sale of graves per attached memo.

Attachments: Grave sales for June
executed Grave sales for June

VII.-11 2012-0937

Acknowledge proof of publication for the month of June, 2012.

Attachments: Proof of Pub.June

VII.-12 2012-0942

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

Attachments: MEMORANDUM-Manual Checks-HOME
HOME Supporting Docs

VII.-13 2012-0941

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

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

VII.-14 2012-0939

Approve Claims Docket for a period ending July 13, 2012.

Attachments: Claims Docket
 ADDENDUM 7.17.12



City of Hattiesburg, MS

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

Master

File Number: 2012-0946

File ID: 2012-0946

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: July 17, 2012 Budget Amendments

Final Action: 07/17/2012

Minute Book Number: MB2012-1/242

Title:

Adopt the July 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: Proposed Amendments July 2012, executed RES 2012-54 Proposed Amendments July 2012

Enactment Number:

Contact: Connie Everett

Meeting Date: 07/17/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Adopt the July 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
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 2012-0946

Title

Adopt the July 17, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO : Mayor DuPree; Members of City Council
FROM : Connie Everett, CFO 
DATE : July 17, 2012
SUBJECT : Proposed Budget Amendments

Below is a compilation of proposed amendments for the FY 2012 fiscal year. General Fund amendments are shown as an adjustment to the budgeted ending cash:

Current budgeted ending cash		\$2,136,592
Revenues:		
Federal grants-NRCS drainage project	32,000	
Adjust beginning cash budget to actual	538,088	
Expenditures:		
Police – Alcohol grant	-2,000	
Fire – adjust budget for fire station final costs	-8,834	
Code Enforcement – budget for vehicle repair	-2,500	
Public Safety Contractual Services – prisoner medical	-30,000	
Engineering – engineering services for various projects	-150,000	
Drainage – NRCS drainage project	-40,000	
Transfers to Recreation and Airport Improvement	<u>-205,000</u>	
Amended budgeted ending cash		\$2,268,346

Amendments to other funds are as follows:

Parks & Recreation – adjust for zoo contribution paid in arrears	\$60,483
Water & Sewer O & M Fund – move budget from unfilled positions and additional unbudgeted revenue to cover water & sewer repairs	\$87,000
Airport Improvement Fund – increase budget for approved grant	\$826,286
Water & Sewer Construction Fund – adjust grant revenue and revenue from operations for various projects	\$278,828

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$58,000	\$111,582	\$169,582	Adjust budget for grant allocation

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Enforcement Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$51,775	\$9,297	\$61,072	Adjust budget for vehicle repairs

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Contractual Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,388,000	\$261,445	\$1,649,445	Adjust budget for prisoner housing and medical costs

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,143,855	\$371,380	\$3,515,235	Adjust budget for generator repairs, vehicle repairs, and engineering costs

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,486,816	\$480,000	\$3,966,816	Increase transfers to other funds to cover operating costs

Section 6. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Operation & Maintenance Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,409,405	\$1,244,559	\$4,653,964	Increase budget for water & sewer repairs

Section 7. That the following budget amendments are hereby authorized to be made in the City's Bond & Interest Fund Principal Payments Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,489,600	\$1,170,245	\$4,659,845	Increase budget to repay principal on debt

Section 8. That the following budget amendments are hereby authorized to be made in the City's Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$549,000	\$920,482	\$1,469,482	Adjust budget for capital improvements to airport

Section 9. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,215,000	\$306,500	\$1,521,500	Adjust budget for paving costs and engineering costs on capital projects

Section 10. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,450,000	\$7,348,918	\$9,798,918	Budget additional revenue and grant allocations for capital projects

Section 11. That the following budget amendments are hereby authorized to be made in the City's Series 2008 G.O. Note Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$110	\$110	Transfer interest earned to debt service fund

Section 12. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson _____, seconded by Councilperson _____, and was adopted by the following, to wit;

YEAS:

NAYS:

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
<u>Revenues & Beg. Cash Balance:</u>											
Taxes -Other	\$24,000		\$24,000		\$24,000		\$24,000		\$24,000		\$24,000
Licenses & Permits	4,441,600		4,441,600		4,441,600		4,441,600		4,441,600		4,441,600
Intergovernmental Revenues:							\$0		\$0		\$0
Federal	1,062,623		1,062,623	57,006	\$1,119,629	\$2,139,840	\$3,259,469	7,285	\$3,266,754	32,000	\$3,298,754
State	821,383		821,383	-98,976	\$722,407	\$86,869	\$809,276		\$809,276		\$809,276
State-Shared	20,355,953	50,000	20,405,953		\$20,405,953		\$20,405,953		\$20,405,953		\$20,405,953
County/City Shared	120,000		120,000	17,000	\$137,000	\$10,000	\$147,000		\$147,000		\$147,000
Charges for Services:					\$0		\$0		\$0		\$0
Public Safety	165,000		165,000		\$165,000	\$25,000	\$190,000		\$190,000		\$190,000
Streets	11,130		11,130		\$11,130		\$11,130		\$11,130		\$11,130
Sanitation	2,220,000		2,220,000		\$2,220,000		\$2,220,000		\$2,220,000		\$2,220,000
Misc.	0		0		\$0		\$0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	236,500		236,500		\$236,500	\$30,000	\$266,500		\$266,500		\$266,500
Transfers-In	665,840		665,840		\$665,840		\$665,840		\$665,840		\$665,840
Non-Revenue Receipts	2,326,000		2,326,000		\$2,326,000		\$2,326,000		\$2,326,000		\$2,326,000
TOTAL REVENUES EXCLUSIVE OF											
PROPERTY TAXES	\$34,052,029	\$50,000	\$34,102,029	-\$24,970	\$34,077,059	\$2,291,709	\$36,368,768	\$7,285	\$36,376,053	\$32,000	\$36,408,053
Beg. Fund Balance	2,550,000	449,600	2,999,600	207,742	\$3,207,342	\$356,007	3,563,349	583,266	4,146,615	538,088	4,684,703
Property Tax Levy	11,800,000	0	11,800,000		\$11,800,000		11,800,000		11,800,000		11,800,000
TOTAL AVAIL. REVENUES	\$48,402,029	\$499,600	\$48,901,629	\$182,772	\$49,084,401	\$2,647,716	\$51,732,117	\$590,551	\$52,322,668	\$570,088	\$52,892,756

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council											
Personnel	\$187,045		\$187,045		\$187,045		187,045		187,045		187,045
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400		3,400
Other Services & Charges	121,115	7,234	128,349		\$128,349	\$874	129,223		129,223		129,223
Capital Outlays	0	69,341	69,341		\$69,341		69,341		69,341		69,341
Total - City Council	\$311,560	\$76,575	\$388,135	\$0	\$388,135	\$874	\$389,009	0	\$389,009	0	\$389,009
City Court											
Personnel	\$934,851		\$934,851		\$934,851	-\$7,104	927,747		927,747		927,747
Supplies & Expenses	11,915		11,915		\$11,915		11,915		11,915		11,915
Other Services & Charges	131,326		131,326		\$131,326	\$189,174	320,500	2,000	322,500		322,500
Capital Outlays	0		0		\$0		0		0		0
Total - City Court	\$1,078,092	\$0	\$1,078,092	\$0	\$1,078,092	\$182,070	\$1,260,162	2,000	\$1,262,162	0	\$1,262,162
Mayor/Admin.											
Personnel	\$523,398		\$523,398		\$523,398		523,398		523,398		523,398
Supplies & Expenses	12,000		12,000		\$12,000	\$900	12,900		12,900		12,900
Other Services & Charges	105,600	1,355	106,955		\$106,955		106,955		106,955		106,955
Capital Outlays	0		0		\$0		0		0		0
Total - Mayor/Admin.	\$640,998	\$1,355	\$642,353	\$0	\$642,353	\$900	\$643,253	0	\$643,253	0	\$643,253
Elections											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0
Capital Outlays	0		0		\$0		0		0		0
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0
Muni. Clerk											
Personnel	\$143,049		\$143,049		\$143,049		\$143,049		\$143,049		\$143,049
Supplies & Expenses	3,800		3,800		\$3,800		3,800		3,800		3,800
Other Services & Charges	34,695		34,695		\$34,695		34,695	3,000	37,695		37,695
Capital Outlays	0		0		\$0		0		0		0
Total - Muni Clerk	\$181,544	\$0	\$181,544	\$0	\$181,544	\$0	\$181,544	3,000	\$184,544	0	\$184,544
Accounting											
Personnel	\$261,744		\$261,744		\$261,744		\$261,744		\$261,744		\$261,744
Supplies & Expenses	6,855		6,855		\$6,855		6,855		6,855		6,855
Other Services & Charges	2,075		2,075		\$2,075		2,075		2,075		2,075
Capital Outlays	0		0		\$0		0		0		0
Total - Accounting	\$270,674	\$0	\$270,674	\$0	\$270,674	\$0	\$270,674	0	\$270,674	0	\$270,674
Purchasing											
Personnel	\$128,577		\$128,577		\$128,577		\$128,577		\$128,577		\$128,577
Supplies & Expenses	6,628		6,628		\$6,628		6,628		6,628		6,628
Other Services & Charges	900		900		\$900		900		900		900
Capital Outlays	0		0		\$0		0		0		0
Total - Purchasing	\$136,105	\$0	\$136,105	\$0	\$136,105	\$0	\$136,105	0	\$136,105	0	\$136,105
City Attorney											
Personnel	\$92,097		\$92,097		\$92,097		\$92,097		\$92,097		\$92,097
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500		18,500		18,500
Capital Outlays	0		0		\$0		0		0		0
Total - City Attorney	\$110,597	\$0	\$110,597	\$0	\$110,597	\$0	\$110,597	0	\$110,597	0	\$110,597
Human Resources											
Personnel	\$189,524		\$189,524		\$189,524		\$189,524		\$189,524		\$189,524
Supplies & Expenses	8,920		8,920		\$8,920		8,920		8,920		8,920
Other Services & Charges	3,820		3,820		\$3,820		3,820		3,820		3,820

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Capital Outlays	0		0		\$0		0		0		0
Total - Human Resources	\$202,264	\$0	\$202,264	\$0	\$202,264	\$0	\$202,264	0	\$202,264	0	\$202,264
Loss Control											
Personnel	\$101,112		\$101,112		\$101,112		\$101,112		\$101,112		\$101,112
Supplies & Expenses	5,505	263	5,768		5,768		5,768		5,768		5,768
Other Services & Charges	4,845		4,845		\$4,845		4,845		4,845		4,845
Capital Outlays	0		0		\$0		0		0		0
Total - Loss Control	\$111,462	\$263	\$111,725	\$0	\$111,725	\$0	\$111,725	0	\$111,725	0	\$111,725
Urban Development											
Personnel	\$461,055		\$461,055	\$7,706	\$468,761		\$468,761		\$468,761		\$468,761
Supplies & Expenses	27,635	95	27,730	1,500	\$29,230		29,230		29,230		29,230
Other Services & Charges	296,205		296,205	148,500	\$444,705		444,705	1,740	446,445		446,445
Capital Outlays	21,000		21,000		\$21,000		21,000		21,000		21,000
Total - Urban Dev.	\$805,895	\$95	\$805,990	\$157,706	\$963,696	\$0	\$963,696	1,740	\$965,436	0	\$965,436
Information Systems											
Personnel	\$388,284		\$388,284		\$388,284		\$388,284		\$388,284		\$388,284
Supplies & Expenses	49,250		49,250		\$49,250	\$250	49,500		49,500		49,500
Other Services & Charges	217,550		217,550		\$217,550		217,550	10,000	227,550		227,550
Capital Outlays	170,000		170,000		\$170,000	\$17,500	187,500		187,500		187,500
Total - Inf. Systems	\$825,084	\$0	\$825,084	\$0	\$825,084	\$17,750	\$842,834	10,000	\$852,834	0	\$852,834
Gen. Gov't Building											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	32,485		32,485		\$32,485		32,485		32,485		32,485
Other Services & Charges	124,833		124,833		\$124,833		124,833		124,833		124,833
Capital Outlays	0		0		\$0		0		0		0
Total - Gen. Gov't Building	\$157,318	\$0	\$157,318	\$0	\$157,318	\$0	\$157,318	0	\$157,318	0	\$157,318
Intermodal Facility (Depot) O & M:											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	13,000		13,000		\$13,000		13,000		13,000		13,000
Other Services & Charges	66,340		66,340		\$66,340		66,340		66,340		66,340
Capital Outlays	0		0		\$0		0		0		0
Total - Depot O & M	\$79,340	\$0	\$79,340	\$0	\$79,340	\$0	\$79,340	0	\$79,340	0	\$79,340
Metro Planning											
Personnel	\$201,371		\$201,371		\$201,371		\$201,371		\$201,371		\$201,371
Supplies & Expenses	4,950		4,950	2,250	\$7,200		7,200		7,200		7,200
Other Services & Charges	58,850	50,000	108,850	9,400	\$118,250		118,250		118,250		118,250
Capital Outlays	0		0	1,800	\$1,800		1,800		1,800		1,800
Total - Metro Planning	\$265,171	\$50,000	\$315,171	\$13,450	\$328,621	\$0	\$328,621	0	\$328,621	0	\$328,621
Gen. Gov't Insurance/Other serv.											
Personnel	\$5,760		\$5,760		\$5,760		\$5,760		\$5,760		\$5,760
Supplies & Expenses	2,400		2,400		\$2,400		2,400		2,400		2,400
Other Services & Charges	1,644,900		1,644,900	-75,000	\$1,569,900	\$50,000	1,619,900	30,000	1,649,900		1,649,900
Capital Outlays	0		0		\$0		0		0		0
Total - Gen. Gov't Insur/other Serv.	\$1,653,060	\$0	\$1,653,060	-\$75,000	\$1,578,060	\$50,000	\$1,628,060	30,000	\$1,658,060	0	\$1,658,060
Federal Programs Administration											
Personnel	\$129,156		129,156		\$129,156		129,156	5,280	134,436		134,436
Supplies	8,550	\$500	9,050		\$9,050	\$750	9,800	100	9,900		9,900
Other Services & Charges	9,194		9,194		\$9,194		9,194	60	9,254		9,254
Capital Outlay	342,825		342,825	-\$209,759	\$133,066		133,066		133,066		133,066
Total - Federal Programs Admin.	\$489,725	\$500	\$490,225	-\$209,759	\$280,466	\$750	\$281,216	\$5,440	\$286,656	\$0	\$286,656
Recap - General Government Cost Centers											
Personnel	\$3,747,023	\$0	\$3,747,023	\$7,706	\$3,754,729	-\$7,104	\$3,747,625	\$5,280	\$3,752,905	\$0	\$3,752,905
Supplies & Expenses	\$197,293	\$858	\$198,151	\$3,750	\$201,901	\$1,900	\$203,801	\$100	\$203,901	\$0	\$203,901
Other Services & Charges	\$2,840,748	\$58,589	\$2,899,337	\$82,900	\$2,982,237	\$240,048	\$3,222,285	\$46,800	\$3,269,085	\$0	\$3,269,085
Capital Outlays	\$533,825	\$69,341	\$603,166	-\$207,959	\$395,207	\$17,500	\$412,707	\$0	\$412,707	\$0	\$412,707
Total - Gen. Government	\$7,318,889	\$128,788	\$7,447,677	-\$113,603	\$7,334,074	\$252,344	\$7,586,418	\$52,180	\$7,638,598	0	\$7,638,598
Police											
Personnel	\$8,901,571		\$8,901,571		\$8,901,571	\$5,170	\$8,906,741		\$8,906,741		\$8,906,741
Supplies & Expenses	700,033	26,533	726,566	7,850	\$734,416	\$21,753	756,169	58,000	814,169		814,169
Other Services & Charges	500,161	10,800	510,961	6,440	\$517,401	-\$12,383	505,018	15,000	520,018	2,000	522,018
Capital Outlays	991,050	197,073	1,188,123	103,528	\$1,291,651	-\$730	1,290,921	60,967	1,351,888		1,351,888
Total - Police	\$11,092,815	\$234,406	\$11,327,221	\$117,818	\$11,445,039	\$13,810	\$11,458,849	133,967	\$11,592,816	2,000	\$11,594,816
Police & Fire Training											
Personnel	\$31,470		\$31,470		\$31,470		\$31,470		\$31,470		\$31,470
Supplies & Expenses	139,513	13,267	152,780		\$152,780	-\$4,802	147,978		147,978		147,978
Other Services & Charges	132,512	7,831	140,343		\$140,343	\$50,920	191,263		191,263		191,263
Capital Outlays	0		0		\$0		0		0		0
Total - Police & Fire Training	\$303,495	\$21,098	\$324,593	\$0	\$324,593	\$46,118	\$370,711	0	\$370,711	0	\$370,711
Fire											
Personnel	\$6,439,574		\$6,439,574		\$6,439,574		\$6,439,574	-5,280	\$6,434,294		\$6,434,294
Supplies & Expenses	287,962	9,804	297,766		\$297,766	\$13,000	310,766	7,000	317,766		317,766
Other Services & Charges	305,460		305,460		\$305,460		305,460		305,460		305,460
Capital Outlays	58,000		58,000		\$58,000	\$88,164	146,164	14,584	160,748	8,834	169,582

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Total - Fire Dept.	\$7,090,996	\$9,804	\$7,100,800	\$0	\$7,100,800	\$101,164	\$7,201,964	16,304	\$7,218,268	8,834	\$7,227,102
Code Enforcement											
Personnel	\$500,455		\$500,455		\$500,455	\$19,411	\$519,866		\$519,866		\$519,866
Supplies & Expenses	31,200		31,200	2,497	\$33,697		33,697		33,697		33,697
Other Services & Charges	51,775	6,797	58,572		\$58,572		58,572		58,572	2,500	61,072
Capital Outlays	0		0		\$0		0		0		0
Total - Code Enforcement	\$583,430	\$6,797	\$590,227	\$2,497	\$592,724	\$19,411	\$612,135	0	\$612,135	2,500	\$614,635
Contractual Services - Public Safety											
Personnel	\$160,000		\$160,000		\$160,000		\$160,000		\$160,000		\$160,000
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	1,388,000		1,388,000		\$1,388,000	\$61,445	1,449,445	170,000	1,619,445	30,000	1,649,445
Capital Outlays	0		0		\$0		0		0		0
Total - Cont. Serv. - Public Safety	\$1,548,000	\$0	\$1,548,000	\$0	\$1,548,000	\$61,445	\$1,609,445	170,000	\$1,779,445	30,000	\$1,809,445
Public Services Cost Centers:											
Traffic Maint.											
Personnel	\$347,475		\$347,475		\$347,475		\$347,475	5,000	\$352,475		\$352,475
Supplies & Expenses	126,644	6,900	133,544		\$133,544	\$4,000	137,544		137,544		137,544
Other Services & Charges	56,078		56,078		\$56,078		56,078		56,078		56,078
Capital Outlays	122,000		122,000		\$122,000		122,000		122,000		122,000
Total - Traffic Maint.	\$652,197	\$6,900	\$659,097	\$0	\$659,097	\$4,000	\$663,097	5,000	\$668,097	0	\$668,097
Streets											
Personnel	\$1,750,166	\$100	\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266
Supplies & Expenses	446,700	4,050	450,750		\$450,750	\$2,000	452,750	29,000	481,750		481,750
Other Services & Charges	181,171		181,171	-16,000	\$165,171	\$29,000	194,171	25,000	219,171		219,171
Capital Outlays	0		0	16,000	\$16,000		16,000	-4,000	12,000		12,000
Total - Streets	\$2,378,037	\$4,150	\$2,382,187	\$0	\$2,382,187	\$31,000	\$2,413,187	50,000	\$2,463,187	0	\$2,463,187
Street Lights											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		1,100,000		1,100,000		1,100,000
Capital Outlays	0		0		\$0		0		0		0
Total - Street Lights	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	\$0	\$1,100,000	0	\$1,100,000	0	\$1,100,000
Engineering											
Personnel	\$325,293		\$325,293	\$2,060	\$327,353		\$327,353		\$327,353		\$327,353
Supplies & Expenses	15,720	446	16,166		\$16,166		16,166		16,166		16,166
Other Services & Charges	257,050		257,050		\$257,050		257,050	20,600	277,650	150,000	427,650
Capital Outlays	17,500		17,500		\$17,500		17,500		17,500		17,500
Total - Engineering	\$615,563	\$446	\$616,009	\$2,060	\$618,069	\$0	\$618,069	20,600	\$638,669	150,000	\$788,669
Shop											
Personnel	\$477,486		\$477,486		\$477,486		\$477,486		\$477,486		\$477,486
Supplies & Expenses	47,675		47,675		\$47,675	\$5,600	53,275		53,275		53,275
Other Services & Charges	44,351		44,351		\$44,351	\$7,000	51,351		51,351		51,351
Capital Outlays	0		0		\$0		0		0		0
Total - Shop	\$569,512	\$0	\$569,512	\$0	\$569,512	\$12,600	\$582,112	0	\$582,112	0	\$582,112
GOFs											
Personnel	\$302,807		\$302,807		\$302,807		\$302,807	4,000	\$306,807		\$306,807
Supplies & Expenses	22,600		22,600		\$22,600	-\$4,000	18,600		18,600		18,600
Other Services & Charges	14,255		14,255		\$14,255	\$10,280	24,535		24,535		24,535
Capital Outlays	0		0		\$0		0		0		0
Total - GOFs	\$339,662	\$0	\$339,662	\$0	\$339,662	\$6,280	\$345,942	4,000	\$349,942	0	\$349,942
Drainage											
Personnel	\$160,625	\$1,000	\$161,625		\$161,625		\$161,625	1,000	\$162,625		\$162,625
Supplies & Expenses	76,400	2,430	78,830		\$78,830		78,830		78,830		78,830
Other Services & Charges	436,000		436,000		\$436,000		436,000		436,000	40,000	476,000
Capital Outlays	310,000		310,000		\$310,000		310,000		310,000		310,000
Total - Drainage	\$983,025	\$3,430	\$986,455	\$0	\$986,455	\$0	\$986,455	1,000	\$987,455	40,000	\$1,027,455
Construction											
Personnel	\$578,864		\$578,864		\$578,864		\$578,864	4,000	\$582,864		\$582,864
Supplies & Expenses	88,834	6,000	94,834		\$94,834		94,834	4,000	98,834		98,834
Other Services & Charges	105,335		105,335		\$105,335	\$500	105,835	60,000	165,835		165,835
Capital Outlays	202,718	245	202,963		\$202,963	-\$245	202,718		202,718		202,718
Total - Construction	\$975,751	\$6,245	\$981,996	\$0	\$981,996	\$255	\$982,251	68,000	\$1,050,251	0	\$1,050,251
Sanitation											
Personnel	\$1,262,662		\$1,262,662		\$1,262,662	-\$19,411	\$1,243,251		\$1,243,251		\$1,243,251
Supplies & Expenses	279,350		279,350		\$279,350	\$35,000	314,350	25,000	339,350		339,350
Other Services & Charges	924,865		924,865		\$924,865	\$10,000	934,865	40,000	974,865		974,865
Capital Outlays	0		0		\$0		0		0		0
Total - Sanitation	\$2,466,877	\$0	\$2,466,877	\$0	\$2,466,877	\$25,589	\$2,492,466	65,000	\$2,557,466	0	\$2,557,466
Street Cleaning											
Personnel	\$68,778		\$68,778		\$68,778		\$68,778		\$68,778		\$68,778
Supplies & Expenses	19,800		19,800	5,000	\$24,800				24,800		24,800
Other Services & Charges	16,100		16,100	-5,000	\$11,100		11,100		11,100		11,100
Capital Outlays	210,000		210,000		\$210,000		210,000		210,000		210,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Total - Street Cleaning	\$314,678	\$0	\$314,678	\$0	\$314,678	\$0	\$314,678	0	\$314,678	0	\$314,678
Health											
Personnel	\$415,849		\$415,849		\$415,849		\$415,849		\$415,849		\$415,849
Supplies & Expenses	129,900		129,900		129,900	\$7,000	136,900	3,000	139,900		139,900
Other Services & Charges	8,650		8,650		8,650		8,650		8,650		8,650
Capital Outlays	0		0		\$0		0		0		0
Total - Health	\$554,399	\$0	\$554,399	\$0	\$554,399	\$7,000	\$561,399	3,000	\$564,399	0	\$564,399
Recap - Public Services:											
Personnel	\$5,690,005	\$1,100	\$5,691,105	\$2,060	\$5,693,165	-\$19,411	\$5,673,754	14,000	\$5,687,754	0	\$5,687,754
Supplies & Expenses	\$1,253,623	19,826	1,273,449	5,000	\$1,278,449	49,600	1,328,049	61,000	1,389,049	0	1,389,049
Other Services & Charges	\$3,143,855	0	3,143,855	-21,000	\$3,122,855	56,780	3,179,635	145,600	3,325,235	190,000	3,515,235
Capital Outlays	\$862,218	245	862,463	16,000	\$878,463	-245	878,218	-4,000	874,218	0	874,218
Total - Public Services	\$10,949,701	\$21,171	\$10,970,872	\$2,060	\$10,972,932	\$86,724	\$11,059,656	216,600	\$11,276,256	190,000	\$11,466,256
Animal Control											
Personnel	\$120,460		\$120,460		\$120,460		\$120,460		\$120,460		\$120,460
Supplies & Expenses	17,050		17,050		\$17,050	\$4,500	21,550		21,550		21,550
Other Services & Charges	116,113		116,113		\$116,113	\$2,000	118,113		118,113		118,113
Capital Outlays	23,000		23,000		\$23,000		23,000		23,000		23,000
Total - Animal Control	\$276,623	\$0	\$276,623	\$0	\$276,623	\$6,500	\$283,123	0	\$283,123	0	\$283,123
Human/Social Assist.											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	150,000		150,000		\$150,000		150,000		150,000		150,000
Capital Outlays			0		\$0		0		0		0
Total - Human/Social Assist.	\$150,000	\$0	\$150,000	\$0	\$150,000		\$150,000	0	\$150,000	0	\$150,000
Economic Dev.											
Personnel			\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges	160,000		160,000		\$160,000	\$2,000,000	2,160,000		2,160,000		2,160,000
Capital Outlays			0		\$0		0		0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$2,160,000	0	\$2,160,000	0	\$2,160,000
Debt Service											
Principal	\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125
Interest	221,160		\$221,160		\$221,160		\$221,160		\$221,160		\$221,160
Total Debt Service	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285	0	\$1,742,285	0	\$1,742,285
Airport											
Personnel	\$93,780		\$93,780		\$93,780		\$93,780		\$93,780		\$93,780
Supplies & Expenses	54,029		54,029		\$54,029	\$4,500	58,529		58,529		58,529
Other Services & Charges	73,603	270	73,873		\$73,873		73,873	1,500	75,373		75,373
Capital Outlays	0		0		\$0		0		0		0
Total - Airport	\$221,412	\$270	\$221,682	\$0	\$221,682	\$4,500	\$226,182	1,500	\$227,682	0	\$227,682
Cemetery											
Personnel	\$592,288		\$592,288		\$592,288		\$592,288		\$592,288		\$592,288
Supplies & Expenses	84,100		84,100		\$84,100		84,100		84,100		84,100
Other Services & Charges	51,350	1,266	52,616		\$52,616		52,616		52,616		52,616
Capital Outlays	276,000		276,000		\$276,000		276,000		276,000		276,000
Total - Cemetery	\$1,003,738	\$1,266	\$1,005,004	\$0	\$1,005,004	\$0	\$1,005,004	0	\$1,005,004	0	\$1,005,004
Parking Garages											
Personnel	\$181,765		\$181,765		\$181,765		\$181,765		\$181,765		\$181,765
Supplies & Expenses	6,550		6,550		\$6,550	\$700	7,250		7,250		7,250
Other Services & Charges	120,902	30,000	150,902		\$150,902		150,902		150,902		150,902
Capital Outlays	28,020		28,020		\$28,020		28,020		28,020		28,020
Total - Parking Garages	\$337,237	\$30,000	\$367,237	\$0	\$367,237	\$700	\$367,937	0	\$367,937	0	\$367,937
Transfers to Other Funds	\$3,486,816	46,000	\$3,532,816	174,000	\$3,706,816	\$55,000	\$3,761,816		\$3,761,816	205,000	\$3,966,816
EXPENDITURES & TRANSFERS	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$647,716	\$49,595,525	\$90,551	\$50,186,076	\$438,334	\$50,624,410
Recap - General Fund											
Personnel	\$26,458,391	\$1,100	\$26,459,491	\$9,766	\$26,469,257	-\$1,934	\$26,467,323	14,000	\$26,481,323	0	\$26,481,323
Supplies & Expenses	2,771,353	70,288	2,841,641	19,097	2,860,738	91,151	2,951,889	126,100	3,077,989	0	3,077,989
Other Services & Charges	9,034,479	115,553	9,150,032	68,340	9,218,372	2,398,810	11,617,182	378,900	11,996,082	224,500	12,220,582
Capital Outlays	2,772,113	266,659	3,038,772	-88,431	2,950,341	104,689	3,055,030	71,551	3,126,581	8,834	3,135,415
Principal Payments	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125
Interest Payments	221,160	0	221,160	0	221,160	0	221,160	0	221,160	0	221,160
Total - Gen. Fund Cost Centers	\$42,778,621	\$453,600	\$43,232,221	\$8,772	\$43,240,993	\$2,592,716	\$45,833,709	\$90,551	\$46,424,260	\$233,334	\$46,657,594
Transfers to Other Funds	3,486,816	46,000	\$3,532,816	174,000	\$3,706,816	\$55,000	\$3,761,816	0	\$3,761,816	205,000	\$3,966,816
Total - Expenditures & Transfers	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$2,647,716	\$49,595,525	\$90,551	\$50,186,076	\$438,334	\$50,624,410
Ending Cash Budget	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$131,754	\$2,268,346

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):											
Recreation Maint. Cost Center											
Personnel	\$916,639		\$916,639		\$916,639		\$916,639	24,330	\$940,969		\$940,969
Supplies & Expenses	291,985	2,058	294,043		\$294,043	30,000	324,043	15,000	339,043		339,043
Other Services & Charges	188,000	1,170	189,170	15,000	\$204,170	50,000	254,170		254,170		254,170
Capital Outlays	617,300	-110,545	506,755		\$506,755		506,755	151,140	657,895		657,895
Total - Recreation Maint.	\$2,013,924	-\$107,317	\$1,906,607	\$15,000	\$1,921,607	80,000	\$2,001,607	190,470	\$2,192,077	0	\$2,192,077
Recreation Admin.											
Personnel	\$442,373		\$442,373		\$442,373		\$442,373	44,440	\$486,813		\$486,813
Supplies & Expenses	88,962	8,000	96,962		\$96,962	-10,284	86,678	6,000	92,678		92,678
Other Services & Charges	426,350	250	426,600		\$426,600	14,284	440,884	16,000	456,884		456,884
Capital Outlays	0		0		\$0		0		0		0
Total - Recreation Admin.	\$957,685	\$8,250	\$965,935	\$0	\$965,935	4,000	\$969,935	66,440	\$1,036,375	0	\$1,036,375
Kamper Park Zoo											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	725,793		725,793		\$725,793		725,793	-241,929	483,864	60,483	544,347
Capital Outlays	0		0		\$0		0		0		0
Total - Kamper Park	\$725,793	\$0	\$725,793	\$0	\$725,793	0	\$725,793	-241,929	\$483,864	60,483	\$544,347
Recap - Parks & Recreation Fund:											
Personnel	\$1,359,012	\$0	\$1,359,012	\$0	\$1,359,012	\$0	\$1,359,012	68,770	\$1,427,782	0	\$1,427,782
Supplies & Expenses	380,947	10,058	391,005	0	\$391,005	19,716	410,721	21,000	431,721	0	431,721
Other Services & Charges	1,340,143	1,420	1,341,563	15,000	\$1,356,563	64,284	1,420,847	-225,929	1,194,918	60,483	1,255,401
Capital Outlays	617,300	-110,545	506,755	0	\$506,755	0	506,755	151,140	657,895	0	657,895
Total - Recreation Maint.	\$3,697,402	-\$99,067	\$3,598,335	\$15,000	\$3,613,335	\$84,000	\$3,697,335	\$14,981	\$3,712,316	\$60,483	\$3,772,799
Municipal Fire Protection (Fund #5):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	67,900		67,900		\$67,900	4,000	71,900		71,900		71,900
Other Services & Charges	26,000		26,000		\$26,000		26,000		26,000		26,000
Capital Outlays	423,761	24,615	448,376	11,000	\$459,376	-4,000	455,376		455,376		455,376
Principal Payments	144,870	0	144,870		\$144,870		144,870		144,870		144,870
Interest Payments	27,217	0	27,217		\$27,217		27,217		27,217		27,217
Total - Municipal Fire Prot. Fund	\$689,748	\$24,615	\$714,363	\$11,000	\$725,363	\$0	\$725,363	\$0	\$725,363	\$0	\$725,363
Special Streets (Fund #8):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	193,500	12,631	206,131		\$206,131		206,131		206,131		206,131
Capital Outlays	0		0		\$0		0		0		0
Total - Special Streets	\$193,500	\$12,631	\$206,131	\$0	\$206,131	0	\$206,131	0	\$206,131	0	\$206,131
Water & Sewer Operation & Maint. (Fund #9):											
Customer Accounts Cost Center											
Personnel	\$219,027		\$219,027		\$219,027		\$219,027		\$219,027		\$219,027
Supplies & Expenses	7,968		7,968		\$7,968		7,968		7,968		7,968
Other Services & Charges	114,505	2,325	116,830		\$116,830	4,900	121,730		121,730		121,730
Capital Outlays	0		0		\$0		0		0		0
Total - Customer Accounts	\$341,500	\$2,325	\$343,825	\$0	\$343,825	4,900	\$348,725	0	\$348,725	0	\$348,725
Water Transmission Cost Center											
Personnel	\$872,754		\$872,754		\$872,754		\$872,754		\$872,754	-130,213	\$742,541
Supplies & Expenses	172,450		172,450		\$172,450	24,000	196,450		196,450		196,450
Other Services & Charges	406,100	150,000	556,100		\$556,100		556,100		556,100		556,100
Capital Outlays	204,000		204,000		\$204,000		204,000		204,000		204,000
Total - Water Trans.	\$1,655,304	\$150,000	\$1,805,304	\$0	\$1,805,304	24,000	\$1,829,304	0	\$1,829,304	-130,213	\$1,699,091
Plant Cost Center											
Personnel	\$525,179		\$525,179		\$525,179		\$525,179		\$525,179		\$525,179
Supplies & Expenses	158,200	45,200	203,400		\$203,400	4,000	207,400		207,400		207,400
Other Services & Charges	895,700	8,690	904,390		\$904,390	87,500	991,890		991,890	45,000	1,036,890
Capital Outlays	23,500		23,500		\$23,500		23,500		23,500		23,500
Total - Plant	\$1,602,579	\$53,890	\$1,656,469	\$0	\$1,656,469	91,500	\$1,747,969	0	\$1,747,969	45,000	\$1,792,969
Sewer Cost Center											
Personnel	\$655,263	\$1,500	\$656,763		\$656,763		\$656,763		\$656,763		\$656,763
Supplies & Expenses	213,300	3,540	216,840		\$216,840	10,500	227,340	20,000	247,340		247,340
Other Services & Charges	496,100	160,025	656,125		\$656,125	281,650	937,775	4,000	941,775	217,213	1,158,988
Capital Outlays	423,000		423,000		\$423,000		423,000		423,000		423,000
Total - Water Trans.	\$1,787,663	\$165,065	\$1,952,728	\$0	\$1,952,728	292,150	\$2,244,878	24,000	\$2,268,878	217,213	\$2,486,091
Lagoon Cost Center											
Personnel	\$244,106		\$244,106		\$244,106		\$244,106		\$244,106		\$244,106
Supplies & Expenses	311,000		311,000		\$311,000	27,800	338,800	40,000	378,800		378,800
Other Services & Charges	1,497,000	216,256	1,713,256		\$1,713,256		1,713,256	112,000	1,825,256	-45,000	1,780,256
Capital Outlays	50,000	30,000	80,000		\$80,000		80,000		80,000		80,000
Principal Payments	0		0		\$0		0		0		0
Interest Payments	0		0		\$0		0		0		0
Total - Lagoon Cost Center	\$2,102,106	\$246,256	\$2,348,362	\$0	\$2,348,362	27,800	\$2,376,162	152,000	\$2,528,162	-45,000	\$2,483,162
Recap: Water & Sewer O & M Fund:											
Personnel	\$2,516,329	\$1,500	\$2,517,829	\$0	\$2,517,829	\$0	\$2,517,829	\$0	\$2,517,829	-\$130,213	\$2,387,616
Supplies & Expenses	862,918	48,740	911,658	0	\$911,658	66,300	977,958	60,000	1,037,958	0	1,037,958
Other Services & Charges	3,409,405	537,296	3,946,701	0	\$3,946,701	374,050	4,320,751	116,000	4,436,751	217,213	4,653,964
Capital Outlays	700,500	30,000	730,500	0	\$730,500	0	730,500	0	730,500	0	730,500
Principal Payments	0	0	0	0	\$0	0	0	0	0	0	0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Interest Payments	0	0	0	0	0	0	0	0	0	0	0
Total - Water & Sewer O & M Fund	\$7,489,152	\$617,536	\$8,106,688	\$0	\$8,106,688	\$440,350	\$8,547,038	\$176,000	\$8,723,038	\$87,000	\$8,810,038
Water & Sewer Bond & Int. (Fund #10):											
Principal Payments	\$1,535,000		\$1,535,000		\$1,535,000		\$1,535,000		\$1,535,000		\$1,535,000
Interest Payments	\$880,564		\$880,564		\$880,564		\$880,564	179,025	\$1,059,589		\$1,059,589
Paying Agent Fees	\$2,500		\$2,500		\$2,500		\$2,500		\$2,500		\$2,500
Total - W & S Bond & Int. Fund	\$2,418,064	\$0	\$2,418,064	\$0	\$2,418,064	0	\$2,418,064	\$179,025	\$2,597,089	\$0	\$2,597,089
Water & Sewer Revenue (Fund #11):											
Principal Payments	\$403,044		\$403,044		\$403,044		\$403,044		\$403,044		\$403,044
Interest Payments	98,216		98,216		98,216		98,216		98,216		98,216
other services & charges	22,400		22,400		22,400		22,400		22,400		22,400
Transfers to other funds	11,113,140		11,113,140		11,113,140	605,000	11,718,140		11,718,140		11,718,140
Total - W & S Revenue Fund	\$11,636,800	\$0	\$11,636,800	\$0	\$11,636,800	605,000	\$12,241,800	\$0	\$12,241,800	\$0	\$12,241,800
1999 Tax Increment (Walmart) Bond & Int (Fund #12):											
Principal Payments	\$50,000		\$50,000		\$50,000		\$50,000		\$50,000		\$50,000
Interest Payments	11,750		11,750		11,750		11,750		11,750		11,750
Paying Agent Fees	2,000		2,000		2,000		2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$63,750	0	\$63,750	0	\$63,750	0	\$63,750	\$0	\$63,750	\$0	\$63,750
City Bond & Interest (Fund #13):											
Principal Payments	\$3,489,600		\$3,489,600		\$3,489,600	1,157,245	\$4,646,845		\$4,646,845	13,000	\$4,659,845
Interest Payments	753,020		753,020		753,020		753,020		753,020	-13,000	740,020
Other Services & Charges	205,019		205,019		205,019		205,019		205,019		205,019
Paying Agent Fees	18,000		18,000		18,000		18,000		18,000		18,000
Total - 1999 TIF Bond & Int Fund	\$4,465,639	\$0	\$4,465,639	\$0	\$4,465,639	\$1,157,245	\$5,622,884	\$0	\$5,622,884	\$0	\$5,622,884
USA Yeast Bond & Interest (Fund #15):											
Principal Payments	\$360,000	\$0	\$360,000		\$360,000		\$360,000		\$360,000		\$360,000
Interest Payments	44,700	0	44,700		44,700		44,700		44,700		44,700
other services & charges	5,000		5,000		5,000		5,000		5,000		5,000
Total - 1999 TIF Bond & Int Fund	\$409,700	0	\$409,700	0	\$409,700	0	\$409,700	0	\$409,700	0	\$409,700
Police Fines & Forfeitures (Fund #19):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	144,978		144,978		144,978	10,323	155,301	5,720	161,021		161,021
Other Services & Charges	35,000		35,000	-2,000	\$33,000		33,000		33,000		33,000
Capital Outlays	40,022	-28,028	11,994	2,000	\$13,994	20,273	34,267	10,734	45,001		45,001
Transfers	0		0		\$0		0		0		0
Total - Fines & Forf. Fund	\$220,000	-\$28,028	\$191,972	\$0	\$191,972	\$30,596	\$222,568	\$16,454	\$239,022	\$0	\$239,022
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):											
Principal Payments	\$85,000		\$85,000		\$85,000		\$85,000		\$85,000		\$85,000
Interest Payments	7,438		7,438		7,438		7,438		7,438		7,438
other services & charges	1,250		1,250		1,250		1,250		1,250		1,250
Total - 1999 TIF Bond & Int Fund	\$93,688	0	\$93,688	0	\$93,688	0	\$93,688	0	\$93,688	0	\$93,688
Series 2004 TIF Bond & Int (Home Depot, Fund #21):											
Principal Payments	\$75,000		\$75,000		\$75,000		\$75,000		\$75,000		\$75,000
Interest Payments	11,436		11,436		11,436		11,436		11,436		11,436
other services & charges	1,000		1,000		1,000		1,000		1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$87,436	0	\$87,436	0	\$87,436	0	\$87,436	0	\$87,436	0	\$87,436
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):											
Principal Payments	\$90,000		\$90,000		\$90,000		\$90,000		\$90,000		\$90,000
Interest Payments	101,510		101,510		101,510		101,510		101,510		101,510
other services & charges	2,000		2,000		2,000		2,000		2,000		2,000
Transfers to other Funds	0		0		\$0		0		0		0
Total - 2003 TIF Bond & Int Fund	\$193,510	\$0	\$193,510	\$0	\$193,510	0	\$193,510	0	\$193,510	0	\$193,510
Series 2007 TIF Bond & Int (Turtle Creek Fund 23):											
Principal Payments	280,000		280,000		280,000		280,000		280,000		280,000
Interest Payments	159,263		159,263		159,263		159,263		159,263		159,263
Other Services & Charges	4,000		4,000		4,000		4,000		4,000		4,000
Total - 2007 TIF Bond & Int Fund	\$443,263	\$443,263	\$443,263	\$0	\$443,263	\$0	\$443,263	\$0	\$443,263	\$0	\$443,263
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):											
Principal Payments	\$35,000		35,000		\$35,000		35,000		35,000		35,000
Interest Payments	\$20,800		20,800		\$20,800		20,800		20,800		20,800
Other Services & Charges	\$1,000		1,000		\$1,000		1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$56,800	\$0	\$56,800	\$0	\$56,800	\$0	\$56,800	\$0	\$56,800	\$0	\$56,800
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):											
Principal Payments						\$75,000	75,000		75,000		75,000
Interest Payments						\$15,100	15,100		15,100		15,100
Other Services & Charges						\$1,000	1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund						\$91,100	\$91,100	\$0	\$91,100		\$91,100
Airport Imp. (Fund #39):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0		0
Other Services & Charges	0		0		0		0		0		0
Capital Outlays	549,000	8,500	557,500	85,696	\$643,196		643,196		643,196	826,286	1,469,482
Total - Airport Imp. Fund	\$549,000	\$8,500	\$557,500	\$85,696	\$643,196	\$0	\$643,196	\$0	\$643,196	\$826,286	\$1,469,482
2009 Gen.Oblig.Refunding Bonds (Fund #50)											
Bonds Redeemed			0		0		0		0		0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Interest on Bonds			0		0		0		0		0
Paying Agent Fees			0		0		0		0		0
Other Services & Charges			0		0		0		0		0
Total - 2007 G.O. Refunding	0	0	0		0	0	0	0	0	0	0
Municipal Road & Bridge (Fund #72):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	155,000	15,400	170,400		\$170,400		170,400		170,400		170,400
Other Services & Charges	1,215,000	196,500	1,411,500		\$1,411,500		1,411,500		1,411,500	110,000	1,521,500
Capital Outlays	5,379,900	652,800	6,032,700		\$6,032,700		6,032,700		6,032,700	-110,000	5,922,700
Principal	23,547		23,547		\$23,547		23,547		23,547		23,547
Interest	6,438		6,438		\$6,438		6,438		6,438		6,438
Total - Municipal Road & Bridge	\$6,779,885	\$864,700	\$7,644,585	\$0	\$7,644,585	\$0	\$7,644,585	\$0	\$7,644,585	\$0	\$7,644,585
Mass Transit (Fund #73):											
Personnel	\$567,224	\$200	\$567,424		\$567,424		\$567,424		\$567,424		\$567,424
Supplies & Expenses	198,950	1,250	200,200	-14,000	\$186,200	29,000	215,200		215,200		215,200
Other Services & Charges	154,800	14,700	169,500	-5,500	\$164,000		164,000		164,000		164,000
Capital Outlays	1,015,411		1,015,411	-35,310	\$980,101		980,101		980,101		980,101
Total - Mass Transit Fund	\$1,936,385	\$16,150	\$1,952,535	-\$54,810	\$1,897,725	\$29,000	\$1,926,725	\$0	\$1,926,725	\$0	\$1,926,725
Water & Sewer Construction (Fund #75):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	614,400		614,400	-144,000	\$470,400	-81,846	388,554		388,554		388,554
Capital Outlays	2,450,000	1,530,000	3,980,000	144,000	\$4,124,000	396,090	4,520,090	5,000,000	9,520,090	278,828	9,798,918
Total - W & S Construction Fund	\$3,064,400	\$1,530,000	\$4,594,400	\$0	\$4,594,400	\$314,244	\$4,908,644	\$5,000,000	\$9,908,644	\$278,828	\$10,187,472
Community Centers (Fund #77):											
Personnel	\$482,551		\$482,551		\$482,551		\$482,551		\$482,551		\$482,551
Supplies & Expenses	64,300		64,300		\$64,300	4,200	68,500		68,500		68,500
Other Services & Charges	263,500		263,500		\$263,500		263,500		263,500		263,500
Capital Outlays	133,000		133,000		\$133,000		133,000		133,000		133,000
Total - Community Centers Fund	\$943,351	\$0	\$943,351	\$0	\$943,351	\$4,200	\$947,551	\$0	\$947,551	\$0	\$947,551
Series 2009 G.O. Bonds - AMR Project (Fund #78)											
Supplies			0		\$0		0		0		0
Other Services & Charges	\$255,000		255,000		\$255,000		255,000		255,000		255,000
Capital Outlay	601,700	-\$6,761	594,939		\$594,939		594,939		594,939		594,939
Total - Series 2009 G.O. Bonds	\$856,700	-\$6,761	\$849,939	\$0	\$849,939	0	\$849,939	\$0	\$849,939	\$0	\$849,939
Community Dev. Block Grant (Fund #82):											
Personnel	\$234,010		\$234,010		\$234,010		\$234,010		\$234,010		\$234,010
Supplies & Expenses	9,500		9,500		\$9,500		9,500		9,500		9,500
Other Services & Charges	645,403	-77,935	567,468		\$567,468		567,468		567,468		567,468
Capital Outlays	1,840,655		1,840,655		\$1,840,655	-20,386	1,820,269		1,820,269		1,820,269
Transfers	80,000		80,000		\$80,000		80,000		80,000		80,000
Total - CDBG Fund	\$2,809,568	-\$77,935	\$2,731,633	\$0	\$2,731,633	-\$20,386	\$2,711,247	\$0	\$2,711,247	\$0	\$2,711,247
Series 2002 TIF (Southern Pointe) Construction (Fund # 88):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0
Capital Outlays	0		0		\$0		0		0		0
Transfers to other Funds	0		0		\$0		0		0		0
Total - Series 2002 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0
Series 2004 TIF (Home Depot) Construction (Fund # 89):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0
Capital Outlays	0		0		\$0		0		0		0
Transfers	0		0		\$0		0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0
Capital Outlays	450,000	-47,651	402,349		\$402,349		402,349		402,349		402,349
Transfers	0		0		\$0		0		0	110	110
Total - Series 2004 Const. Fund	\$450,000	-\$47,651	\$402,349	\$0	\$402,349	0	\$402,349	\$0	\$402,349	\$110	\$402,459
TIF (Turtle Creek) Construction (Fund # 91):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0	59,500	\$59,500		59,500		59,500		59,500
Capital Outlays	0		0	655,500	\$655,500		655,500		655,500		655,500
Transfers	0	5	5		\$5		5		5		5
Total - Series 2004 Const. Fund	\$0	\$5	\$5	\$715,000	\$715,005	0	\$715,005	\$0	\$715,005	\$0	\$715,005
Series 2001 G.O. Bond Construction (Fund # 95):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0		0		0		0
Capital Outlays	150,000	37,146	187,146		\$187,146		187,146		187,146		187,146
Transfers	0		0		\$0		0		0		0
Total - Series 2001 Const. Fund	\$150,000	\$37,146	\$187,146	\$0	\$187,146	0	\$187,146	\$0	\$187,146	\$0	\$187,146

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0		0
Other Services & Charges			0		0		0		0		0
Capital Outlays	2,773,575	-2,385	2,771,190		2,771,190	-264,835	2,506,355		2,506,355		2,506,355
Total - MDB Fund	\$2,773,575	-\$2,385	\$2,771,190	\$0	\$2,771,190	-\$264,835	\$2,506,355	\$0	\$2,506,355	\$0	\$2,506,355
Kemper Park Imp. (Fund #98):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0		0
Other Services & Charges	0		0		0		0		0		0
Capital Outlays	325,000	-89,948	235,052		235,052		235,052		235,052		235,052
Total - Kemper Park Imp. Fund	\$325,000	-\$89,948	\$235,052	\$0	\$235,052	0	\$235,052	\$0	\$235,052	\$0	\$235,052
Series 2010 Water & Sewer G.O. Constr. (Fund #99):											
Personnel											
Supplies & Expenses			0		\$0		0		0		0
Other Services & Charges											
Capital Outlay	\$5,879,000	\$357,632	6,236,632		\$6,236,632		6,236,632		6,236,632		6,236,632
Total - Series 2010 Constr.	\$5,879,000	\$357,632	\$6,236,632	\$0	\$6,236,632		\$6,236,632		\$6,236,632		\$6,236,632
Series 2012 Water & Sewer Const. (Fund #94):											
Personnel	\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	0		0		\$0	169,406	169,406		169,406		169,406
Capital Outlays			0	0	\$0	11,939,566	11,939,566		11,939,566		11,939,566
Transfers Out	0		0		\$0	391,028	391,028		391,028		391,028
Total - Series 2012 Const.	\$0	\$0	\$0	\$0	\$0	12,500,000	\$12,500,000	\$0	\$12,500,000	\$0	\$12,500,000
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	\$58,675,316	\$3,117,140	\$61,792,456	\$771,886	\$62,564,342	\$14,970,514	\$77,534,856	\$5,386,460	\$82,921,316	\$1,252,707	\$84,082,923
General Fund	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$2,647,716	\$49,595,525	\$590,551	\$50,186,076	\$438,334	\$50,624,410
TOTAL EXPENDITURES & TRANS	\$104,940,753	\$3,616,740	\$108,557,493	\$954,658	\$109,512,151	\$17,618,230	\$127,130,381	\$5,977,011	\$133,107,392	\$1,691,041	\$134,707,333
Less: Interfund Transfers	-14,679,956	-46,005	-14,725,961	-174,000	-14,899,961	-1,051,028	-15,950,989	0	-15,950,989	-205,110	-16,156,099
TOTAL EXPENDITURES	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,156,403	\$1,485,931	\$118,551,234
Recap of City-Wide Expenditure Budgets:											
Personnel	\$31,617,517	\$2,800	\$31,620,317	\$9,766	\$31,630,083	-\$1,934	\$31,628,149	\$82,770	\$31,710,919	-\$130,213	\$31,580,706
Supplies & Expenses	\$4,655,846	\$145,736	\$4,801,582	\$5,097	\$4,806,679	\$224,690	\$5,031,369	\$212,820	\$5,244,189	\$0	\$5,244,189
Other Services & Charges	\$17,450,799	\$800,165	\$18,250,964	-\$8,660	\$18,242,304	\$2,925,704	\$21,168,008	\$268,971	\$21,435,979	\$612,196	\$22,048,175
Capital Outlays	\$26,100,937	\$2,622,034	\$28,722,971	\$774,455	\$29,497,426	\$12,171,397	\$41,668,823	\$5,233,425	\$46,902,248	\$1,003,948	\$47,906,196
Principal Payments	8,092,186	0	8,092,186	0	8,092,186	1,232,245	9,324,431	0	9,324,431	13,000	9,337,431
Interest Payments	2,343,512	0	2,343,512	0	2,343,512	15,100	2,358,612	179,025	2,537,637	-13,000	2,524,637
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,156,403	\$1,485,931	\$118,551,234

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$24,000
Licenses & Permits	4,441,600
Inter-governmental Revenues:	
Federal Grants	3,298,754
State Grants	809,276
State-Shared Revenues	20,405,953
County Shared Revenues	147,000
Charges for Services:	
Public safety	190,000
Streets	11,130
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	266,500
Transfers-In	665,840
Non-Revenue Receipts	2,326,000
Total From All Sources	<u>36,408,053</u>
Other Than taxation	<u>4,684,703</u>
Beginning Cash and	
Investment Balance	4,684,703
Amount to be Raised by Tax Levy	11,800,000
TOTAL FROM ALL SOURCES	<u><u>\$52,892,756</u></u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,752,905
Supplies & Expenses	203,901
Other services & Charges	3,269,085
Capital Outlays	412,707
Total - General Government	<u>7,638,598</u>
Police Dept.:	
Personnel	8,906,741
Supplies & Expenses	814,169
Other services & Charges	522,018
Capital Outlays	1,351,888
Total - Police Dept.	<u>11,594,816</u>
Police & Fire Training:	
Personnel	31,470
Supplies & Expenses	147,978
Other services & Charges	191,263
Capital Outlays	0
Total - Police & Fire Training	<u>370,711</u>
Fire Dept.:	
Personnel	6,434,294
Supplies & Expenses	317,766
Other services & Charges	305,460
Capital Outlays	169,582
Total - Fire Dept.	<u>7,227,102</u>
Land Development Administration:	
Personnel	519,866
Supplies & Expenses	33,697
Other services & Charges	61,072
Capital Outlays	0
Total - Land Dev. Admin.	<u>614,635</u>

Public Safety Contractual Services:	
Personnel	160,000
Other services & Charges	1,649,445
Total - Pub. Safety Cont. Serv.	<u>1,809,445</u>
Public Services:	
Personnel	5,687,754
Supplies & Expenses	1,389,049
Other services & Charges	3,515,235
Capital Outlays	874,218
Total - Public Services	<u>11,466,256</u>
Animal Control	
Personnel	120,460
Supplies & Expenses	21,550
Other services & Charges	118,113
Capital Outlays	23,000
Total - Animal Control	<u>283,123</u>
Human/Social	
Other services & Charges	150,000
Total - Human/Social	<u>150,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	2,160,000
Capital Outlays	0
Total - Eco. Dev.	<u>2,160,000</u>
Debt Service:	
Principal Payments	1,521,125
Interest Payments	221,160
Total - Debt service	<u>1,742,285</u>
Airport	
Personnel	93,780
Supplies & Expenses	58,529
Other services & Charges	75,373
Capital Outlays	0
Total - Airport	<u>227,682</u>
Cemetery	
Personnel	592,288
Supplies & Expenses	84,100
Other services & Charges	52,616
Capital Outlays	276,000
Total - Cemetery	<u>1,005,004</u>
Parking Garages	
Personnel	181,765
Supplies & Expenses	7,250
Other services & Charges	150,902
Capital Outlays	28,020
Total - Parking Garages	<u>367,937</u>
Operating Transfers Out	3,966,816
Total Expenditures & Transfers	<u>50,624,410</u>
Ending Cash Balance	<u>\$2,268,346</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$52,892,756</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	62,603
Misc. grants	0

Charges for Services:

Culture & Recreation	44,200
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Miscellaneous	86,200
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Transfers-In	2,650,816
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Non-Revenue Receipts

Total From All Sources	
Other Than taxation	2,843,819

Beginning Cash and

Investment Balance	133,418
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Amount to be Raised by Tax Levy	800,000
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TOTAL FROM ALL SOURCES	\$3,777,237
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EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	1,430,262
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Supplies & Expenses	431,721
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Other services & Charges	1,255,401
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Capital Outlays	657,895
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Total Expenditures	\$3,775,279
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Cash balance at End of Year	1,958
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TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,777,237

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	11,093
Transfers In	0
Non-Revenue Receipts	0

Total From All Sources

Other Than taxation	<u>343,245</u>
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Beginning Cash and

Investment Balance	<u>818,906</u>
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TOTAL FROM ALL SOURCES	<u><u>\$1,162,151</u></u>
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EXPENDITURES & ENDING CASH:

Public Safety:

Personnel	\$0
Supplies & Expenses	71,900
Other services & Charges	26,000
Capital Outlays	455,376
Lease Debt Service - Principal	144,870
Lease Debt Service - Interest	27,217

Total Expenditures	<u>\$725,363</u>
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Cash balance at End of Year	<u>436,788</u>
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TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$1,162,151</u></u>
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CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Shared Revenues	55,000
Misc. grants	0
Miscellaneous	1,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>56,000</u>
Beginning Cash and	
Investment Balance	<u>150,131</u>
TOTAL FROM ALL SOURCES	<u><u>\$206,131</u></u>

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	0
Other services & Charges	0
Capital Outlays	<u>206,131</u>
Total Expenditures	<u>\$206,131</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$206,131</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$18,000
Transfers-In	7,037,900
Miscellaneous	5,000
Non-Revenue Receipts	586,000
Total From All Sources	
Other Than taxation	7,646,900
Beginning Cash and	
Investment Balance	1,187,138
TOTAL FROM ALL SOURCES	\$8,834,038

EXPENDITURES & ENDING CASH:

Personnel	2,387,616
Supplies & Expenses	1,037,958
Other services & Charges	4,653,964
Capital Outlays	730,500
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$8,810,038
Cash balance at End of Year	24,000
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$8,834,038

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

***WATER & SEWER BOND
AND INTEREST FUND:***

REVENUES & BEG. CASH:

Transfers-In	\$3,193,728
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	<u>3,193,728</u>
Beginning Cash Balance	<u>874,206</u>
TOTAL FROM ALL SOURCES	<u><u>\$4,067,934</u></u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	1,535,000
Interest on Bonds	1,059,589
Paying Agent Fees	<u>2,500</u>
Total Expenditures	<u>2,597,089</u>
Cash balance at End of Year	<u>1,470,845</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$4,067,934</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$7,000
Miscellaneous	2,800
Metered Water Sales	6,211,000
Taps	100,000
Water Turn-On Fees	60,000
Sewer Connections	7,000
Sewer Charges	5,854,000
Total Revenues	<u>12,241,800</u>
Beginning Fund Balance	<u>0</u>
TOTAL FROM ALL SOURCES	<u><u>\$12,241,800</u></u>

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	403,044
Interest on Notes	98,216
Operating Transfers Out	11,718,140
Total Expenditures	<u>\$12,241,800</u>
Cash balance at End of Year	<u><u>\$0</u></u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$12,241,800</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and Investment Balance	69,429
Amount to be Raised by Tax Levy	63,750
TOTAL FROM ALL SOURCES	\$133,179

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	11,750
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	\$63,750
Cash balance at End of Year	69,429
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$133,179

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$82,314
Interest	2,000
Non-Revenue receipts	1,642,115
Transfers-In	<u>519,774</u>
Total From All Sources	
Other Than taxation	<u>2,246,203</u>
Beginning Cash and	
Investment Balance	3,529,542
Amount to be Raised by Tax Levy	<u>2,800,000</u>
TOTAL FROM ALL SOURCES	<u><u>\$8,575,745</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	4,659,845
Interest on Bonds	740,020
Other Services & Charges	205,019
Paying Agent Fees	<u>18,000</u>
Total Expenditures	<u>\$5,622,884</u>
Cash balance at End of Year	<u>2,952,861</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$8,575,745</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

Water & Sewer Bond & Interest
Fund (USA Yeast Project):

REVENUES & BEG. CASH:

Interest	\$200
Transfer from Other Funds	404,700
Total From All Sources	
Other Than taxation	404,900
Beginning Cash and	
Investment Balance	144,651
TOTAL FROM ALL SOURCES	\$549,551

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$360,000
Interest on Bonds	44,700
Other Services & Charges	5,000
Total Expenditures	\$409,700
Cash balance at End of Year	139,851
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$549,551

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	4,140
Fines & Forfeits	42,910
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	47,050
Beginning Cash and	
Investment Balance	191,972
TOTAL FROM ALL SOURCES	\$239,022

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	161,021
Other services & Charges	33,000
Capital Outlays	45,001
Transfers Out	
Total Expenditures	\$239,022
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$239,022

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	40,936
Total From All Sources	40,936
Other Than taxation	40,936
Beginning Cash and	
Investment Balance	67,141
Amount to be Raised by Tax Levy	52,152
TOTAL FROM ALL SOURCES	\$160,229

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	7,438
Other Services & Charges	1,250
Total Expenditures	\$93,688
Cash balance at End of Year	66,541
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$160,229

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	27,144
Transfer From Other Funds	<u>0</u>
Total From All Sources	
Other Than taxation	27,244
Beginning Cash and	
Investment Balance	124,876
Amount to be Raised by Tax Levy	<u>60,492</u>
TOTAL FROM ALL SOURCES	<u><u>\$212,612</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	11,436
Other Services & Charges	<u>1,000</u>
Total Expenditures	<u>\$87,436</u>
Cash balance at End of Year	<u>125,176</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$212,612</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	93,776
Amount to be Raised by Tax Levy	214,360
TOTAL FROM ALL SOURCES	\$308,136

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	90,000
Interest on Bonds	101,510
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	\$193,510
Cash balance at End of Year	114,626
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$308,136

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$109,816
Transfer From Other Funds	<u>5</u>
Total From All Sources	
Other Than taxation	110,121
Beginning Cash and	
Investment Balance	199,649
Amount to be Raised by Tax Levy	<u>312,623</u>
TOTAL FROM ALL SOURCES	<u><u>\$622,393</u></u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	280,000
Interest on Bonds	159,263
Other Services & Charges	<u>4,000</u>
Total Expenditures	<u>\$443,263</u>
Cash balance at End of Year	<u>179,130</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$622,393</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and Investment Balance	97,704
Amount to be Raised by Tax Levy	65,368
TOTAL FROM ALL SOURCES	\$163,072

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	35,000
Interest on Bonds	20,800
Other Services & Charges	1,000
Total Expenditures	\$56,800
Cash balance at End of Year	106,272
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$163,072

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	0
Other Than taxation	0
Beginning Cash and Investment Balance	0
Amount to be Raised by Tax Levy	91,100
TOTAL FROM ALL SOURCES	\$91,100

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	15,100
Other Services & Charges	1,000
Total Expenditures	\$91,100
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$91,100

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$1,254,435
State Shared Revenues	0
Miscellaneous	25,360
Transfers In	235,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,514,795
Beginning Cash and	
Investment Balance	(45,298)
TOTAL FROM ALL SOURCES	\$1,469,497

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	1,469,482
Total Expenditures	\$1,469,482
Cash balance at End of Year	15
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,469,497

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$3,656,700
Federal Grants	0
County Shared Revenues	1,992,000
Miscellaneous	416,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	6,064,700
Beginning Cash and	
Investment Balance	1,607,717
TOTAL FROM ALL SOURCES	\$7,672,417

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	170,400
Other services & Charges	1,521,500
Capital Outlays	5,922,700
Principal Payments	23,547
Interest Payments	6,438
Total Expenditures	\$7,644,585
Cash balance at End of Year	27,832
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,672,417

**CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES**

***MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:***

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$1,342,640
State Grants	\$0
Miscellaneous	33,400
Transfers-In	335,000
Total From All Sources	
Other Than taxation	1,711,040
Beginning Cash and	
Investment Balance	15,736
Amount to be Raised by Tax Levy	200,000
TOTAL FROM ALL SOURCES	\$1,926,776

EXPENDITURES & ENDING CASH:

Personnel	567,424
Supplies & Expenses	215,200
Other services & Charges	164,000
Capital Outlays	980,101
Total Expenditures	\$1,926,725
Cash balance at End of Year	51
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$1,926,776

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$6,729,469
Miscellaneous	69,160
Transfers-In	1,535,071
Non-Revenue Receipts	313,731
Total From All Sources	
Other Than taxation	8,647,431
Beginning Cash and	
Investment Balance	1,540,041
TOTAL FROM ALL SOURCES	\$10,187,472

EXPENDITURES & ENDING CASH:

Other services & Charges	\$388,554
Capital Outlays	9,798,918
Total Expenditures	10,187,472
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$10,187,472

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	200
Transfers-In	746,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	776,200
Beginning Cash and	
Investment Balance	175,054
TOTAL FROM ALL SOURCES	\$951,254

EXPENDITURES & ENDING CASH:

Personnel	482,551
Supplies & Expenses	68,500
Other services & Charges	263,500
Capital Outlays	133,000
Total Expenditures	\$947,551
Cash balance at End of Year	3,703
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$951,254

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2009 (Water Meter Project) Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	849,939
TOTAL FROM ALL SOURCES	\$849,939

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	255,000
Capital Outlays	594,939
Total Expenditures	\$849,939
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$849,939

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

***SERIES 2008 General Obligation Note (Downtown
Lighting) Construction Fund:***

REVENUES & BEG. CASH:

Proceeds from Note	\$0
Transfers in	\$0
Non-revenue Receipts	\$0
Interest Earnings	110
Total Revenues	110
Beginning Cash and Investment Balance	402,349
TOTAL FROM ALL SOURCES	\$402,459

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	402,349
Transfers to Other Funds	110
Total Expenditures	\$402,459
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$402,459

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2011 (Turtle Creek Commons) TIF Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$715,000
Interest Earnings	
Total Revenues	<u>715,000</u>
Beginning Cash and	
Investment Balance	<u>5</u>
TOTAL FROM ALL SOURCES	<u><u>\$715,005</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	59,500
Capital Outlays	655,500
Transfers to Other Funds	<u>5</u>
Total Expenditures	<u>\$715,005</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$715,005</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$12,500,000
Total Revenues	<u>12,500,000</u>
Beginning Cash and	
Investment Balance	0
TOTAL FROM ALL SOURCES	<u>\$12,500,000</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	169,406
Capital Outlays	11,939,566
Transfers Out	<u>391,028</u>
Total Expenditures	<u>\$12,500,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$12,500,000</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2001 BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	<u>0</u>
Beginning Cash and Investment Balance	<u>187,146</u>
TOTAL FROM ALL SOURCES	<u><u>\$187,146</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	187,146
Transfers Out	0
Total Expenditures	<u>\$187,146</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$187,146</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	454,050
Grant Revenues - State of MS	1,647,105
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	300,000
Total Revenues	<u>2,401,155</u>
Beginning Cash and	
Investment Balance	106,615
TOTAL FROM ALL SOURCES	<u>\$2,507,770</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	2,506,355
Total Expenditures	<u>\$2,506,355</u>
Cash Balance at End of Year	<u>1,415</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$2,507,770</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

***KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:***

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	0
Beginning Cash and Investment Balance	235,052
TOTAL FROM ALL SOURCES	\$235,052

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	235,052
Total Expenditures	\$235,052
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$235,052

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Bond Proceeds	
Federal Grants	4,419,000
Interest Earnings	0
Total Revenues	<u>4,419,000</u>
Beginning Cash and	
Investment Balance	<u>1,817,632</u>
TOTAL FROM ALL SOURCES	<u><u>\$6,236,632</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	<u>6,236,632</u>
Total Expenditures	<u>\$6,236,632</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$6,236,632</u></u>

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF

HATTIESBURG:

Section 1. That the following budget amendments are hereby authorized to be made in

the City's General Fund Fire Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$58,000	\$111,582	\$169,582	Adjust budget for grant allocation

Section 2. That the following budget amendments are hereby authorized to be made in

the City's General Fund Code Enforcement Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$51,775	\$9,297	\$61,072	Adjust budget for vehicle repairs

Section 3. That the following budget amendments are hereby authorized to be made in

the City's General Fund Contractual Services Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,388,000	\$261,445	\$1,649,445	Adjust budget for prisoner housing and medical costs

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,143,855	\$371,380	\$3,515,235	Adjust budget for generator repairs, vehicle repairs, and engineering costs

Section 5. That the following budget amendments are hereby authorized to be made in

the City's General Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,486,816	\$480,000	\$3,966,816	Increase transfers to other funds to cover operating costs

Section 6. That the following budget amendments are hereby authorized to be made in

the City's Water & Sewer Operation & Maintenance Fund Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,409,405	\$1,244,559	\$4,653,964	Increase budget for water & sewer repairs

Section 7. That the following budget amendments are hereby authorized to be made in

the City's Bond & Interest Fund Principal Payments Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,489,600	\$1,170,245	\$4,659,845	Increase budget to repay principal on debt

Section 8. That the following budget amendments are hereby authorized to be made in

the City's Airport Improvement Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$549,000	\$920,482	\$1,469,482	Adjust budget for capital improvements to airport

Section 9. That the following budget amendments are hereby authorized to be made in the City's Municipal Road & Bridge Fund Other Services & Charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,215,000	\$306,500	\$1,521,500	Adjust budget for paving costs and engineering costs on capital projects

Section 10. That the following budget amendments are hereby authorized to be made in the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,450,000	\$7,348,918	\$9,798,918	Budget additional revenue and grant allocations for capital projects

Section 11. That the following budget amendments are hereby authorized to be made in the City's Series 2008 G.O. Note Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$110	\$110	Transfer interest earned to debt service fund

Section 12. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Delgado, seconded by Councilperson

Ware, and was adopted by the following, to wit;

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

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

(S E A L)

ATTEST:

Debra A. Bernardo
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 July, 2012.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February/ March Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Budgets
<u>Revenues & Beg. Cash Balance:</u>											
Taxes-Other	\$24,000		\$24,000		\$24,000		\$24,000		\$24,000		\$24,000
Licenses & Permits	4,441,600		4,441,600		4,441,600		4,441,600		4,441,600		\$4,441,600
Intergovernmental Revenues:											\$0
Federal	1,082,623		1,082,623	57,006	\$1,119,629	\$2,139,840	\$3,259,469	7,285	\$3,266,754	32,000	\$3,298,754
State	821,383		821,383	-98,976	\$722,407	\$86,869	\$809,276		\$809,276		\$809,276
County/City Shared	20,355,953	50,000	20,405,953		\$20,405,953		\$20,405,953		\$20,405,953		\$20,405,953
Charges for Services:	120,000		120,000	17,000	\$137,000	\$10,000	\$147,000		\$147,000		\$147,000
Public Safety	165,000		165,000		\$0	\$0	\$0		\$0		\$0
Streets	11,130		11,130		\$165,000	\$25,000	\$190,000		\$190,000		\$190,000
Sanitation	2,220,000		2,220,000		\$11,130	\$11,130	\$22,200		\$22,200		\$11,130
Misc.	0		0		\$0	\$0	\$0		\$0		\$0
Fines & Forf.	1,602,000		1,602,000		\$1,602,000		\$1,602,000		\$1,602,000		\$1,602,000
Misc. Revenues	236,500		236,500		\$236,500	\$30,000	\$266,500		\$266,500		\$266,500
Transfers-In	665,840		665,840		\$665,840		\$665,840		\$665,840		\$665,840
Non-Revenue Receipts	2,326,000		2,326,000		\$2,326,000		\$2,326,000		\$2,326,000		\$2,326,000
TOTAL REVENUES EXCLUSIVE OF											
PROPERTY TAXES	\$34,052,029	\$50,000	\$34,102,029	-\$24,970	\$34,077,059	\$2,291,709	\$36,368,768	\$7,285	\$36,376,053	\$32,000	\$36,408,053
Beg. Fund Balance	2,550,000	449,600	2,999,600	207,742	\$3,207,342	\$356,007	3,563,349	583,266	4,146,615	536,088	4,684,703
Property Tax Levy	11,800,000	0	11,800,000		\$11,800,000		11,800,000		11,800,000		11,800,000
TOTAL AVAIL. REVENUES	\$48,402,029	\$499,600	\$49,901,629	\$182,772	\$49,084,401	\$2,647,716	\$51,732,117	\$590,551	\$52,322,668	\$570,088	\$52,892,756

THE GENERAL FUND EXPENDITURE BUDGETS:

City Council											
Personnel	\$187,045		\$187,045		\$187,045		187,045		187,045		187,045
Supplies & Expenses	3,400		3,400		\$3,400		3,400		3,400		3,400
Other Services & Charges	121,115	7,234	128,349		\$128,349	\$874	129,223		129,223		129,223
Capital Outlays	0	69,341	69,341		\$69,341		69,341		69,341		69,341
Total - City Council	\$311,560	\$76,575	\$388,135	\$0	\$388,135	\$874	\$389,009	0	\$389,009	0	\$389,009
City Court											
Personnel	\$934,851		\$934,851		\$934,851	-\$7,104	927,747		927,747		927,747
Supplies & Expenses	11,915		11,915		\$11,915		11,915		11,915		11,915
Other Services & Charges	131,326		131,326		\$131,326	\$189,174	320,500	2,000	322,500		322,500
Capital Outlays	0		0		\$0		0		0		0
Total - City Court	\$1,078,092	\$0	\$1,078,092	\$0	\$1,078,092	\$182,070	\$1,260,162	2,000	\$1,262,162	0	\$1,262,162
Mayor/Admin.											
Personnel	\$523,398		\$523,398		\$523,398		523,398		523,398		523,398
Supplies & Expenses	12,000		12,000		\$12,000	\$900	12,900		12,900		12,900
Other Services & Charges	105,600	1,355	106,955		\$106,955		106,955		106,955		106,955
Capital Outlays	0		0		\$0		0		0		0
Total - Mayor/Admin.	\$640,998	\$1,355	\$642,353	\$0	\$642,353	\$900	\$643,253	0	\$643,253	0	\$643,253
Elections											
Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies & Expenses	0	0	0	0	0	0	0	0	0	0	0
Other Services & Charges	0	0	0	0	0	0	0	0	0	0	0
Capital Outlays	0	0	0	0	0	0	0	0	0	0	0
Total - Elections	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0	\$0
Muni. Clerk											
Personnel	\$143,049		\$143,049		\$143,049		143,049		143,049		143,049
Supplies & Expenses	3,800		3,800		\$3,800		3,800		3,800		3,800
Other Services & Charges	34,695		34,695		\$34,695		34,695	3,000	37,695		37,695
Capital Outlays	0		0		\$0		0		0		0
Total - Muni Clerk	\$181,544	\$0	\$181,544	\$0	\$181,544	\$0	\$181,544	3,000	\$184,544	0	\$184,544
Accounting											
Personnel	\$261,744		\$261,744		\$261,744		261,744		261,744		261,744
Supplies & Expenses	6,855		6,855		\$6,855		6,855		6,855		6,855
Other Services & Charges	2,075		2,075		\$2,075		2,075		2,075		2,075
Capital Outlays	0		0		\$0		0		0		0
Total - Accounting	\$270,674	\$0	\$270,674	\$0	\$270,674	\$0	\$270,674	0	\$270,674	0	\$270,674
Purchasing											
Personnel	\$128,577		\$128,577		\$128,577		128,577		128,577		128,577
Supplies & Expenses	6,628		6,628		\$6,628		6,628		6,628		6,628
Other Services & Charges	900		900		\$900		900		900		900
Capital Outlays	0		0		\$0		0		0		0
Total - Purchasing	\$136,105	\$0	\$136,105	\$0	\$136,105	\$0	\$136,105	0	\$136,105	0	\$136,105
City Attorney											
Personnel	\$92,097		\$92,097		\$92,097		92,097		92,097		92,097
Supplies & Expenses	0		0		\$0		0		0		0
Other Services & Charges	18,500		18,500		\$18,500		18,500		18,500		18,500
Capital Outlays	0		0		\$0		0		0		0
Total - City Attorney	\$110,597	\$0	\$110,597	\$0	\$110,597	\$0	\$110,597	0	\$110,597	0	\$110,597
Human Resources											
Personnel	\$189,524		\$189,524		\$189,524		189,524		189,524		189,524
Supplies & Expenses	8,920		8,920		\$8,920		8,920		8,920		8,920
Other Services & Charges	3,820		3,820		\$3,820		3,820		3,820		3,820

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

Original FY 2012	November		January		February/ March		May/June		Proposed July	
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts
Capital Outlays	0	0	0	0	0	0	0	0	0	0
Total - Human Resources	\$202,264	\$0	\$202,264	\$0	\$202,264	\$0	\$202,264	0	\$202,264	0
Loss Control										
Personnel	\$101,112		\$101,112		\$101,112		\$101,112		\$101,112	
Supplies & Expenses	5,505	263	5,768		5,768		5,768		5,768	
Other Services & Charges	4,845		4,845		4,845		4,845		4,845	
Capital Outlays	0	0	0	0	0	0	0	0	0	0
Total - Loss Control	\$111,462	\$263	\$111,725	\$0	\$111,725	\$0	\$111,725	0	\$111,725	0
Urban Development										
Personnel	\$461,055		\$461,055	\$7,706	\$468,761		\$468,761		\$468,761	
Supplies & Expenses	27,635	95	27,730	1,500	\$29,230		29,230		29,230	
Other Services & Charges	296,205		296,205	148,500	\$444,705		444,705	1,740	446,445	
Capital Outlays	21,000		21,000		\$21,000		21,000		21,000	
Total - Urban Dev.	\$805,895	\$95	\$805,990	\$157,706	\$963,696	\$0	\$963,696	1,740	\$965,436	0
Information Systems										
Personnel	\$388,284		\$388,284		\$388,284		\$388,284		\$388,284	
Supplies & Expenses	49,250		49,250		\$250		49,500		49,500	
Other Services & Charges	217,550		217,550		\$217,550		217,550	10,000	227,550	
Capital Outlays	170,000		170,000		\$17,500		187,500		187,500	
Total - Inf. Systems	\$825,084	\$0	\$825,084	\$0	\$825,084	\$17,750	\$842,834	10,000	\$852,834	0
Gen. Gov't Building										
Personnel		\$0	\$0		\$0		\$0		\$0	
Supplies & Expenses	32,485	32,485	\$32,485		\$32,485		32,485		32,485	
Other Services & Charges	124,833		124,833		124,833		124,833		124,833	
Capital Outlays	0	0	\$0		\$0		0		0	
Total - Gen. Gov't Building	\$157,318	\$0	\$157,318	\$0	\$157,318	\$0	\$157,318	0	\$157,318	0
Intermodal Facility (Depot) O & M:										
Personnel	\$0		\$0		\$0		\$0		\$0	
Supplies & Expenses	13,000		13,000		\$13,000		13,000		13,000	
Other Services & Charges	66,340		66,340		\$66,340		66,340		66,340	
Capital Outlays	0	0	\$0		\$0		0		0	
Total - Depot O & M	\$79,340	\$0	\$79,340	\$0	\$79,340	\$0	\$79,340	0	\$79,340	0
Metro Planning										
Personnel	\$201,371		\$201,371		\$201,371		\$201,371		\$201,371	
Supplies & Expenses	4,950		4,950	2,250	\$7,200		7,200		7,200	
Other Services & Charges	58,950	50,000	108,950	9,400	\$118,250		118,250		118,250	
Capital Outlays	0	0	1,800		\$1,800		1,800		1,800	
Total - Metro Planning	\$265,171	\$50,000	\$315,171	\$13,450	\$328,621	\$0	\$328,621	0	\$328,621	0
Gen. Gov't Insurance/Other serv.										
Personnel	\$5,760		\$5,760		\$5,760		\$5,760		\$5,760	
Supplies & Expenses	2,400		2,400		\$2,400		2,400		2,400	
Other Services & Charges	1,644,900		1,644,900	-75,000	\$1,569,900	\$50,000	1,619,900	30,000	1,649,900	
Capital Outlays	0	0	0		\$0		0		0	
Total - Gen. Gov't Insur/other Serv.	\$1,653,060	\$0	\$1,653,060	-75,000	\$1,578,060	\$50,000	\$1,628,060	30,000	\$1,658,060	0
Federal Programs Administration										
Personnel	\$129,156		129,156		\$129,156		129,156	5,280	134,436	
Supplies	8,550	\$500	9,050		\$9,050		9,800	100	9,900	
Other Services & Charges	9,194		9,194		\$9,194		9,194	60	9,254	
Capital Outlay	342,825		342,825	\$209,759	\$133,066		133,066		133,066	
Total - Federal Programs Admin.	\$489,725	\$500	\$490,225	\$209,759	\$280,466	\$750	\$281,216	\$5,440	\$286,656	\$0
Recap - General Government Cost Centers										
Personnel	\$3,747,023	\$0	\$3,747,023	\$7,706	\$3,754,729	-\$7,104	\$3,747,625	\$5,280	\$3,752,905	\$0
Supplies & Expenses	\$197,293	\$858	\$198,151	\$3,750	\$201,901	\$1,900	\$203,801	\$700	\$205,901	\$0
Other Services & Charges	\$2,840,748	\$58,589	\$2,899,337	\$82,900	\$2,982,237	\$240,048	\$1,222,285	\$46,800	\$3,269,085	\$0
Capital Outlays	\$533,825	\$69,341	\$603,166	-\$207,959	\$395,207	\$17,600	\$412,707	\$0	\$412,707	\$0
Total - Gen. Government	\$7,318,889	\$728,788	\$7,447,677	-\$173,603	\$7,334,074	\$252,344	\$7,586,418	\$2,180	\$7,638,598	0
Police										
Personnel	\$8,901,571		\$8,901,571		\$8,901,571		\$8,906,741		\$8,906,741	
Supplies & Expenses	700,033	26,533	726,566	7,850	\$734,416	\$21,753	756,169	58,000	814,169	
Other Services & Charges	500,161	10,800	510,961	6,440	\$517,401	-\$12,383	505,018	15,000	520,018	2,000
Capital Outlays	991,050	197,073	1,188,123	103,528	\$1,291,651	-\$730	1,290,921	60,967	1,351,888	
Total - Police	\$11,092,815	\$234,406	\$11,327,221	\$117,818	\$11,445,039	\$13,810	\$11,458,849	133,967	\$11,592,816	2,000
Police & Fire Training										
Personnel	\$31,470		\$31,470		\$31,470		\$31,470		\$31,470	
Supplies & Expenses	139,513	13,267	152,780		\$152,780	-\$4,802	147,978		147,978	
Other Services & Charges	132,512	7,831	140,343		\$140,343	\$50,920	191,263		191,263	
Capital Outlays	0	0	0		\$0		0		0	
Total - Police & Fire Training	\$303,495	\$21,098	\$324,593	\$0	\$324,593	\$46,118	\$370,711	0	\$370,711	0
Fire										
Personnel	\$6,439,574		\$6,439,574		\$6,439,574		\$6,439,574	-5,280	\$6,434,294	
Supplies & Expenses	287,962	9,804	297,766		\$297,766	\$13,000	310,766	7,000	317,766	
Other Services & Charges	305,460		305,460		\$305,460		305,460		305,460	
Capital Outlays	59,000		59,000		\$59,000	\$88,164	146,164	14,584	160,748	8,634

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012		November		January		Amended March		February/ Amend'ts		Amended May/June		Proposed July Amend'ts		Proposed Budgets
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	
Total - Fire Dept.	\$7,050,996	\$9,804	\$7,100,800	\$0	\$7,100,800	\$0	\$7,100,800	\$101,164	\$7,201,964	16,304	\$7,218,268	-8,634	\$7,227,102		
Code Enforcement															
Personnel	\$500,455		\$500,455		\$500,455		\$500,455	\$19,411	\$519,866		\$519,866		\$519,866		
Supplies & Expenses	31,200		31,200	2,497	33,697		33,697		33,697		33,697		33,697		
Other Services & Charges	51,775		58,572		58,572		58,572		58,572		58,572		58,572	2,500	61,072
Capital Outlays	0		0		0		0		0		0		0		0
Total - Code Enforcement	\$583,430		\$590,227	\$2,497	\$592,724		\$592,724	\$19,411	\$612,135	0	\$612,135		\$612,135	2,500	\$614,635
Contractual Services - Public Safety															
Personnel	\$160,000		\$160,000		\$160,000		\$160,000		\$160,000		\$160,000		\$160,000		\$160,000
Supplies & Expenses	0		0		0		0		0		0		0		0
Other Services & Charges	1,388,000		1,388,000		\$1,388,000		\$1,388,000	\$61,445	1,449,445	170,000	1,619,445	30,000	1,649,445		
Capital Outlays	0		0		0		0		0		0		0		0
Total - Cont. Serv. - Public Safety	\$1,548,000		\$1,548,000	\$0	\$1,548,000		\$1,548,000	\$61,445	\$1,609,445	170,000	\$1,779,445	30,000	\$1,809,445		
Public Services Cost Centers:															
Traffic Maint.															
Personnel	\$347,475		\$347,475		\$347,475		\$347,475		\$347,475	5,000	\$352,475		\$352,475		
Supplies & Expenses	126,644		133,544		\$133,544		\$133,544	\$4,000	137,544		137,544		137,544		
Other Services & Charges	56,078		56,078		\$56,078		\$56,078		56,078		56,078		56,078		56,078
Capital Outlays	122,000		122,000		\$122,000		\$122,000		122,000		122,000		122,000		122,000
Total - Traffic Maint.	\$652,197		\$659,097	\$0	\$659,097		\$659,097	\$4,000	\$663,097	5,000	\$668,097	0	\$668,097		
Streets															
Personnel	\$1,750,166		\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266		\$1,750,266
Supplies & Expenses	446,700		450,750		\$450,750		\$450,750	\$2,000	452,750	29,000	481,750		481,750		481,750
Other Services & Charges	181,171		181,171	-18,000	\$165,171		\$165,171	\$29,000	194,171	25,000	219,171		219,171		219,171
Capital Outlays	0		0	16,000	\$16,000		\$16,000		16,000	-4,000	12,000		12,000		12,000
Total - Streets	\$2,378,037		\$2,382,187	\$0	\$2,382,187		\$2,382,187	\$31,000	\$2,413,187	50,000	\$2,463,187	0	\$2,463,187		
Street Lights															
Personnel			\$0		\$0		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses			0		\$0		\$0		0		0		0		0
Other Services & Charges	1,100,000		1,100,000		\$1,100,000		\$1,100,000		1,100,000		1,100,000		1,100,000		1,100,000
Capital Outlays	0		0		0		0		0		0		0		0
Total - Street Lights	\$1,100,000		\$1,100,000	\$0	\$1,100,000		\$1,100,000	\$0	\$1,100,000	0	\$1,100,000	0	\$1,100,000		
Engineering															
Personnel	\$325,293		\$325,293	\$2,060	\$327,353		\$327,353		\$327,353		\$327,353		\$327,353		\$327,353
Supplies & Expenses	15,720		16,166		\$16,166		\$16,166		16,166		16,166		16,166		16,166
Other Services & Charges	257,050		257,050		\$257,050		\$257,050		257,050	20,600	277,650	150,000	427,650		427,650
Capital Outlays	17,500		17,500		\$17,500		\$17,500		17,500		17,500		17,500		17,500
Total - Engineering	\$615,563		\$616,009	\$2,060	\$618,069		\$618,069	\$0	\$618,069	20,600	\$638,669	150,000	\$788,669		
Shop															
Personnel	\$477,486		\$477,486		\$477,486		\$477,486		\$477,486		\$477,486		\$477,486		\$477,486
Supplies & Expenses	47,675		47,675		\$47,675		\$47,675	\$5,600	53,275		53,275		53,275		53,275
Other Services & Charges	44,361		44,361		\$44,361		\$44,361	\$7,000	51,361		51,361		51,361		51,361
Capital Outlays	0		0		0		0		0		0		0		0
Total - Shop	\$569,512		\$569,512	\$0	\$569,512		\$569,512	\$12,600	\$582,112	0	\$582,112	0	\$582,112		
GOFs															
Personnel	\$302,807		\$302,807		\$302,807		\$302,807		\$302,807	4,000	\$306,807		\$306,807		\$306,807
Supplies & Expenses	22,600		22,600		\$22,600		\$22,600	-\$4,000	18,600		18,600		18,600		18,600
Other Services & Charges	14,255		14,255		\$14,255		\$14,255	\$10,280	24,535		24,535		24,535		24,535
Capital Outlays	0		0		0		0		0		0		0		0
Total - GOFs	\$339,662		\$339,662	\$0	\$339,662		\$339,662	\$6,280	\$345,942	4,000	\$349,942	0	\$349,942		
Drainage															
Personnel	\$160,625		\$161,625		\$161,625		\$161,625		\$161,625	1,000	\$162,625		\$162,625		\$162,625
Supplies & Expenses	76,400		76,830		\$76,830		\$76,830		76,830		76,830		76,830		76,830
Other Services & Charges	436,000		436,000		\$436,000		\$436,000		436,000		436,000	40,000	476,000		476,000
Capital Outlays	310,000		310,000		\$310,000		\$310,000		310,000		310,000		310,000		310,000
Total - Drainage	\$983,025		\$985,455	\$0	\$986,455		\$986,455	\$0	\$986,455	1,000	\$987,455	40,000	\$1,027,455		
Construction															
Personnel	\$578,864		\$578,864		\$578,864		\$578,864		\$578,864	4,000	\$582,864		\$582,864		\$582,864
Supplies & Expenses	88,834		94,834		\$94,834		\$94,834		94,834	4,000	98,834		98,834		98,834
Other Services & Charges	105,335		105,335		\$105,335		\$105,335	\$500	105,835	60,000	165,835		165,835		165,835
Capital Outlays	202,718		202,963		\$202,963		\$202,963	-\$245	202,718		202,718		202,718		202,718
Total - Construction	\$975,751		\$981,996	\$0	\$981,996		\$981,996	\$255	\$982,251	68,000	\$1,050,251	0	\$1,050,251		
Sanitation															
Personnel	\$1,262,662		\$1,262,662		\$1,262,662		\$1,262,662	-\$19,411	\$1,243,251		\$1,243,251		\$1,243,251		\$1,243,251
Supplies & Expenses	279,350		279,350		\$279,350		\$279,350		314,350	25,000	339,350		339,350		339,350
Other Services & Charges	924,865		924,865		\$924,865		\$924,865	\$10,000	934,865	40,000	974,865		974,865		974,865
Capital Outlays	0		0		0		0		0		0		0		0
Total - Sanitation	\$2,466,877		\$2,466,877	\$0	\$2,466,877		\$2,466,877	\$25,589	\$2,492,466	65,000	\$2,557,466	0	\$2,557,466		
Street Cleaning															
Personnel	\$68,778		\$68,778		\$68,778		\$68,778		\$68,778		\$68,778		\$68,778		\$68,778
Supplies & Expenses	19,800		19,800	5,000	\$24,800		\$24,800		24,800		24,800		24,800		24,800
Other Services & Charges	16,100		16,100	-5,000	\$11,100		\$11,100		11,100		11,100		11,100		11,100
Capital Outlays	210,000		210,000		\$210,000		\$210,000		210,000		210,000		210,000		210,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2012

	Original FY 2012		November		Amended		January		Amended		February/ March		Amended		May/June		Amended		Proposed	
	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts	Budgets	Amend'ts
Total - Street Cleaning	\$314,678	\$0	\$0	\$314,678	\$0	\$314,678	\$0	\$314,678	\$0	\$314,678	\$0	\$314,678	0	\$314,678	0	\$314,678	0	\$314,678	0	\$314,678
Health																				
Personnel	\$415,849				\$415,849				\$415,849					\$415,849			\$415,849			\$415,849
Supplies & Expenses	129,900				129,900				129,900					139,900			139,900			139,900
Other Services & Charges	8,650				8,650				8,650					8,650			8,650			8,650
Capital Outlays	0				0				0					0			0			0
Total - Health	\$554,399	\$0	\$554,399	\$0	\$554,399	\$0	\$554,399	\$0	\$554,399	\$0	\$554,399	\$0	\$554,399	3,000	\$564,399	3,000	\$564,399	0	\$564,399	0
Recap - Public Services:																				
Personnel	\$5,690,005	\$1,100	\$5,691,105	\$2,060	\$5,693,165		\$2,060	\$5,693,165	\$5,693,754		\$19,411	\$5,693,754	14,000	\$5,687,754	0	\$5,687,754	0	\$5,687,754	0	\$5,687,754
Supplies & Expenses	\$1,253,623	19,826	1,273,449	5,000	\$1,278,449		5,000	\$1,278,449	49,600		49,600	1,328,049	61,000	1,389,049	0	1,389,049	0	1,389,049	0	1,389,049
Other Services & Charges	\$3,143,855	0	3,143,855	-21,000	\$3,122,855		-21,000	\$3,122,855	56,780		56,780	3,179,635	145,600	3,325,235	190,000	3,515,235	190,000	3,515,235	0	874,218
Capital Outlays	\$862,218	245	862,463	16,000	\$878,463		16,000	\$878,463	-245		-245	878,218	-4,000	874,218	0	874,218	0	874,218	0	874,218
Total - Public Services	\$10,949,701	\$21,171	\$10,970,872	\$2,060	\$10,972,932		\$2,060	\$10,972,932	\$86,724		\$86,724	\$11,059,656	216,600	\$11,276,256	190,000	\$11,466,256	190,000	\$11,466,256	0	\$11,466,256
Animal Control																				
Personnel	\$120,460				\$120,460				\$120,460					\$120,460			\$120,460			\$120,460
Supplies & Expenses	17,050				17,050				17,050					21,550			21,550			21,550
Other Services & Charges	116,113				116,113				116,113					118,113			118,113			118,113
Capital Outlays	23,000				23,000				23,000					23,000			23,000			23,000
Total - Animal Control	\$276,623	\$0	\$276,623	\$0	\$276,623		\$0	\$276,623	\$6,500		\$6,500	\$283,123	0	\$283,123	0	\$283,123	0	\$283,123	0	\$283,123
Human/Social Assist.																				
Personnel					\$0				\$0					\$0			\$0			\$0
Supplies & Expenses					0				0					0			0			0
Other Services & Charges					150,000				150,000					150,000			150,000			150,000
Capital Outlays	150,000				0				0					0			0			0
Total - Human/Social Assist.	\$150,000	\$0	\$150,000	\$0	\$150,000		\$0	\$150,000	\$150,000		\$150,000	0	\$150,000	0	\$150,000	0	\$150,000	0	\$150,000	0
Economic Dev.																				
Personnel					\$0				\$0					\$0			\$0			\$0
Supplies & Expenses					0				0					0			0			0
Other Services & Charges					160,000				160,000					2,160,000			2,160,000			2,160,000
Capital Outlays	160,000				0				0					0			0			0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$0	\$160,000	\$2,160,000		\$2,160,000	0	\$2,160,000	0	\$2,160,000	0	\$2,160,000	0	\$2,160,000	0
Debt Service																				
Principal	\$1,521,125				\$1,521,125				\$1,521,125					\$1,521,125			\$1,521,125			\$1,521,125
Interest	221,160				\$221,160				\$221,160					\$221,160			\$221,160			\$221,160
Total Debt Service	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285		\$0	\$1,742,285	\$0		\$0	\$1,742,285	0	\$1,742,285	0	\$1,742,285	0	\$1,742,285	0	\$1,742,285
Airport																				
Personnel	\$93,780				\$93,780				\$93,780					\$93,780			\$93,780			\$93,780
Supplies & Expenses	\$4,029				\$4,029				\$4,500					58,529			58,529			58,529
Other Services & Charges	73,603				73,873				\$73,873					73,873			75,373			75,373
Capital Outlays	0				0				0					0			0			0
Total - Airport	\$221,412	\$270	\$221,682	\$0	\$221,682		\$0	\$221,682	\$4,500		\$4,500	\$226,182	1,500	\$227,682	0	\$227,682	0	\$227,682	0	\$227,682
Cemetery																				
Personnel	\$592,288				\$592,288				\$592,288					\$592,288			\$592,288			\$592,288
Supplies & Expenses	84,100				84,100				84,100					84,100			84,100			84,100
Other Services & Charges	51,350				52,616				\$52,616					52,616			52,616			52,616
Capital Outlays	276,000				276,000				276,000					276,000			276,000			276,000
Total - Cemetery	\$1,003,738	\$1,266	\$1,005,004	\$0	\$1,005,004		\$0	\$1,005,004	\$0		\$0	\$1,005,004	0	\$1,005,004	0	\$1,005,004	0	\$1,005,004	0	\$1,005,004
Parking Garages																				
Personnel	\$181,765				\$181,765				\$181,765					\$181,765			\$181,765			\$181,765
Supplies & Expenses	6,550				6,550				\$700					7,250			7,250			7,250
Other Services & Charges	120,902				150,902				150,902					150,902			150,902			150,902
Capital Outlays	28,020				28,020				28,020					28,020			28,020			28,020
Total - Parking Garages	\$337,237	\$30,000	\$367,237	\$0	\$367,237		\$0	\$367,237	\$700		\$700	\$367,937	0	\$367,937	0	\$367,937	0	\$367,937	0	\$367,937
Transfers to Other Funds	\$3,486,816	46,000	\$3,532,816	174,000	\$3,706,816		\$55,000	\$3,761,816	\$55,000		\$55,000	\$3,761,816	205,000	\$3,966,816	205,000	\$3,966,816	205,000	\$3,966,816	205,000	\$3,966,816
EXPENDITURES & TRANSFERS	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809		\$647,716	\$49,595,525	\$590,551		\$590,551	\$50,186,076	438,334	\$50,624,410	438,334	\$50,624,410	438,334	\$50,624,410	438,334	\$50,624,410
Recap - General Fund																				
Personnel	\$26,458,391	\$1,100	\$26,459,491	\$9,766	\$26,469,257		-\$1,934	\$26,467,323	14,000		\$26,481,323	14,000	\$26,481,323	0	\$26,481,323	0	\$26,481,323	0	\$26,481,323	0
Supplies & Expenses	2,771,353	70,288	2,841,641	19,097	2,860,738		91,151	2,951,889	126,100		3,077,989	126,100	3,077,989	0	3,077,989	0	3,077,989	0	3,077,989	0
Other Services & Charges	9,034,479	115,553	9,150,032	68,340	9,218,372		2,398,810	11,617,182	378,900		11,996,082	378,900	11,996,082	224,500	12,220,582	224,500	12,220,582	224,500	12,220,582	224,500
Capital Outlays	2,772,113	266,659	3,038,772	-88,431	2,950,341		104,689	3,055,030	71,551		3,126,581	71,551	3,126,581	8,834	3,135,415	8,834	3,135,415	8,834	3,135,415	8,834
Principal Payments	1,521,125	0	1,521,125	0	1,521,125		0	1,521,125	0		1,521,125	0	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125	0
Interest Payments	221,160	0	221,160	0	221,160		0	221,160	0		221,160	0	221,160	0	221,160	0	221,160	0	221,160	0
Total - Gen. Fund Cost Centers	\$42,778,621	\$453,600	\$43,232,221	\$8,772	\$43,240,993		\$2,592,716	\$45,833,709	\$90,551		\$46,424,260	\$233,334	\$46,657,594	\$233,334	\$46,657,594	\$233,334	\$46,657,594	\$233,334	\$46,657,594	\$233,334
Transfers to Other Funds	3,486,816	46,000	3,532,816	174,000	3,706,816		55,000	3,761,816	55,000		3,761,816	205,000	3,966,816	205,000	3,966,816	205,000	3,966,816	205,000	3,966,816	205,000
Total - Expenditures & Transfers	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809		\$2,647,716	\$49,595,525	\$590,551		\$50,186,076	\$438,334	\$50,624,410	\$438,334	\$50,624,410	\$438,334	\$50,624,410	\$438,334	\$50,624,410	\$438,334
Ending Cash Budget	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592		\$0	\$2,136,592	\$0		\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

Original

FY 2012	Nov./Dec.	January	February/March/April	May/June	July	Proposed
Budgets	Amend'ts	Amend'ts	Amend'ts	Amend'ts	Amend'ts	Budgets

Parks & Recreation (Fund #2):

Recreation Maint. Cost Center						
Personnel	\$916,639	\$916,639	\$916,639	24,330	\$940,969	\$940,969
Supplies & Expenses	291,985	2,058	\$294,043	30,000	339,043	339,043
Other Services & Charges	168,000	1,170	\$204,170	50,000	254,170	254,170
Capital Outlays	617,300	-110,545	\$506,755	\$506,755	657,895	657,895
Total - Recreation Maint.	\$2,013,924	-\$107,317	\$1,906,607	\$15,000	\$2,192,077	\$2,192,077

Recreation Admin.

Personnel	\$442,373	\$442,373	\$442,373	44,440	\$486,813	\$486,813
Supplies & Expenses	88,962	8,000	\$96,962	-10,284	86,678	92,678
Other Services & Charges	426,350	250	\$426,600	14,284	456,884	456,884
Capital Outlays	0	0	\$0	0	0	0
Total - Recreation Admin.	\$957,685	\$8,250	\$965,935	4,000	\$969,935	\$969,935

Kemper Park Zoo

Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Supplies & Expenses	0	0	\$0	0	0	0
Other Services & Charges	725,793	725,793	\$725,793	-241,929	483,864	544,347
Capital Outlays	0	0	\$0	0	0	0
Total - Kemper Park	\$725,793	\$0	\$725,793	-241,929	\$483,864	\$544,347

Recap - Parks & Recreation Fund:

Personnel	\$1,359,012	\$0	\$1,359,012	\$0	\$1,359,012	68,770	\$1,427,782	0	\$1,427,782
Supplies & Expenses	380,947	10,058	391,005	0	\$391,005	19,716	410,721	21,000	431,721
Other Services & Charges	1,340,143	1,420	1,341,563	15,000	\$1,356,563	64,284	1,420,847	-225,929	1,194,918
Capital Outlays	617,300	-110,545	\$506,755	0	\$506,755	0	\$506,755	151,140	657,895
Total - Recreation Maint.	\$3,697,402	-\$99,067	\$3,598,335	\$15,000	\$3,613,335	\$84,000	\$3,697,335	\$14,981	\$3,712,316
									\$60,483
									\$3,772,799

Municipal Fire Protection (Fund #5):

Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies & Expenses	67,900	67,900	\$67,900	4,000	71,900	71,900	71,900	71,900
Other Services & Charges	26,000	26,000	\$26,000		26,000	26,000	26,000	26,000
Capital Outlays	423,761	24,615	\$448,376	11,000	455,376	455,376	455,376	455,376
Principal Payments	144,870	0	\$144,870		144,870	144,870	144,870	144,870
Interest Payments	27,217	0	\$27,217		27,217	27,217	27,217	27,217
Total - Municipal Fire Prot. Fund	\$689,748	\$24,615	\$714,363	\$11,000	\$725,363	\$0	\$725,363	\$0
Total - Municipal Fire Prot. Fund								

Special Streets (Fund #8):

Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies & Expenses	0	0	\$0	0	0	0	0
Other Services & Charges	193,500	12,631	206,131	206,131	206,131	206,131	206,131
Capital Outlays	0	0	\$0	0	0	0	0
Total - Special Streets	\$193,500	\$12,631	\$206,131	\$0	\$206,131	0	\$206,131

Water & Sewer Operation & Maint. (Fund #9):

Customer Accounts Cost Center																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								</
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Water Transmission Cost Center

Personnel	\$872,754	\$872,754	\$872,754	\$872,754	\$872,754	\$872,754	\$872,754
Supplies & Expenses	172,450	172,450	\$172,450	24,000	196,450	196,450	196,450
Other Services & Charges	406,100	150,000	\$556,100	556,100	556,100	556,100	556,100
Capital Outlays	204,000	204,000	\$204,000	204,000	204,000	204,000	204,000
Total - Water Trans.	\$1,655,304	\$150,000	\$1,805,304	24,000	\$1,829,304	-130,213	\$1,699,091

Plant Cost Center

Personnel	\$525,179	\$525,179	\$525,179	\$525,179	\$525,179	\$525,179	\$525,179
Supplies & Expenses	158,200	45,200	\$203,400	4,000	207,400	207,400	207,400
Other Services & Charges	895,700	8,690	\$904,390	87,500	991,890	-45,000	1,036,890
Capital Outlays	23,500	23,500	\$23,500	23,500	23,500	23,500	23,500
Total - Plant	\$1,602,579	\$53,890	\$1,656,469	91,500	\$1,747,969	45,000	\$1,792,969

Sewer Cost Center

Personnel	\$656,763	\$656,763	\$656,763	\$656,763	\$656,763	\$656,763	\$656,763
Supplies & Expenses	213,300	3,540	\$216,840	10,500	227,340	247,340	247,340
Other Services & Charges	496,100	160,025	\$656,125	281,650	937,775	217,213	1,158,988
Capital Outlays	423,000	423,000	\$423,000	423,000	423,000	423,000	423,000
Total - Water Trans.	\$1,787,663	\$165,065	\$1,952,728	292,150	\$2,244,878	217,213	\$2,466,091

Lagoon Cost Center

Personnel	\$244,106	\$244,106	\$244,106	\$244,106	\$244,106	\$244,106	\$244,106
Supplies & Expenses	311,000	311,000	\$311,000	27,800	338,800	378,800	378,800
Other Services & Charges	1,497,000	216,256	\$1,713,256	1,713,256	1,825,256	-45,000	1,780,256
Capital Outlays	50,000	30,000	\$80,000	80,000	80,000	80,000	80,000
Principal Payments	0	0	\$0	0	0	0	0
Interest Payments	0	0	\$0	0	0	0	0
Total - Lagoon Cost Center	\$2,102,106	\$246,256	\$2,348,362	27,800	\$2,376,162	-45,000	\$2,483,162

Recap: Water & Sewer O & M Fund:

Personnel	\$2,516,329	\$1,500	\$2,517,829	\$0	\$2,517,829	\$0	\$2,517,829	-\$130,213	\$2,387,616
Supplies & Expenses	862,918	48,740	\$911,658	66,300	\$977,958	60,000	\$1,037,958	0	1,037,958
Other Services & Charges	3,409,405	537,296	\$3,946,701	0	\$3,946,701	116,000	\$4,062,701	217,213	4,279,914
Capital Outlays	700,500	30,000	\$730,500	0	\$730,500	0	\$730,500	0	730,500
Principal Payments	0	0	\$0	0	\$0	0	\$0	0	0

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

Original

FY 2012

Budgets

Amend'ts

Nov/Dec.

Amend'ts

January

Amend'ts

Amended

Budgets

Feb/March/

April

Amend'ts

May/June

Amend'ts

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Budgets

July

Amend'ts

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CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

Original

	FY 2012 Budgets	Nov./Dec. Amend'ts	January Amend'ts	February/ April Amend'ts	May/June Amend'ts	July Amend'ts	Proposed Amended Budgets
Interest on Bonds	0	0	0	0	0	0	0
Paying Agent Fees	0	0	0	0	0	0	0
Other Services & Charges	0	0	0	0	0	0	0
Total - 2007 G.O. Refunding	0	0	0	0	0	0	0

Municipal Road & Bridge (Fund #72):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	155,000	15,400	170,400		170,400		170,400
Other Services & Charges	1,215,000	196,500	1,411,500		1,411,500		1,521,500
Capital Outlays	5,379,900	652,800	6,032,700		6,032,700		5,922,700
Principal	23,547		23,547		23,547		23,547
Interest	6,438		6,438		6,438		6,438
Total - Municipal Road & Bridge	\$6,779,885	\$864,700	\$7,644,585	\$0	\$7,644,585	\$0	\$7,644,585

Mass Transit (Fund #73):

Personnel	\$567,224	\$200	\$567,424		\$567,424		\$567,424
Supplies & Expenses	198,950	1,250	200,200		200,200		215,200
Other Services & Charges	154,800	14,700	169,500		164,000		164,000
Capital Outlays	1,015,411		1,015,411		980,101		980,101
Total - Mass Transit Fund	\$1,936,385	\$16,150	\$1,952,535	\$29,000	\$1,926,725	\$0	\$1,926,725

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	614,400		614,400		388,554		388,554
Capital Outlays	2,450,000	1,530,000	3,980,000		4,520,090		9,520,090
Total - W & S Construction Fund	\$3,064,400	\$1,530,000	\$4,594,400	\$314,244	\$4,908,644	\$278,828	\$9,798,918

Community Centers (Fund #77):

Personnel	\$482,551		\$482,551		\$482,551		\$482,551
Supplies & Expenses	64,300		64,300		68,500		68,500
Other Services & Charges	263,500		263,500		263,500		263,500
Capital Outlays	133,000		133,000		133,000		133,000
Total - Community Centers Fund	\$943,351	\$0	\$943,351	\$4,200	\$947,551	\$0	\$947,551

Series 2009 G.O. Bonds - AMR Project (Fund #78)

Supplies	\$0		\$0		0		0
Other Services & Charges	\$255,000		\$255,000		255,000		255,000
Capital Outlay	601,700		594,939		594,939		594,939
Total - Series 2009 G.O. Bonds	\$856,700	-\$6,761	\$849,939	\$0	\$849,939	\$0	\$849,939

Community Dev. Block Grant (Fund #82):

Personnel	\$234,010		\$234,010		\$234,010		\$234,010
Supplies & Expenses	9,500		9,500		9,500		9,500
Other Services & Charges	645,403		567,468		567,468		567,468
Capital Outlays	1,840,655		1,840,655		1,820,269		1,820,269
Transfers	80,000		80,000		80,000		80,000
Total - CDBG Fund	\$2,809,568	-\$77,935	\$2,731,633	-\$20,386	\$2,711,247	\$0	\$2,711,247

Series 2002 TIF (Southern Pointe) Construction (Fund # 88):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	0		0		0		0
Transfers to other Funds	0		0		0		0
Total - Series 2002 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Series 2004 TIF (Home Depot) Construction (Fund # 89):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	0		0		0		0
Transfers	0		0		0		0
Total - Series 2004 Const. Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	450,000		402,349		402,349		402,349
Transfers	0		0		0		110
Total - Series 2004 Const. Fund	\$450,000	-\$47,651	\$402,349	\$0	\$402,349	\$110	\$402,349

TIF (Turtle Creek) Construction (Fund # 91):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		59,500		59,500		59,500
Capital Outlays	0		655,500		655,500		655,500
Transfers	0		5		5		5
Total - Series 2004 Const. Fund	\$0	\$5	\$715,005	\$0	\$715,005	\$0	\$715,005

Series 2001 G.O. Bond Construction (Fund # 95):

Personnel	\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0
Other Services & Charges	0		0		0		0
Capital Outlays	150,000		187,146		187,146		187,146
Transfers	0		0		0		0
Total - Series 2001 Const. Fund	\$150,000	\$37,146	\$187,146	\$0	\$187,146	\$0	\$187,146

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other
Fiscal Year Ending September 30, 2012

Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	Feb/March/ April Amend'ts	Amended Budgets	May/June Amend'ts	Amended Budgets	Proposed July Amend'ts	Proposed Budgets
Mississippi Dev. Bank Construction (Fund # 98):										
Personnel		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses		0		0		0		0		0
Other Services & Charges		0		0		0		0		0
Capital Outlays	2,773,575	-2,385	2,771,190	\$2,771,190	-284,835	2,506,355		2,506,355		2,506,355
Total - MDB Fund	\$2,773,575	-\$2,385	\$2,771,190	\$2,771,190	-\$284,835	\$2,506,355	\$0	\$2,506,355	\$0	\$2,506,355
Kamper Park Imp. (Fund #98):										
Personnel		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses		0		0		0		0		0
Other Services & Charges		0		0		0		0		0
Capital Outlays	325,000	-89,948	235,052	\$235,052		235,052		235,052		235,052
Total - Kamper Park Imp. Fund	\$325,000	-\$89,948	\$235,052	\$235,052	0	\$235,052	\$0	\$235,052	\$0	\$235,052
Series 2010 Water & Sewer G.O. Constr. (Fund #99):										
Personnel										
Supplies & Expenses										
Other Services & Charges										
Capital Outlay	\$5,879,000	\$357,632	6,236,632	\$6,236,632		6,236,632		6,236,632		6,236,632
Total - Series 2010 Constr.	\$5,879,000	\$357,632	\$6,236,632	\$6,236,632	\$0	\$6,236,632	\$0	\$6,236,632	\$0	\$6,236,632
Series 2012 Water & Sewer Const. (Fund #94):										
Personnel		\$0		\$0		\$0		\$0		\$0
Supplies & Expenses		0		0		0		0		0
Other Services & Charges		0		0		169,406		169,406		169,406
Capital Outlays			0	\$0		11,939,566		11,939,566		11,939,566
Transfers Out	0	0	0	\$0		391,028		391,028		391,028
Total - Series 2008 Const.	\$0	\$0	\$0	\$0	\$12,500,000	\$12,500,000	\$0	\$12,500,000	\$0	\$12,500,000
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND										
General Fund	\$58,675,316	\$3,117,140	\$61,792,456	\$771,886	\$62,564,342	\$14,970,514	\$77,534,856	\$5,386,460	\$82,921,316	\$1,252,707
TOTAL EXPENDITURES & TRANS	\$46,265,437	\$495,600	\$46,765,037	\$182,772	\$46,947,809	\$2,647,716	\$49,595,525	\$590,551	\$50,186,076	\$438,334
TOTAL EXPENDITURES & TRANS	\$104,940,753	\$3,616,740	\$108,557,493	\$954,658	\$109,512,151	\$17,618,230	\$127,130,381	\$5,977,011	\$133,107,392	\$1,591,041
Less: Interfund Transfers	-14,679,956	-48,005	-14,727,961	-174,000	-14,899,961	-1,051,028	-15,950,989	0	-15,950,989	-205,110
TOTAL EXPENDITURES	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,156,403	\$1,485,931
Recap of City-Wide Expenditure Budgets:										
Personnel	\$31,677,517	\$2,800	\$31,620,317	\$9,766	\$31,630,083	-\$1,934	\$31,628,149	\$82,770	\$31,710,919	-\$130,213
Supplies & Expenses	\$145,846	\$145,736	\$4,801,582	\$5,097	\$4,806,679	\$224,690	\$5,031,369	\$212,820	\$5,244,189	\$0
Other Services & Charges	\$17,450,799	\$800,165	\$18,250,964	-\$8,660	\$18,242,304	\$2,925,704	\$21,168,008	\$268,971	\$21,435,979	\$612,198
Capital Outlays	\$26,100,937	\$2,622,034	\$28,722,971	\$774,455	\$29,497,426	\$12,171,397	\$41,668,823	\$5,233,425	\$46,902,248	\$1,003,948
Principal Payments	8,092,186	0	8,092,186	0	8,092,186	1,232,245	9,324,431	0	9,324,431	13,000
Interest Payments	2,343,572	0	2,343,572	0	2,343,572	15,100	2,358,672	179,025	2,537,697	-13,000
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
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Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,202	\$111,179,392	\$5,977,011	\$117,155,403	\$1,485,931
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$16,567,20				

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$24,000
Licenses & Permits	4,441,600
Inter-governmental Revenues:	
Federal Grants	3,298,754
State Grants	809,276
State-Shared Revenues	20,405,953
County Shared Revenues	147,000
Charges for Services:	
Public safety	190,000
Streets	11,130
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	
Miscellaneous	1,602,000
Transfers-In	266,500
Non-Revenue Receipts	665,840
Total From All Sources	<u>2,326,000</u>
Other Than taxation	
Beginning Cash and	
Investment Balance	<u>36,408,053</u>
Amount to be Raised by Tax Levy	<u>4,684,703</u>
TOTAL FROM ALL SOURCES	<u>11,800,000</u>
	<u>\$52,892,756</u>

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,752,905
Supplies & Expenses	203,901
Other services & Charges	3,269,085
Capital Outlays	412,707
Total - General Government	<u>7,638,598</u>
Police Dept.:	
Personnel	8,906,741
Supplies & Expenses	814,169
Other services & Charges	522,018
Capital Outlays	1,351,888
Total - Police Dept.	<u>11,594,816</u>
Police & Fire Training:	
Personnel	31,470
Supplies & Expenses	147,978
Other services & Charges	191,263
Capital Outlays	0
Total - Police & Fire Training	<u>370,711</u>
Fire Dept.:	
Personnel	6,434,294
Supplies & Expenses	317,766
Other services & Charges	305,460
Capital Outlays	169,582
Total - Fire Dept.	<u>7,227,102</u>
Land Development Administration:	
Personnel	519,866
Supplies & Expenses	33,697
Other services & Charges	61,072
Capital Outlays	0
Total - Land Dev. Admin.	<u>614,635</u>

Public Safety Contractual Services:	
Personnel	160,000
Other services & Charges	1,649,445
Total - Pub. Safety Cont. Serv.	<u>1,809,445</u>
Public Services:	
Personnel	5,687,754
Supplies & Expenses	1,389,049
Other services & Charges	3,515,235
Capital Outlays	874,218
Total - Public Services	<u>11,466,256</u>
Animal Control	
Personnel	120,460
Supplies & Expenses	21,550
Other services & Charges	118,113
Capital Outlays	23,000
Total - Animal Control	<u>283,123</u>
Human/Social	
Other services & Charges	150,000
Total - Human/Social	<u>150,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	2,160,000
Capital Outlays	0
Total - Eco. Dev.	<u>2,160,000</u>
Debt Service:	
Principal Payments	1,521,125
Interest Payments	221,160
Total - Debt service	<u>1,742,285</u>
Airport	
Personnel	93,780
Supplies & Expenses	58,529
Other services & Charges	75,373
Capital Outlays	0
Total - Airport	<u>227,682</u>
Cemetery	
Personnel	592,288
Supplies & Expenses	84,100
Other services & Charges	52,616
Capital Outlays	276,000
Total - Cemetery	<u>1,005,004</u>
Parking Garages	
Personnel	181,765
Supplies & Expenses	7,250
Other services & Charges	150,902
Capital Outlays	28,020
Total - Parking Garages	<u>367,937</u>
Operating Transfers Out	3,966,816
Total Expenditures & Transfers	<u>50,624,410</u>
Ending Cash Balance	<u>\$2,268,346</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$52,892,756</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants	\$0
State Grants	0
County Shared Revenues	62,603
Misc. grants	0

Charges for Services:

Culture & Recreation	44,200
Miscellaneous	86,200
Transfers-In	2,650,816

Non-Revenue Receipts

Total From All Sources	
Other Than taxation	2,843,819

Beginning Cash and

Investment Balance

Amount to be Raised by Tax Levy	133,418
	800,000

TOTAL FROM ALL SOURCES

\$3,777,237

EXPENDITURES & ENDING CASH:

Culture & Recreation:

Personnel	1,430,262
Supplies & Expenses	431,721
Other services & Charges	1,255,401
Capital Outlays	657,895

Total Expenditures

\$3,775,279

Cash balance at End of Year

1,958

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$3,777,237

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
State-Shared Revenues	\$235,000
Charges for Services	95,652
Fines & Forfeits	1,500
Miscellaneous	11,093
Transfers In	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	343,245
Beginning Cash and	
Investment Balance	818,906
TOTAL FROM ALL SOURCES	\$1,162,151

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	\$0
Supplies & Expenses	71,900
Other services & Charges	26,000
Capital Outlays	455,376
Lease Debt Service - Principal	144,870
Lease Debt Service - Interest	27,217
Total Expenditures	\$725,363
Cash balance at End of Year	436,788
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$1,162,151

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SPECIAL STREET
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants

\$0

State Shared Revenues

55,000

Misc. grants

0

Miscellaneous

1,000

Non-Revenue Receipts

0

Total From All Sources

Other Than taxation

56,000

Beginning Cash and

Investment Balance

150,131

TOTAL FROM ALL SOURCES

\$206,131

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses

0

Other services & Charges

0

Capital Outlays

206,131

Total Expenditures

\$206,131

Cash balance at End of Year

0

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$206,131

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER OPERATION
AND MAINTENANCE FUND:

REVENUES & BEG. CASH:

Charges for Services	\$18,000
Transfers-In	7,037,900
Miscellaneous	5,000
Non-Revenue Receipts	586,000
Total From All Sources	
Other Than taxation	7,646,900
Beginning Cash and	
Investment Balance	1,187,138
TOTAL FROM ALL SOURCES	<u>\$8,834,038</u>

EXPENDITURES & ENDING CASH:

Personnel	2,387,616
Supplies & Expenses	1,037,958
Other services & Charges	4,653,964
Capital Outlays	730,500
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	<u>\$8,810,038</u>
Cash balance at End of Year	<u>24,000</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$8,834,038</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER BOND
AND INTEREST FUND:

REVENUES & BEG. CASH:

Transfers-In	\$3,193,728
Miscellaneous	0
Non-Revenue Receipts	
Total Revenues	3,193,728
Beginning Cash Balance	874,206
TOTAL FROM ALL SOURCES	<u>\$4,067,934</u>

EXPENDITURES & ENDING CASH:

Bonds Redeemed	1,535,000
Interest on Bonds	1,059,589
Paying Agent Fees	2,500
Total Expenditures	<u>2,597,089</u>
Cash balance at End of Year	<u>1,470,845</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$4,067,934</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

Charges for Services:	
Licenses, Permits & Fees	\$7,000
Miscellaneous	2,800
Metered Water Sales	6,211,000
Taps	100,000
Water Turn-On Fees	60,000
Sewer Connections	7,000
Sewer Charges	
Total Revenues	5,854,000
Beginning Fund Balance	12,241,800
TOTAL FROM ALL SOURCES	0
	\$12,241,800

EXPENDITURES & ENDING CASH:

Other Services & Charges	22,400
Principal Redeemed - Notes	403,044
Interest on Notes	98,216
Operating Transfers Out	11,718,140
Total Expenditures	\$12,241,800
Cash balance at End of Year	\$0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$12,241,800

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and Investment Balance	
Amount to be Raised by Tax Levy	69,429
	63,750
TOTAL FROM ALL SOURCES	<u>\$133,179</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	50,000
Interest on Bonds	11,750
Paying Agent Fees	2,000
Other Services & Charges	
Total Expenditures	<u>\$63,750</u>
Cash balance at End of Year	<u>69,429</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$133,179</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

County-Shared Revenues	\$82,314
Interest	2,000
Non-Revenue receipts	1,642,115
Transfers-In	519,774
Total From All Sources	
Other Than taxation	2,246,203
Beginning Cash and	
Investment Balance	3,529,542
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$8,575,745

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	4,659,845
Interest on Bonds	740,020
Other Services & Charges	205,019
Paying Agent Fees	18,000
Total Expenditures	\$5,622,884
Cash balance at End of Year	2,952,861
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$8,575,745

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

Water & Sewer Bond & Interest
Fund (USA Yeast Project):

REVENUES & BEG. CASH:

Interest	\$200
Transfer from Other Funds	404,700
Total From All Sources	
Other Than taxation	404,900
Beginning Cash and	
Investment Balance	144,651
TOTAL FROM ALL SOURCES	<u>\$549,551</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	\$360,000
Interest on Bonds	44,700
Other Services & Charges	5,000
Total Expenditures	\$409,700
Cash balance at End of Year	139,851
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$549,551</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	4,140
Charges for Services	42,910
Fines & Forfeits	0
Miscellaneous	0
Non-Revenue Receipts	
Total From All Sources	47,050
Other Than taxation	
Beginning Cash and	191,972
Investment Balance	
TOTAL FROM ALL SOURCES	\$239,022

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	161,021
Other services & Charges	33,000
Capital Outlays	45,001
Transfers Out	
Total Expenditures	\$239,022
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$239,022

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

Interest	\$0
County-Shared Revenues	40,936
Total From All Sources	
Other Than taxation	40,936
Beginning Cash and	
Investment Balance	67,141
Amount to be Raised by Tax Levy	52,152
TOTAL FROM ALL SOURCES	\$160,229

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	85,000
Interest on Bonds	7,438
Other Services & Charges	1,250
Total Expenditures	\$93,688
Cash balance at End of Year	66,541
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$160,229

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

Interest	\$100
County-Shared Revenues	27,144
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	27,244
Beginning Cash and	
Investment Balance	124,876
Amount to be Raised by Tax Levy	60,492
TOTAL FROM ALL SOURCES	<u>\$212,612</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	11,436
Other Services & Charges	1,000
Total Expenditures	<u>\$87,436</u>
Cash balance at End of Year	125,176
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$212,612</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

Interest	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	93,776
Amount to be Raised by Tax Levy	214,360
TOTAL FROM ALL SOURCES	<u>\$308,136</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	90,000
Interest on Bonds	101,510
Other Services & Charges	2,000
Transfers to Other Funds	0
Total Expenditures	<u>\$193,510</u>
Cash balance at End of Year	114,626
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$308,136</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):**

REVENUES & BEG. CASH:

Interest	\$300
County Shared Revenue	\$109,816
Transfer From Other Funds	5
Total From All Sources	
Other Than taxation	110,121
Beginning Cash and	
Investment Balance	199,649
Amount to be Raised by Tax Levy	312,623
TOTAL FROM ALL SOURCES	\$622,393

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	280,000
Interest on Bonds	159,263
Other Services & Charges	4,000
Total Expenditures	\$443,263
Cash balance at End of Year	179,130
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$622,393

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

2008 TIF BOND AND INTEREST FUND
FUND (Lincoln Center):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	97,704
Amount to be Raised by Tax Levy	65,368
TOTAL FROM ALL SOURCES	\$163,072

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	35,000
Interest on Bonds	20,800
Other Services & Charges	1,000
Total Expenditures	\$56,800
Cash balance at End of Year	106,272
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$163,072

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

2011 TIF BOND AND INTEREST FUND
FUND (Turtle Creek Crossing/Kohl's):

REVENUES & BEG. CASH:

Interest	\$0
County Shared Revenue	\$0
Transfer From Other Funds	0
Total From All Sources	
Other Than taxation	0
Beginning Cash and	
Investment Balance	0
Amount to be Raised by Tax Levy	91,100
TOTAL FROM ALL SOURCES	<u>\$91,100</u>

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	75,000
Interest on Bonds	15,100
Other Services & Charges	1,000
Total Expenditures	<u>\$91,100</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$91,100</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Federal Grants	\$1,254,435
State Shared Revenues	0
Miscellaneous	25,360
Transfers In	235,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	1,514,795
Beginning Cash and Investment Balance	(45,298)
TOTAL FROM ALL SOURCES	<u>\$1,469,497</u>

EXPENDITURES & ENDING CASH:

Public Services:	0
Other services & Charges	
Capital Outlays	1,469,482
Total Expenditures	<u>\$1,469,482</u>
Cash balance at End of Year	15
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$1,469,497</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

State Grants	\$3,656,700
Federal Grants	0
County Shared Revenues	1,992,000
Miscellaneous	416,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	6,064,700
Beginning Cash and	
Investment Balance	1,607,717
TOTAL FROM ALL SOURCES	\$7,672,417

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	170,400
Other services & Charges	1,521,500
Capital Outlays	5,922,700
Principal Payments	23,547
Interest Payments	6,438
Total Expenditures	\$7,644,585
Cash balance at End of Year	27,832
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$7,672,417

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES

MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants

\$1,342,640

State Grants

\$0

Miscellaneous

33,400

Transfers-In

335,000

Total From All Sources

1,711,040

Other Than taxation

Beginning Cash and

Investment Balance

15,736

Amount to be Raised by Tax Levy

200,000

TOTAL FROM ALL SOURCES

\$1,926,776

EXPENDITURES & ENDING CASH:

Personnel

567,424

Supplies & Expenses

215,200

Other services & Charges

164,000

Capital Outlays

980,101

Total Expenditures

\$1,926,725

Cash balance at End of Year

51

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$1,926,776

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:

Federal Grants

\$6,729,469

Miscellaneous

69,160

Transfers-In

1,535,071

Non-Revenue Receipts

313,731

Total From All Sources

Other Than taxation

8,647,431

Beginning Cash and

Investment Balance

1,540,041

TOTAL FROM ALL SOURCES

\$10,187,472

EXPENDITURES & ENDING CASH:

Other services & Charges

\$388,554

Capital Outlays

9,798,918

Total Expenditures

10,187,472

Cash balance at End of Year

0

TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$10,187,472

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

Charges for services:	
Culture & Recreation	\$30,000
Miscellaneous	200
Transfers-In	746,000
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	776,200
Beginning Cash and	
Investment Balance	175,054
TOTAL FROM ALL SOURCES	\$951,254

EXPENDITURES & ENDING CASH:

Personnel	482,551
Supplies & Expenses	68,500
Other services & Charges	263,500
Capital Outlays	133,000
Total Expenditures	\$947,551
Cash balance at End of Year	3,703
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$951,254

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2009 (Water Meter Project) Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	0
Interest Earnings	0
Total Revenues	0
Beginning Cash and Investment Balance	849,939
TOTAL FROM ALL SOURCES	\$849,939

EXPENDITURES & ENDING CASH:

Supplies	
Other services & Charges	255,000
Capital Outlays	594,939
Total Expenditures	\$849,939
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$849,939

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**SERIES 2008 General Obligation Note (Downtown
Lighting) Construction Fund:**

REVENUES & BEG. CASH:

Proceeds from Note	\$0
Transfers in	\$0

Non-revenue Receipts

Interest Earnings	\$0
Total Revenues	110

Beginning Cash and Investment Balance	110
--	-----

TOTAL FROM ALL SOURCES

402,349
\$402,459

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	402,349
Transfers to Other Funds	110

Total Expenditures

Total Expenditures	\$402,459
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Cash Balance at End of Year	0
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TOTAL EXPENDITURES AND

ENDING CASH BALANCE

\$402,459

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

SERIES 2011 (Turtle Creek Commons) TIF Bond
Construction Fund:

REVENUES & BEG. CASH:

Proceeds from Bond Issue	\$715,000
Interest Earnings	
Total Revenues	<u>715,000</u>
Beginning Cash and	
Investment Balance	<u>5</u>
TOTAL FROM ALL SOURCES	<u>\$715,005</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	59,500
Capital Outlays	655,500
Transfers to Other Funds	5
Total Expenditures	<u>\$715,005</u>
Cash Balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$715,005</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**SERIES 2012 WATER & SEWER REVENUE BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	0
Proceeds from Revenue Bond Issue	\$12,500,000
Total Revenues	<u>12,500,000</u>
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	<u>\$12,500,000</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	169,406
Capital Outlays	11,939,566
Transfers Out	391,028
Total Expenditures	<u>\$12,500,000</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$12,500,000</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**SERIES 2001 BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Interest Earnings	\$0
Grant Revenues - State of MS	0
Transfers In	0
Proceeds from General Obligation Bond Issue	0
Total Revenues	0
Beginning Cash and Investment Balance	187,146
TOTAL FROM ALL SOURCES	\$187,146

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	187,146
Transfers Out	0
Total Expenditures	\$187,146
Cash balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$187,146

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

Proceeds from Development Bank Loans	\$0
Grant Revenues - Federal	454,050
Grant Revenues - State of MS	1,647,105
Transfers In	0
Miscellaneous	0
Non-Revenue Receipts	300,000
Total Revenues	<u>2,401,155</u>
Beginning Cash and Investment Balance	106,615
TOTAL FROM ALL SOURCES	<u><u>\$2,507,770</u></u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	2,506,355
Total Expenditures	<u>\$2,506,355</u>
Cash Balance at End of Year	<u>1,415</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$2,507,770</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:

REVENUES & BEG. CASH:

State Grants	\$0
Miscellaneous	0
Charges for Services	0
Transfers-In from Other Funds	0
Non-Revenue Receipts	0
Total Revenues	
Beginning Cash and	0
Investment Balance	
TOTAL FROM ALL SOURCES	235,052
	<u>\$235,052</u>

EXPENDITURES & ENDING CASH:

Supplies	0
Other services & Charges	0
Capital Outlays	235,052
Total Expenditures	<u>\$235,052</u>
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u>\$235,052</u>

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2012

**SERIES 2010 WATER & SEWER BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

Bond Proceeds	4,419,000
Federal Grants	0
Interest Earnings	
Total Revenues	<u>4,419,000</u>
Beginning Cash and Investment Balance	<u>1,817,632</u>
TOTAL FROM ALL SOURCES	<u>\$6,236,632</u>

EXPENDITURES & ENDING CASH:

Other services & Charges	0
Capital Outlays	6,236,632
Total Expenditures	<u>\$6,236,632</u>
Cash balance at End of Year	<u>0</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$6,236,632</u>



City of Hattiesburg, MS

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

Master

File Number: 2012-0948

File ID: 2012-0948

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Project Resolution Requisition No. 5 2012 Bonds

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/242

Title:

Adopt a Resolution authorizing Requisition No. 5 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Bond Requisition No.5, Executed Resol. 2012-55

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Adopt a Resolution authorizing Requisition No. 5 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 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 2012-0948

Title

Adopt a Resolution authorizing Requisition No. 5 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 5 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 5 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 5 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 5 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$1,096,726.86 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 5 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Million Ninety-six Thousand Seven Hundred Twenty-six and 86/100 Dollars (\$1,096,726.86) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 5 in the total aggregate amount of One Million Ninety-six Thousand Seven Hundred Twenty-six and 86/100 Dollars (\$1,096,726.86) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

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

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

TO:

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

REQUISITION NO.: 5

DATE OF REQUISITION: 7/17/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 935.00	17031	125546	Design services for Sewer Improvements Phase I for period 5/26/12 - 6/23/12.
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.18	\$ 470.00	17039	125547	Construction Management for the Country Club Area Water Rehab for the period 5/26/12 - 6/23/12.
3.	Collins and Null Appraisals, Inc. 6760 US Hwy 98 Ste 2 Hattiesburg, MS 39402	094695.7245.03	\$ 1,500.00	1696	125548	Appraisal fee for appraisal of proposed site for the Hwy 98 Booster Station.
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	\$ 1,842.50	17028	125549	Design services for Water Improvements Phase I for Period 5/26/12 - 6/23/12. MB 2011-4/89-110

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
5.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	\$ 1,060,951.86	Pay Application No. 1	125552	Construction of Hwy 98 Fire Lines for period 6/1/12-6/27/12. MB 2012-1/125
6.	C J Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	094695.7220.49	\$ 31,027.50	Pay Application No. 1	125351	Construction of COMSWIP-Sewer Phase I for the period 6/11/12- 6/24/12. MB 2012-1/126
			<u>\$ 1,096,726.86</u>			

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By:

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 5 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member DeLgado offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 5 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 5 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$1,096,726.86 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 5 from the Project Fund Construction Account under the Loan in the total aggregate amount of One Million Ninety-six Thousand Seven Hundred Twenty-six and 86/100 Dollars (\$1,096,726.86) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 5 in the total aggregate amount of One Million Ninety-six Thousand Seven Hundred Twenty-six and 86/100 Dollars (\$1,096,726.86) as authorized herein, as more particularly described in Exhibit A.

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

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

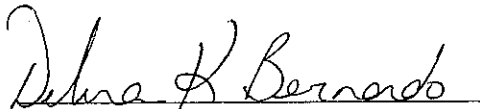
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

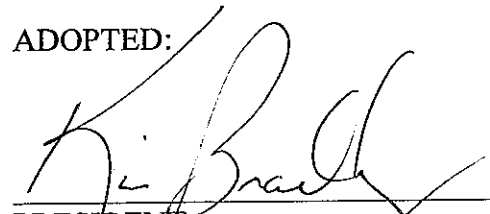
The President thereby declared the motion carried and the resolution adopted, this the 17th day of July, 2012.

(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 July, 2012.


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

TO: Hancock Bank

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

REQUISITION NO.: 5

DATE OF REQUISITION: 7/17/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purchase Order #	Purpose of Payment
1.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7220.49	\$ 935.00	17031	125546	Design services for Sewer Improvements Phase I for period 5/26/12 - 6/23/12.
2.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.18	\$ 470.00	17039	125547	Construction Management for the Country Club Area Water Rehab for the period 5/26/12 - 6/23/12.
3.	Collins and Null Appraisals, Inc. 6760 US Hwy 98 Ste 2 Hattiesburg, MS 39402	094695.7245.03	\$ 1,500.00	1696	125548	Appraisal fee for appraisal of proposed site for the Hwy 98 Booster Station.
4.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.50	\$ 1,842.50	17028	125549	Design services for Water Improvements Phase I for Period 5/26/12 - 6/23/12.

MB 2011-4/89-110

EXHIBIT A

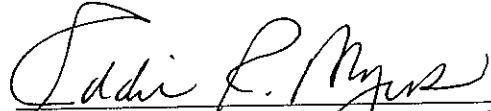
Item #	Payee Name & Address	Budget Line Item	Payment		Invoice #	Purchase	
			Amount			Order #	Purpose of Payment
5.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	\$ 1,060,951.86		Pay Application No. 1	125552	Construction of Hwy 98 Fire Lines for period 6/1/12-6/27/12. MB 2012-1/125
6.	C J Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	094695.7220.49	\$ 31,027.50		Pay Application No. 1	125551	Construction of COMSWIP-Sewer Phase I for the period 6/1/12- 6/24/12. MB 2012-1/126

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By:



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



City of Hattiesburg, MS

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

Master

File Number: 2012-0925

File ID: 2012-0925

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/05/2012

Brief Title: Resolution for tax exemption to B.P. Rex Closures, LLC

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/242-243

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to B.P. Rex Closures, LLC for a period not to exceed ten (10) years, commencing December 31, 2011 and ending on December 31, 2021, with a total true value of \$3,123,949.00 or the amount approved by Mississippi Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. BP Rex Closurer, BP Rexam, Executed BP RES 2012-56

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to B.P. Rex Closures, LLC for a period not to exceed ten (10) years, commencing December 31, 2011 and ending on December 31, 2021, with a total true value of \$3,123,949.00 or the amount approved by Mississippi Tax Commission.							
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 2012-0925

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to B.P. Rex Closures, LLC for a period not to exceed ten (10) years, commencing December 31, 2011 and ending on December 31, 2021, with a total true value of \$3,123,949.00 or the amount approved by Mississippi Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO B P REX CLOSURES, LLC AS AUTHORIZED BY SECTION 27-
31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, The BP Rex Closures, LLC., May 28, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that BP Rex Closures, LLC is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by BP Rex Closures, LLC. for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The BP Rex Closures, LLC., is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$3,123,949.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

APPLICATION FOR AD VALOREM TAX EXEMPTION

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

NAME OF ENTERPRISE BPRex Closures, LLC
PHYSICAL ADDRESS 72 W.L. Runnels Industrial Drive
TYPE OF INDUSTRY manufacturing PRODUCT/SERVICE Plastic Products
LOCATION - COUNTY Forrest CITY Hattiesburg
DATE OF COMPLETION 12/31/11 YEARS REQUESTED 10
NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) ☒
NEW JOBS _____ ESTIMATED PAYROLL _____
TRUE VALUE OF PROPERTY EXEMPTED 3,123,949
*Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.
This application is submitted on the 24 day of May, 2012.



Applicant (Name of Taxpayer)

By:

David Berkman

Title:

Tax + Acct Manager

ATTEST:

FILED

MAY 28 2012

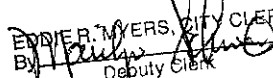
EDDIE R. MYERS, CITY CLERK
By: 
Deputy Clerk

Exhibit A

JDE #	Asset Class Description	Capitalized on	Asset description	Original value
78902	Machinery & Equipment	3/15/2011	38MM PLASTOP EXPANSION	296,024.20
78894	Molds - Rexam own	3/25/2011	1881 1 pc water cavities	402,125.00
78893	Molds - Rexam own	3/25/2011	Upgrade CMX 1881 LL CSD Mold Set #3	402,125.00
78940	Machinery & Equipment	3/31/2011	Desco Laser Printer + Modification 1881	264,751.00
78898	Machinery & Equipment	4/1/2011	1881 LL 1PC #5 Conversion	195,549.12
78901	Machinery & Equipment	4/1/2011	1881 LL1pc #4 conversion	172,092.18
78899	Molds - Rexam own	4/1/2011	CMX 1881 LL CSD Cell #4	265,037.50
78900	Molds - Rexam own	4/1/2011	CMX 1881 LL CSD Cell #4	265,037.50
78895	Molds - Rexam own	4/1/2011	CMX 1881 LL CSD Cell #5	484,623.61
78896	Machinery & Equipment	4/1/2011	Desco Laser Printer + Modification 1881	81,351.00
78897	Machinery & Equipment	4/1/2011	Desco Printer 1881 LL #5	275,144.10
78941	Machinery & Equipment	7/12/2011	Automatic Parts Washer	13,348.11
78943	Machinery & Equipment	7/12/2011	Floor Scrubber	6,741.00
				<u>3,123,949.32</u>

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell *C.N.*
RE: BP Rexam Closure Systems, Inc.

We greatly appreciate the opportunity to review the ad valorem tax exemption application for BP Rexam Closure Systems, Inc., located at 72 W. L. Runnels Drive, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

BP Rexam has been in operation since 2001. The company seeks a 10 year ad valorem tax exemption for equipment and machinery additions completed during 2011 with a value of \$3,123,949. Again, we are in favor of this exemption and certainly appreciate your consideration.

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO B P REX CLOSURES, LLC AS AUTHORIZED BY SECTION 27-
31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, The BP Rex Closures, LLC., May 28, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that BP Rex Closures, LLC is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by BP Rex Closures, LLC. for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The BP Rex Closures, LLC., is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$3,123,949.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

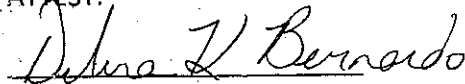
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

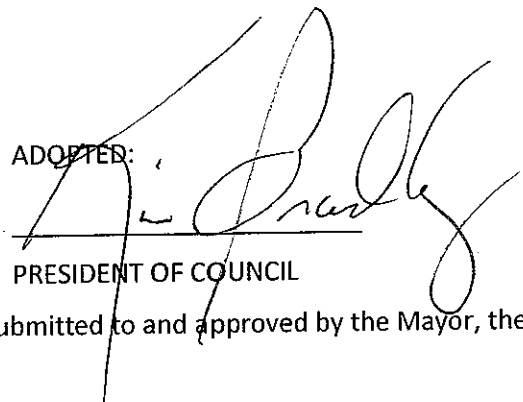
(S E A L)

ATTEST:



CLERK OF COUNCIL

ADOPTED:

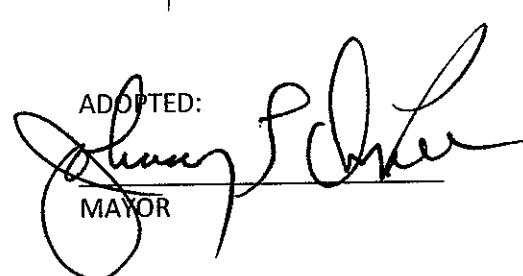

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0926

File ID: 2012-0926

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/05/2012

Brief Title: Adopt a Resolution for tax exemption for Coca-Cola Company

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/243

Title:

Adopt a Resolution granting the requested ad valorem tax exemption to The Coca-Cola Company (d/b/a Coca-Cola North America, CCNA) for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a true value of \$423,439.00 or the amount approved by State Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. Coca-Cola, Coca Cola, Executed Resolution2012-57

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Vice President Ware to Adopt a Resolution granting the requested ad valorem tax exemption to The Coca-Cola Company (d/b/a Coca-Cola North America, CCNA) for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a true value of \$423,439.00; and adopt a final order granting and allowing same.							
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 2012-0926

Title

Adopt a Resolution granting the requested ad valorem tax exemption to The Coca-Cola Company (d/b/a Coca-Cola North America, CCNA) for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a true value of \$423,439.00 or the amount approved by State Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

The City Council next took up for consideration the matter of the application of The Coca-Cola Company (DBA Coca-Cola North America) for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO THE COCA-COLA COMPANY (D/B/A COCA-COLA NORTH
AMERICA) (CCNA) AS AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS
AMENDED**

WHEREAS, The Coca-Cola Company (DBA Coca-Cola North America) (CCNA) May 29, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, The Coca-Cola Company (DBA Coca-Cola North America) has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that The Coca-Cola Company (DBA Coca-Cola North America) is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by The Coca-Cola Company (DBA Coca-Cola North America) for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The Coca-Cola Company (DBA Coca-Cola North America) is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$423,439.00 or the amount approved by Mississippi State Tax Commission.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificated of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

APPLICATION OF THE COCA-COLA COMPANY
(D/B/A COCA-COLA NORTH AMERICA) FOR AN
ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR ITS 2011 ADDITIONS TO
ITS MANUFACTURING ENTERPRISE,
AS AUTHORIZED BY § 27-31-105, *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

FILED

MAY 29 2012

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

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

COMES NOW The Coca-Cola Company (d/b/a Coca-Cola North America) ("**CCNA**"), by and through Kyle Caruthers, its Director, Operations Tax, and files, in triplicate and under oath, this its written Application for exemption ("**2011 Additions Exemption**") from ad valorem personal property taxation ("**Taxes**") pursuant to § 27-31-105, *inter alia* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto the Honorable Mayor and City Council (collectively "**Council**") as follows:

I.

CCNA is a Delaware corporation which is operating its enterprise in the City of Hattiesburg ("**City**"), State of Mississippi ("**State**"), in the Western Container Corporation ("**Western**") facility located at 110 W. L. Runnels Industrial Drive in the Forrest County Industrial Park ("**Facility**"), operating, or causing to be operated on its behalf by Western, a manufacturing enterprise.

II.

The Facility is used for the receipt, manufacture, handling, storage, warehousing, shipment, distribution, and wholesale sale for resale by Western of injection and blow molded proprietary plastic containers and for the conducting and administration of the business of the Facility. CCNA is a customer of Western for whom Western manufactures such proprietary products at the Facility.

III.

In 2011 CCNA purchased and completed installation of certain additional machinery and equipment (collectively "**2011 Additions**") for its exclusive use and benefit in the production of certain of its proprietary plastic bottles ("**Products**") by Western at the Facility ("**Enterprise**"). Under its arrangement with Western, CCNA provided such 2011 Additions to Western to be used by Western at the Facility for the exclusive benefit of CCNA in Western's production of the Products for CCNA. While CCNA retained ownership of the 2011 Additions, Western provides the raw materials and labor to produce the Products on behalf of CCNA, using CCNA's 2011 Additions, in exchange for the payment by CCNA to Western for such raw materials, labor and other services.

IV.

The 2011 Additions contributed to the retention by Western at the Facility of approximately one hundred sixteen (116) existing full-time jobs and to an aggregate annual payroll by Western at the Facility of approximately Five Million Three Hundred Eighty Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$5,380,365.00) during 2011 and to an aggregate increase of approximately twenty-six (26) full-time employees and to an aggregate annual increase in payroll of approximately Two Million Five Hundred Eighty Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$2,580,365.00) in 2011 over the original projections thereof contained in that certain "Resolution . . . on Behalf of the City of Hattiesburg, Mississippi . . . Declaring the Intention and Agreement of the Mayor and City Council of Such City to Grant Certain Ad Valorem Property Tax Exemptions . . . As Inducements for the Location By Western Container Corporation of Its New Industrial and Manufacturing Facility in Such City," dated February 3, 1998, and on file and of record in the Minutes of the Council. Therefore, the 2011 Additions assisted in the retention of existing jobs and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "City Jobs"), through which CCNA has already made and will continue to make a major contribution and commitment to the economic development of the City.

V.

CCNA has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2011 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of CCNA in the City and thus constitute additions to a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2011 Additions Exemption authorized by the Statutes.

VI.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant a 2011 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing enterprises, except that the 2011 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "Eligible Property"), or to Taxes for school district purposes ("School Taxes") or to State Taxes (collectively "Excluded Taxes"). Therefore, as authorized by the Statutes, the 2011 Additions qualify as Eligible Property of CCNA used in connection with, or necessary to, the operation of the Enterprise of CCNA in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VII.

The Eligible Property comprising the 2011 Additions used in connection with, or necessary to, the operation of CCNA's Enterprise, which is proposed to be exempted by the 2011 Additions Exemption and which does not include any products of CCNA or any automobiles and trucks of CCNA operating on or over the highways of this State, is described in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Four Hundred Twenty-Three Thousand Four Hundred Thirty-Nine Dollars and Forty-Six Cents (\$423,439.46), as itemized as required by the Statutes in Exhibit "A(1)," with CCNA making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2011 Additions to its Enterprise at the Facility in the City (collectively with the City Jobs, "**Economic Impact**").

VIII.

The 2011 Additions were completed by December 31, 2011 ("**Commencement Date**"), and operation of the 2011 Additions was begun during 2011. The Statutes require that the application for the 2011 Additions Exemption be filed on or before June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2012 for the 2011 Additions. Pursuant to the Statutes, this Application is being timely filed on or before June 1, 2012 in order for the 2011 Additions Exemption to be effective December 31, 2011 for the 2011 Additions.

IX.

The maximum term of the 2011 Additions Exemption under the Statutes is a period of ten (10) years from the Commencement Date ("**Term**"). Pursuant to the Statutes, CCNA hereby requests that the Council grant such 2011 Additions Exemption for the 2011 Additions for the Term, with such 2011 Additions Exemption for the 2011 Additions to begin with the Commencement Date and continue for the Term thereafter until December 31, 2021 ("**Termination Date**").

X.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2011 Additions Exemption to CCNA with respect to the 2011 Additions being used in the Enterprise located within the City.

XI.

The Enterprise is assisting and will assist Western in providing employment and a payroll at the Facility in the City, and the Council should acknowledge CCNA's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to CCNA such 2011 Additions Exemption for the Eligible Property comprising the 2011 Additions to its Enterprise at the Facility for the Term.

XII.

The 2011 Additions Exemption available to CCNA under the laws of the State constituted an inducement to CCNA upon which it relied, and thus played a significant role in, CCNA's decision both to locate the Enterprise in the County and to make the 2011 Additions at the Facility in the City, and sufficient consideration in the form of the Economic Impact and CCNA's reliance on such inducement, as well as certain other good and valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from CCNA in order to support the granting of the 2011 Additions Exemption to CCNA.

XIII.

Therefore, pursuant to the provisions of the Statutes, CCNA respectfully requests that the Council grant to CCNA the 2011 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2011 Additions and utilized in the Enterprise.

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

(A) Finds that the 2011 Additions to CCNA's Enterprise at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing enterprise, and were completed in 2011 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2011 Additions Exemption available to CCNA constituted an inducement to CCNA and thus played a significant role in CCNA's decision both to locate the Enterprise and to make the 2011 Additions at the Facility in the City;

(C) Finds further that CCNA is eligible for a 2011 Additions Exemption from all such Taxes imposed by the City on the 2011 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by State law, for the Term commencing with the Commencement Date, continuing for the Term thereafter, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of CCNA are such that the 2011 Additions at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the Developer and all other appropriate City authorities

have reviewed and approved this Application of CCNA; and that the Developer has recommended to the Council that the 2011 Additions Exemption requested by CCNA in this Application for its 2011 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2011 Additions Exemption for the 2011 Additions sought herein for the Term, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Enterprise in the City, subject to the appropriate investigation, approval, and certification by the Mississippi Department of Revenue ("DOR");

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

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

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

- (i) declaring that the Eligible Property is exempt under the 2011 Additions Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to CCNA the 2011 Additions Exemption herein applied for by CCNA for the 2011 Additions;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2011 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term thereafter until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;

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

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

RESPECTFULLY SUBMITTED, on this, the 14th day of May, 2012.

The Coca-Cola Company
(d/b/a Coca-Cola North America)

By: _____

Kyle Caruthers

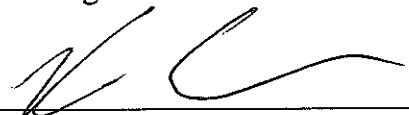
Its: Director, Operations Tax

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attention: W. Eugene Magee
1020 Highland Colony Parkway, Suite 1400
Post Office Box 6010
Ridgeland, MS 39158-6010
(601) 985-4507

STATE OF Georgia

COUNTY OF Fulton

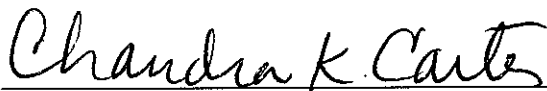
PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Kyle Caruthers, who, after being first duly sworn by me, on oath states that he is the Director, Operations Tax, of The Coca-Cola Company (d/b/a Coca-Cola North America) and that, for and on behalf of said company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the day and year therein mentioned, after having first been duly authorized by said company so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.



Kyle Caruthers

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 14th day of May, 2012.





Notary Public

(NOTARIAL SEAL)

My Commission Expires:

July 13, 2012

EXHIBIT "A(1)"

Eligible Property of The Coca-Cola Company (d/b/a Coca-Cola North America)

Machinery and Equipment – See Asset List attached as Exhibit "A(2)"	\$423,439.46
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The Coca-Cola Company
Listing of 2011 Asset Purchases
Hattiesburg, MS Facility

EXHIBIT A(2)

Site Code	State	Asset #	Asset Description	Filing Group	Acq Year (R)	Acq Date (R)	Reported Cost	Site City
MS-Hattiesburg	PET/WCC MS	000001160949000000101	Smartwater Mold Inserts	The Coca-Cola Company	2011	07/27/2011	50000	Hattiesburg
MS-Hattiesburg	PET/WCC MS	000001160949000010101	Smartwater Mold Inserts	The Coca-Cola Company	2011	07/27/2011	22.59	Hattiesburg
MS-Hattiesburg	PET/WCC MS	000001164706000000101	Intravis#sample#prewatcher#system	The Coca-Cola Company	2011	06/01/2011	362800	Hattiesburg
MS-Hattiesburg	PET/WCC MS	000001164706000010101	Intravis#sample#prewatcher#system	The Coca-Cola Company	2011	06/01/2011	221.93	Hattiesburg
MS-Hattiesburg	PET/WCC MS	000001169039000000101	CCIV COCA-COLA INTERACTIVE VENDOR DOOF	The Coca-Cola Company	2011	08/08/2011	10394.94	Hattiesburg

\$ 423,439.46

9037154v1

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell **C.N.**
RE: Coca-Cola Company (D/B/A Coca-Cola North America)

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Coca-Cola Company (D/B/A Coca-Cola North America) on behalf of Western Container. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Coca-Cola Company (D/B/A Coca-Cola North America) is applying for a 10 year ad valorem tax exemption on behalf of Western Container for equipment additions of machinery and equipment completed during 2011. The company's total local employment is 140. The value of the machinery and equipment totals \$423,439.46. Again, we are in favor of this exemption and certainly appreciate your consideration.

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

The City Council next took up for consideration the matter of the application of The Coca-Cola Company (DBA Coca-Cola North America) for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO THE COCA-COLA COMPANY (D/B/A COCA-COLA NORTH
AMERICA) (CCNA) AS AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS
AMENDED**

WHEREAS, The Coca-Cola Company (DBA Coca-Cola North America) (CCNA) May 29, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

WHEREAS, The Coca-Cola Company (DBA Coca-Cola North America) has produced written verification and documentation to this Council as to the authenticity and correctness of its Application in regards to the true value of the additions or expansions prayed to be exempted, the completion date of the additions and expansions, and that the additions and expansions described in its Application do not constitute renovations or replacements of realty or personality in whole or in part; and

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that The Coca-Cola Company (DBA Coca-Cola North America) is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by The Coca-Cola Company (DBA Coca-Cola North America) for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The Coca-Cola Company (DBA Coca-Cola North America) is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$423,439.00 or the amount approved by Mississippi State Tax Commission.

Section 3. That the Clerk of this Council be, and is hereby directed to spread a copy of this Resolution on the minutes of the City Council; and that the City Clerk shall forward the original and one certified copy of the Application, and the original and one certified copy of the transcript of this Resolution approving said Application and granting the relief prayed for therein to the Mississippi State Tax Commission for its approval and certification; after receipt of certification from the Mississippi State Tax commission a Final Order of the Council granting the exemption shall be spread upon the minutes and a certified copy of the Order and Application shall be filed with the State Tax Commission and with the State Auditor's Office; and the Clerk of this Council shall also forward one certified copy of the said Application and the Final Order granting the exemption to the Tax Assessor of Forrest County and receive the Certificated of said Tax Assessor stating that both the real and personal property as set forth in Exhibit "A" has been placed on the appropriate tax roll as "Non-taxable", except for state and school district ad valorem taxes for the duration of the exemption periods only.

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

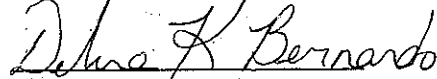
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

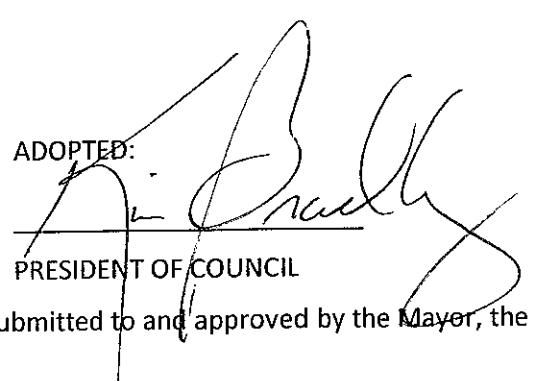
(SEAL)

ATTEST:



CLERK OF COUNCIL

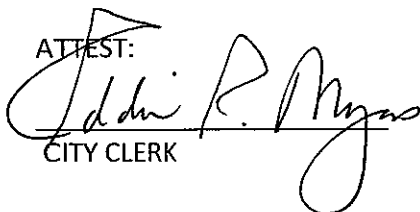
ADOPTED:



PRESIDENT OF COUNCIL

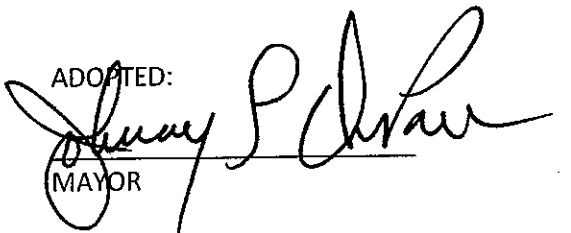
The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:



CITY CLERK

ADOPTED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0927

File ID: 2012-0927

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/05/2012

Brief Title: Adopt a Resolution granting tax exemption to Kohler Co.

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/243

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$10,470,470.00 or the amount approved by Mississippi Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. Kohler, Kohler Co, Executed Resol 2012-58

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$855,207.00 or the amount approved by Mississippi Tax Commission.							
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 2012-0927

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to The Kohler Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$10,470,470.00 or the amount approved by Mississippi Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

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

WHEREAS, The Kohler Company May 16, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that The Kohler Company is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by the Kohler Company for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The Kohler Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$10,470,470.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

**APPLICATION OF KOHLER CO.
FOR EXEMPTION FROM AD VALOREM TAXES FOR
A PERIOD OF TEN YEARS AS AUTHORIZED
BY SECTION 27-31-101, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

FILED

MAY 16 2012

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

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI:

1. Kohler Co. ("**Kohler**") files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:

2. Applicant, Kohler, is a Wisconsin corporation, domiciled in Kohler, Wisconsin, qualified to do business in Mississippi, with manufacturing operations in the City of Hattiesburg, Forrest County, Mississippi.

3. Kohler is now operating as a small horsepower engine manufacturing industry within the City of Hattiesburg, Forrest County, Mississippi. Applicant is a bona fide manufacturing enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely as a manufacturing enterprise which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise within the meaning of Section 27-31-105 of the Mississippi Code of 1972, as amended.

4. That the additions, expansions and/or replacement of equipment of the enterprise were completed during the calendar year ending December 31, 2011, within the meaning of the applicable statutes of the State of Mississippi, and, therefore, the exemption hereby claimed should commence on December 31, 2011.

5. That said exemption of the property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.

6. That the true value of all property to be exempted is \$10,470,470.33 as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Council enter a finding that Kohler is in fact a manufacturing enterprise of public utility which has made additions to or expansions of its facilities or properties or has replaced equipment used in connection with or necessary to the operation of its enterprise, and that the additions, expansions and/or replacement of equipment were completed during the calendar year ending December 31, 2011, within the meaning of the applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except State and School District ad valorem taxation, as provided by law, for a period of ten (10) years beginning on the 31st day of December, 2011, and ending on the 31st day of December, 2021, upon all of the property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the manufacturing operations of Kohler in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this Application by an order or resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except State and School District ad valorem taxation, for a period of ten (10) years and forward the original and three certified copies of this Application and a certified transcript of such approval to the Mississippi Department of Revenue, and, upon approval of such Application by the said Mississippi Department of Revenue and certification of its approval, enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 9th day of May, 2012.

KOHLER CO.
Applicant

By: Edward J. Devine
Name: Edward J. Devine
Title: Director of Taxation, Kohler Co.

STATE OF WISCONSIN

COUNTY OF SHEBOYGAN

Personally appeared before me, the undersigned authority, Edward J. Devine, known to me to be the Director of Taxation of Kohler Co., who being first duly sworn upon his oath says the facts stated in the foregoing Application for Exemption from Ad Valorem Taxes are true and correct.

GIVEN under my hand and seal of office, this the 9th day of May, 2012.

Linda L. Zlotel
NOTARY PUBLIC

My Commission Expires:

10/26/2014

Document prepared by:
Stephen M. Wilson
BRADLEY ARANT BOULT CUMMINGS LLP
188 E. Capitol Street, Suite 400
Jackson, MS 39201
MS Bar No. 9058

EXHIBIT A
Itemized List of Property to be Abated

See attached.

EXHIBIT A
ITEMIZED LIST OF PROPERTY TO BE ABATED

DATE ACQUIRED	DESCRIPTION	COST
COMPUTER EQUIPMENT		
2006	19393 LATITUDE D620 LAPTOP, 3N22NB1	1,207.50
2011	29012-39373 LATITUDE E5410 LAPTOP, 6JRPPP1	777.53
2011	28712-39357 LATITUDE E5410 LAPTOP, DJRPPP1	777.53
2011	28998-39361 BASE WS W/ MONITOR, 5MQ7CP1	632.65
2011	30343-40996 BASE WS W/MONITOR, BZD2FP1	576.30
2011	30435-41130 BASE WS W/ MONITOR, BZCZDP1	576.30
2011	30348-41003 BASE WS W/MONITOR, BZDYDP1	576.30
2011	30349-41004 BASE WS W/MONITOR, BZD1FP1	576.30
2011	30358-41014 BASE WS W/ MONITOR, BZD3FP1	576.30
2011	30434-41129 BASE WS W/ MONITOR, BZF2FP1	576.30
2011	30360-41016 BASE WS W/ MONITOR, BZC4FP1	576.30
2011	30436-41131 BASE WS W/ MONITOR, BZC3FP1	576.30
2011	30427-41120 BASE WS W/ MONITOR, BZC0FP1	576.30
2011	30342-40995 BASE WS W/MONITOR, BZD3FP1	576.30
2011	CISCO 3560 SWITCHES- HATTIESBURG	5,802.33
2011	CISCO 3560 SWITCHES-HATTIESBURG	5,802.33
2011	30421-41104 LATITUDE E5410 LAPTOP, JGRBSP1	777.52
2011	30425-41115 LATITUDE E5410 LAPTOP, HFRBSP1	777.52
2011	30432-41124 LATITUDE E5410 LAPTOP, JDRBSP1	777.52
2011	30418-41095 LATITUDE E5410 LAPTOP, GGRBSP1	777.52
2011	30416-41094 LATITUDE E5410 LAPTOP, DFRBSP1	777.52
2011	30426-41119 LATITUDE E5410 LAPTOP, 3GRBSP1	777.52
2011	30361-41018 LATITUDE E5410 LAPTOP, HHRBSP1	777.52
2011	30433-41128 LATITUDE E5410 LAPTOP, CFRBSP1	777.52
2011	30419-41099 LATITUDE E5410 LAPTOP, FFRBSP1	777.52
2011	30350-41005 BASE WS W/ MONITOR, FT2DFQ1	576.30
2011	30415-41090 LATITUDE E5410 LAPTOP, GHRBSP1	777.52
2011	30420-41103 LATITUDE E5410 LAPTOP, 9GRBSP1	777.52
2011	30437-41132 BASE WS W/ MONITOR, FT1DFQ1	576.30
2011	30352-41007 BASE WS W/ MONITOR, FT18FQ1	576.30
2011	DELL POWEREDGE R710 SERVER- HATTIES	4,682.41
2011	30338-40987 PRECISION M6600 WS, 8T2JLQ1	4,130.19
2011	32382-43676 LATITUDE E5420 LAPTOP, 12WHLQ1	860.99
2011	33804-45326 LATITUDE E5420 LAPTOP, FCVWKQ1	861.00
2011	33804-45327 LATITUDE E5420 LAPTOP, FCVTQK1	861.00
2011	38370-50944 BASE WS W MONITOR	669.24
TOTAL COMPUTER EQUIPMENT		43,109.32
MACHINERY & EQUIPMENT		
2011	TALYROND 365 MEASUREMENT SYSTEM	970.00
2011	LIFT AND TILT TABLES	4,712.65
2011	LIFT AND TILT TABLES	4,712.64
2011	DMT KEYWAY FLY W MACH ADD	70,001.89
2011	PLANT EH HYGROMETER SYSTEM	4,987.05
2011	LIFT AND TILT TABLE FOR 502811	3,079.91
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	REPLACE (7) HEAT EXCHANGERS	8,355.00
2011	ELECTRONIC CONTROLLED TORQUE TOOL	3,951.27
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.61
2011	ENGINE ENDURANCE TEST STAND	17,003.68
2011	WATER CONTROL VALVES FOR 6 STANDS	2,550.00
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10

DATE ACQUIRED	DESCRIPTION	COST
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	HATTIESBURG WAREHOUSE CEILING FAN	9,081.10
2011	(1) PTT-2000 TORQUE ANALYZER	2,274.00
2011	RTSX100 ROTARY TORQUE & ANGLE TRANSD	3,135.00
2011	RTSX100 ROTARY TORQUE & ANGLE TRANSD	3,135.00
2011	2560-GALLON VERTICAL BUFFER STORAGE TANK	9,505.48
2011	MOVE AND PIPE EXISTING STORAGE TANK	5,828.00
2011	REPIPE TOOL NORTH MACHINE	3,528.00
2011	FLYWHEEL BORACH OPERATION	192,050.63
2011	Waste Water Treatment System	183,219.35
2011	(4) 602 491 442 Exact 12 Pistol	6,336.65
2011	(1) 601 491 001 Access Point for BT Syst	5,541.75
2011	PROGRAMMING FOR CAMERA INSPECTION STATION	17,357.16
2011	LeakMaster 600PD Leak Tester-Hattiesburg	14,546.20
2011	LeakMaster 600PD Leak Testers	14,829.69
2011	LeakMaster 600PD Leak Testers	14,829.69
2011	LeakMaster 600PD Leak Testers	14,829.70
2011	Add cameras and test stand to assemb	9,807.36
2011	Add cameras and test stand to assemb	9,807.36
2011	Add cameras and test stand to assemb	9,807.38
2011	Signature analysis pod unit	19,237.40
2011	TORQUE TO TURN MACHINE	78,086.51
2011	Flywheel Automation Equipment	6,000.00
2011	Electrical for Waste Water System	14,573.20
2011	Alvey Conveyor System Equipment	16,747.50
2011	Electrical wiring for assembly line	171,914.60
2011	Mechanical conveyor replacement	689,537.25
2011	RING GEAR INDUCTION HEATING/ASSEMBLY	197,783.23
2011	FLYWHEEL - DRILL MACHINE	176,207.49
2011	INGERSOLL RAND AIR COMPRESSOR	136,689.60
2011	ENG. AND DESIGN OF PLT EH WASTEWATER SYSTEM	38,119.74
TOTAL MACHINERY & EQUIPMENT		2,366,142.56
MACHINE TOOLING		
2011	EX08-2516 EXHAUST VALVE SEAT TOOLING	10,600.00
2011	EX09-32043-0004 GEAR	15,983.33
2011	EX09-32043-0003 GEAR	8,300.00
2011	EX09-32043-0004	2,700.00
2011	EX09-32149-0001	2,700.00
2011	32 560 08 Courage Twin Crankcase Tooling	53,540.70
2011	602 491 651 with straight head and 9	2,625.32
2011	602 491 651 with straight head and 9	2,625.28
2011	DC Assembly Tool for Courage Single Line	21,863.26
TOTAL MACHINE TOOLING		120,937.89
Real Property		
2011	Cantilever Gates, Gate Operators, Card R	12,331.75
2011	Intercom Call Boexs	2,025.94
2011	LIGHT PANELS/CONTROLS W/LABOR	13,613.64
2011	LIGHT PFIXTURES/HANGES/ W/LABOR	167,359.23
TOTAL REAL PROPERTY		195,330.56
INVENTORY		
Raw Materials		4,846,537.00
Work-in-Process		2,898,413.00
TOTAL INVENTORY		7,744,950.00
GRAND TOTAL		10,470,470.33

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell *C.N.*
RE: Kohler Company

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Kohler Company, located at 182 Merle Tatum Drive, Hattiesburg, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Kohler has applied for a 10 year ad valorem tax exemption for raw materials and work in process, and equipment additions of machinery and equipment completed during 2011. The equipment and machinery has a total value of \$10,470,470.33. They currently employ over 300 full time employees. Again, we are in favor of this exemption and certainly appreciate your consideration.

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

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

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

WHEREAS, The Kohler Company May 16, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that The Kohler Company is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by the Kohler Company for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The Kohler Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$10,470,470.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

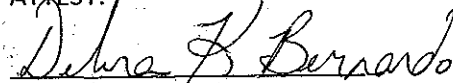
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

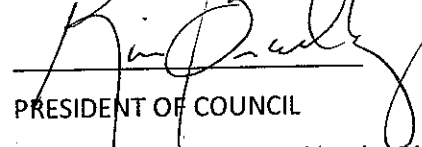
(SEAL)

ATTEST:



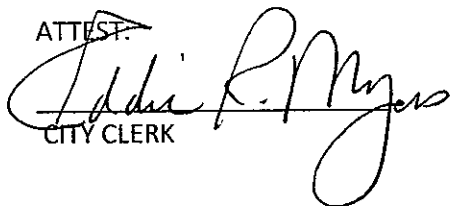
CLERK OF COUNCIL

ADOPTED:

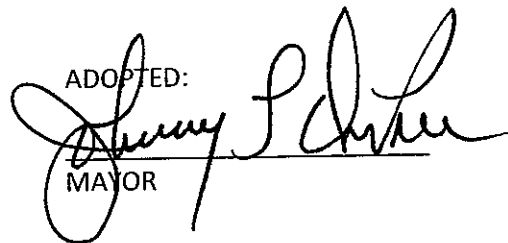

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0928

File ID: 2012-0928

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/05/2012

Brief Title: Adopt Resolution for tax exemption for Mississippi Tank Company

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/243-244

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of 684,886.00 or the amount approved by Mississippi Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. Ms Tank, executed Resol 2012-59 Ms Tank, Ms Tank Co

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of 684,886.00 or the amount approved by Mississippi Tax Commission.							
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 2012-0928

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Mississippi Tank Company, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of 684,886.00 or the amount approved by Mississippi Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

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

WHEREAS, The Mississippi Tank Company April 16, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Mississippi Tank Company is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by Mississippi Tank Company for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The Mississippi Tank Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$684,886.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

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

APPLICATION OF MISSISSIPPI TANK COMPANY
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF
10 YEARS AS AUTHORIZED BY
SECTION 27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

FILED

APR 16 2012

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

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

Comes now *Mississippi Tank Company*, and files this its Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section 27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections.

2. Applicant, *Mississippi Tank Company*, is a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.

3. Applicant operates as a manufacturer of compressed gas tanks, transport trailers, pressure vessels, and steel storage tanks, in Forrest County, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section 27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.

4. The Applicant is therefore eligible for the exemption granted by Code Section 27-31-105 as a manufacturing enterprise described in Code Section 27-31-101.

5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in Code Section

27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section 27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi, and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicant has expanded and upgraded its facilities with additions and replacements during 2011. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant's additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2011. In accordance with the provisions of Code Section 27-31-105, the exemption hereby claimed should commence on the 1st day of January 2012.

8. The true value of all property to be exempted is \$ 684,886 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on 1st day of January, 2012, and ending on the 31st day of December, 2021.

PRAYER

WHEREFORE, Applicant prays that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2011, and that the Applicant be granted an exemption, under Code Section 27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section 27-39-329, as provided by law, for a ten-year period beginning on January 1, 2012, for the items of tangible property used in, or necessary to the operation of the Applicant's expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval

to the Mississippi State Tax Commission and that, upon approval of this Application by the Mississippi State Tax Commission and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 12th day of April 2012.

APPLICANT:

MISSISSIPPI TANK COMPANY

By: Fredrick D. Sherard

VP - Finance
Title

ATTEST:

Charles D. Miller

MISSISSIPPI TANK COMPANY

3000 W. 7th Street
Hattiesburg, Mississippi

Additions/Expansions 2011

"Exhibit A"

Personal Property

7/22/2011	NEW COMPUTER FOR ENGINEERING DEPT	4,979.84
7/18/2011	THREE (3) NEW MONITORS	839.97
2/6/2011	NEW DELL PC (*2)	1,681.28
2/10/2011	THREE (3) NEW MONITORS	539.97
2/10/2011	TWO (2) NEW MONITORS	395.98
6/30/2011	DELL LAPTOP COMPUTER	1,638.04
2/1/2011	NEW DELL PC (SPARE)	758.48
6/6/2011	TOYOTA LIFT TRUCK	27,418.00
4/8/2011	PETTIBONE CRANE PURCHASED AT AUCTION	8,800.00
6/17/2011	PLATE ROLL MACHINE	284,000.00
8/18/2011	3-TON CRANE SYSTEM	51,398.07
6/3/2011	DE-MAGNETIZING MACHINE/CABLE/GAUSS METER	23,075.00
12/1/2011	TWO (2) SETS OF WELDWIRE DRIVE ROLL 10K CAP.	16,605.00
12/1/2011	TWO (2) WELDWIRE IDLER ROLL 10K CAP.	4,185.00
6/21/2011	BULLARD CUTTING MACHINE/2 WELDING MACHINES	92,650.00
6/21/2011	LINCOLN WELDERS R3S-600 MIG	650.00
6/21/2011	LINCOLN WELDERS DC-600 ARC	650.00
5/26/2011	WELDING MANIPULATOR W/STAND	67,000.00
5/8/2011	PRESS BRAKE MACHINE & DIES	25,750.00
5/8/2011	DIES FOR THE PRESS BRAKE MACHINE	11,299.40
7/7/2011	SEVEN (7) LINCOLN POWERWAVE WELDING MACHINES	30,000.00
4/28/2011	TWO (2) X-RAY CAMERAS/880 DELTA	22,020.00
7/18/2011	TWO (2) LINCOLN WELDING MACHINES LINK2814-1, LINK1785-B	8,551.58

Total Additions/Expansions in 2011

684,885.61

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

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

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

WHEREAS, The Mississippi Tank Company April 16, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Mississippi Tank Company is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by Mississippi Tank Company for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The Mississippi Tank Company is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$684,886.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

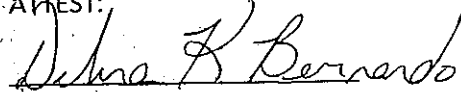
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

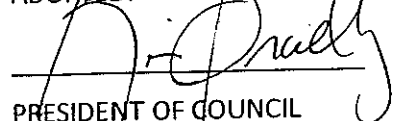
(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT OF COUNCIL

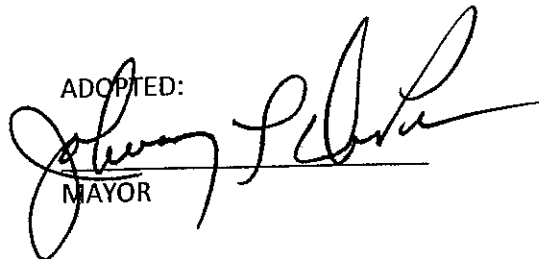
The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:



CITY CLERK

ADOPTED:



MAYOR

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

APPLICATION OF MISSISSIPPI TANK COMPANY
FOR EXEMPTION FROM
AD VALOREM TAXES FOR A PERIOD OF
10 YEARS AS AUTHORIZED BY
SECTION 27-31-105, et seq., OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED

FILED

APR 16 2012

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

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

Comes now *Mississippi Tank Company*, and files this its Application with copies in triplicate for exemption from ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section 27-39-329 and respectfully represents unto the Honorable City Council, City of Hattiesburg, Forrest County, Mississippi as follows:

1. Applicant has negotiated in good faith with the City Council as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections.

2. Applicant, *Mississippi Tank Company*, is a Mississippi Corporation and domiciled in the City of Hattiesburg, Forrest County, Mississippi.

3. Applicant operates as a manufacturer of compressed gas tanks, transport trailers, pressure vessels, and steel storage tanks, in Forrest County, Mississippi, which industry is a bona fide expanded enterprise of "public utility" within the meaning of Section 27-31-105 et seq., and related Sections of the Mississippi Code of 1972, as amended, which has made additions to or expansions of its facilities or properties or replacement of equipment used in connection with or necessary to the operation of such enterprise.

4. The Applicant is therefore eligible for the exemption granted by Code Section 27-31-105 as a manufacturing enterprise described in Code Section 27-31-101.

5. The exemption prayed for in this Application is with regard to additions to, expansions of, or replacements with respect to Applicant's said enterprise of "public utility" as enumerated in Code Section

27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and is eligible for exemption, namely Mississippi Code Annotated Section 27-31-105, which expansions, additions, and replacements will promote the industrialization of Mississippi, and will promote the development of the City of Hattiesburg, Forrest County, Mississippi.

6. Applicant has expanded and upgraded its facilities with additions and replacements during 2011. This Application relates to the additions and replacements (as listed in "Exhibit A" hereto) acquired as a result of such additions, expansions and replacements.

7. Applicant's additions, expansions, and replacements, which are the subject of this Application, were completed within the meaning of the applicable statutes of the State of Mississippi on December 31, 2011. In accordance with the provisions of Code Section 27-31-105, the exemption hereby claimed should commence on the 1st day of January 2012.

8. The true value of all property to be exempted is \$ 684,886 as shown in the itemized list attached hereto as "Exhibit A" and made a part hereof.

9. The exemption from ad valorem taxation, except school district taxes and the "mandated levies", on the tangible property described in "Exhibits A" should be granted for a ten (10) year period beginning on 1st day of January, 2012, and ending on the 31st day of December, 2021.

PRAYER

WHEREFORE, Applicant prays that this City Council, City of Hattiesburg, Forrest County, Mississippi, enter a finding that the Applicant has negotiated in good faith with the City Council as to the requested exemption; the Applicant has in fact undertaken an addition to, expansion of, or replacement with respect to an enterprise of "public utility"; and that the additions, expansions, and replacements were completed on December 31, 2011, and that the Applicant be granted an exemption, under Code Section 27-31-105, from ad valorem taxation, except school district ad valorem taxes and the "mandated levies" described in Code Section 27-39-329, as provided by law, for a ten-year period beginning on January 1, 2012, for the items of tangible property used in, or necessary to the operation of the Applicant's expanded enterprise in the County of Forrest, City of Hattiesburg, Mississippi and described in "Exhibit A" attached hereto; and

That this City Council, City of Hattiesburg, Mississippi, approve this Application by an Order of Resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxes and the "mandated levies", for a period of ten (10) years and forward the original and three (3) copies of this Application and a certified transcript of such approval

to the Mississippi State Tax Commission and that, upon approval of this Application by the Mississippi State Tax Commission and the issuance of its certificate of approval, the City Council, City of Hattiesburg, Forrest County, Mississippi, will enter a Final Order on its minutes granting the prayed for exemption and notify the County Tax Assessor of such exemption and obtain a certificate of the County Tax Assessor verifying the status of said property as non-taxable on the appropriate tax rolls.

Respectfully submitted, this the 12th day of April 2012.

APPLICANT:

MISSISSIPPI TANK COMPANY

By: Fredrick D. Sherard

VP - Finance
Title

ATTEST: Charles D. Miller

MISSISSIPPI TANK COMPANY

3000 W. 7th Street
Hattiesburg, Mississippi

Additions/Expansions 2011

"Exhibit A"

Personal Property

7/22/2011	NEW COMPUTER FOR ENGINEERING DEPT	4,979.84
7/18/2011	THREE (3) NEW MONITORS	839.97
2/6/2011	NEW DELL PC (*2)	1,681.28
2/10/2011	THREE (3) NEW MONITORS	539.97
2/10/2011	TWO (2) NEW MONITORS	395.98
6/30/2011	DELL LAPTOP COMPUTER	1,638.04
2/1/2011	NEW DELL PC (SPARE)	758.48
6/6/2011	TOYOTA LIFT TRUCK	27,418.00
4/8/2011	PETTIBONE CRANE PURCHASED AT AUCTION	8,800.00
6/17/2011	PLATE ROLL MACHINE	284,000.00
8/18/2011	3-TON CRANE SYSTEM	51,398.07
6/3/2011	DE-MAGNETIZING MACHINE/CABLE/GAUSS METER	23,075.00
12/1/2011	TWO (2) SETS OF WELDWIRE DRIVE ROLL 10K CAP.	16,605.00
12/1/2011	TWO (2) WELDWIRE IDLER ROLL 10K CAP.	4,185.00
6/21/2011	BULLARD CUTTING MACHINE/2 WELDING MACHINES	92,650.00
6/21/2011	LINCOLN WELDERS R3S-600 MIG	650.00
6/21/2011	LINCOLN WELDERS DC-600 ARC	650.00
5/26/2011	WELDING MANIPULATOR W/STAND	67,000.00
5/8/2011	PRESS BRAKE MACHINE & DIES	25,750.00
5/8/2011	DIES FOR THE PRESS BRAKE MACHINE	11,299.40
7/7/2011	SEVEN (7) LINCOLN POWERWAVE WELDING MACHINES	30,000.00
4/28/2011	TWO (2) X-RAY CAMERAS/880 DELTA	22,020.00
7/18/2011	TWO (2) LINCOLN WELDING MACHINES LINK2814-1, LINK1785-B	8,551.58
	Total Additions/Expansions in 2011	684,885.61

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 7, 2011
FROM: Chad Newell
RE: Mississippi Tank Company *C.N.*

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Mississippi Tank Company, located at 3000 W. 7th Street, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Mississippi Tank is a longstanding corporate citizen here in Hattiesburg and currently employs 150 with a payroll of \$5-6 million. The company seeks a 10 year ad valorem tax exemption for facility improvements and replacement of machinery and equipment completed during 2011 with an established value totaling \$684,885.61. Again, we are in favor of this exemption and certainly appreciate your consideration.

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 7, 2011
FROM: Chad Newell
RE: Mississippi Tank Company *C.N.*

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Mississippi Tank Company, located at 3000 W. 7th Street, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Mississippi Tank is a longstanding corporate citizen here in Hattiesburg and currently employs 150 with a payroll of \$5-6 million. The company seeks a 10 year ad valorem tax exemption for facility improvements and replacement of machinery and equipment completed during 2011 with an established value totaling \$684,885.61. Again, we are in favor of this exemption and certainly appreciate your consideration.



City of Hattiesburg, MS

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

Master

File Number: 2012-0929

File ID: 2012-0929

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/06/2012

Brief Title: Adopt a Resolution for tax exemption to Hattiesburg Paper

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/244

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to SPG Holdings, LLC (d/b/a Hattiesburg Paper), for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$855,207.00 or the amount approved by Mississippi Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. H'bg Paper, H'burg Paper Co, Executed Resolution 2012-60

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to SPG Holdings, LLC (d/b/a Hattiesburg Paper), for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$855,207.00 or the amount approved by Mississippi Tax Commission.							
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 2012-0929

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to SPG Holdings, LLC (d/b/a Hattiesburg Paper), for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$855,207.00 or the amount approved by Mississippi Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

The City Council next took up for consideration the matter of the application of SPG Holdings LLC, d/b/a Hattiesburg Paper for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO SPG HOLDINGS, LLC D/B/A HATTIESBURG PAPER AS
AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, The SPG Holdings LLC., d/b/a Hattiesburg Paper May 30, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that SPG Holdings LLC., d/b/a Hattiesburg Paper is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by SPG Holdings LLC., d/b/a Hattiesburg Paper for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The SPG Holdings LLC., d/b/a Hattiesburg Paper is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$855,207.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of Julyt A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

SPG HOLDINGS LLC, DBA HATTIESBURG PAPER
APPLICATION FOR EXEMPTION FROM
AD VALOREM TAXES

FILED

MAY 30 2012

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

APPLICATION OF SPG HOLDINGS LLC, DBA
HATTIESBURG PAPER, FOR EXEMPTION FROM AD
VALOREM TAXES FOR A PERIOD OF TEN YEARS AS
AUTHORIZED BY SECTIONS 27-31-101, AND 27-31-105 et
seq., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

TO THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI:

1. Applicant, SPG HOLDINGS LLC, DBA HATTIESBURG PAPER, files this application in triplicate for exemption from ad valorem taxation, and respectfully represents unto this Honorable Council as follows:
2. Applicant, SPG HOLDINGS LLC, DBA HATTIESBURG PAPER, is a Mississippi Limited Liability Company and is domiciled in the City of Hattiesburg, Forrest County, Mississippi.
3. Applicant is now operating as a manufacturer and processor of paper products within the City of Hattiesburg, Forrest County, Mississippi, which factory is a bona fide expanded enterprise of public utility within the meaning of § 27-31-101 et seq., and related Sections of the Mississippi Code of 1972, as amended, and the property for which the exemption is sought is replacement property eligible for the exemption granted by the above mentioned section by specific enumeration, namely §§ 27-31-101 (3)(b) and 27-31-105.
4. That said expanded enterprise was completed on December 1, 2011, within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemption hereby claimed should commence on said date.
5. That said exemption of the tangible property described in "Exhibit A" should be granted for a period of ten (10) years from said date of completion.
6. That the true value of all property to be exempted is Eight Hundred Fifty Five Thousand Two Hundred Six and 99/100 Dollars (\$855,206.99), as shown in an itemized list attached hereto as "Exhibit A" and made a part hereof.

PRAYER

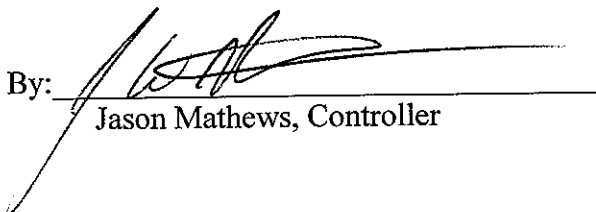
WHEREFORE, Applicant prays that this Council enter a finding that applicant's factory is in fact a expanded enterprise of public utility, and that the same was completed on December 1, 2011, within the meaning of the applicable laws of Mississippi; and

That the Applicant be granted an exemption from ad valorem taxation, except School District ad valorem taxation, as provided by law, for a period often (10) years beginning on the 1st day of January, 2012, upon all of the tangible property described in "Exhibit A" attached hereto and made a part hereof, used in, or necessary to the operation of applicant's factory in the City of Hattiesburg, Forrest County, Mississippi; and

That this Council approve this application by an order resolution spread upon its minutes, declaring that such property is exempt from all ad valorem taxation, except School District ad valorem taxation, for a period ten (10) years and forward the original and three certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Council will enter a final order on its minutes granting the exemption herein prayed.

Respectfully submitted, this the 18 day of May, 2012.

SPG HOLDINGS LLC,
DBA HATTIESBURG PAPER

By: 

Jason Mathews, Controller

ATTEST:

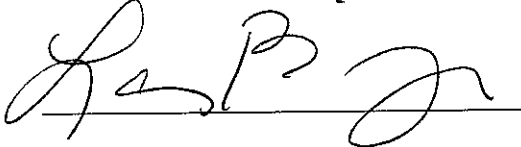


EXHIBIT A**SPG HOLDINGS LLC, DBA HATTIESBURG PAPER
Personal Property Rendition
January 1, 2012**

Property Description	Asset Description	Date Acquired	Cost
Computer Equip. (South)	Great Plains Upgrade to new version	3/28/11	\$7,378.13
Computer Equip. (South)	CAD Software upgrade	4/21/11	\$3,995.00
Computer Equip. (South)	HP Designjet Plotter/Printer	4/13/11	\$3,067.51
Computer Equip. (South)	CISCO Transceiver module (switch parts)	6/30/11	\$1,275.98
Office Equipment	Call Manager Upgrade	3/31/11	\$7,810.13
Mfg. Equip (South)	IMEC Bundler & Conveyor- SRT Line	10/14/11	\$615,282.73
Mfg. Equip (South)	New Sage Palletizer for SRT Lines	12/1/12	\$89,937.60
Mfg. Equip (South)	New Steel Roll Engraved	11/11/11	\$25,554.61
Mfg. Equip (South)	Capacitor Bank Power Supply	9/22/11	\$15,855.00
Mfg. Equip (South)	Barcode Scanner for Conveyors (6)	12/15/12	\$12,408.00
Mfg. Equip (South)	Bandsaw	3/14/11	\$7,907.30
Mfg. Equip (South)	Installation of Jib Crane for Lines 26&38	12/1/12	\$7,023.50
Warehouse Equip (South)	2005 TJ5000 Yard Jockey	8/18/11	\$21,293.00
Leasehold Impr. (South)	10 Ton Trane AC unit over office	8/29/11	\$36,418.50
			\$855,206.99

POSITION STATEMENT OF TAX ASSESSOR

TRADE NAME OF APPLICANT: SPG HOLDINGS LLC, DBA HATTIESBURG PAPER
LOCATION: 1 W. L. Runnels Drive, Hattiesburg, MS 39401

PARCEL # NA

EXEMPTION RELATES TO MISS. CODE OF 1972, SECTION: 27-31-101 (3)(b) and 27-31-105

TYPE OF BUSINESS: Paper Products Manufacturer

FINISHED PRODUCTS ARE: Napkins, Towels, Toilet Paper, and Wipes

HAS THIS ENTERPRISE ENJOYED AN EXEMPTION PREVIOUSLY? (YES-NO) Yes

UNDER ANY OTHER TRADE NAME? (YES-NO) No

ANY OTHER LOCATION? (YES-NO) Green Bay, WI

UNDER ANY OTHER OWNERSHIP? No

NUMBER OF NEW JOBS? Replacement Property

ESTIMATED ANNUAL PAYROLL \$ Replacement Property

EXEMPTION TO BE ON:

LAND VALUE AS OF COMPLETION DATE: \$ NA

IMPROVEMENT VALUE AS OF COMPLETION DATE: \$855,206.99

PERSONAL PROPERTY:

FURN. & FIX. VALUE \$ _____

MACH. & EQUIP. VALUE \$855,206.99

RAW MATERIALS VALUE \$ _____

WORK IN PROCESS VALUE \$ _____

PERSONAL PROPERTY TOTAL AS OF COMPLETION DATE: \$855,206.99

EXEMPTION TOTAL VALUE AS OF COMPLETION DATE: \$855,206.99

LAND AND IMPROVEMENTS:

OWNER OF LAND: SPG HOLDINGS LLC, DBA HATTIESBURG PAPER

OWNER OF IMPROVEMENTS: SPG HOLDINGS LLC, DBA HATTIESBURG PAPER

DATE OF IMPROVEMENTS: COMPLETED _____ EXPANDED December 1, 2011

ANY PRIOR EXEMPTION: Yes

YEARS OF EXEMPTION APPLIED FOR: THRU 2012-2022

APPLICANT'S REPRESENTATIVE: Jason Mathews, Controller

ADDRESS: _____ PHONE: 920-330-9651

INVESTIGATED BY: _____

COMMENTS: _____

DATE: _____ TAX ASSESSOR: _____

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell *C.N.*,
RE: Hattiesburg Paper Company, LLC

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Hattiesburg Paper Company, LLC, located at 1 W. L. Runnels Drive, Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Hattiesburg Paper Company, LLC, has been in operation since January 1, 2005 and currently employs approximately 185 people with an annual payroll of about \$8,000,000. The company seeks a ten year ad valorem tax exemption for equipment additions and/or replacement of equipment completed during 2011 with a value of \$855,206.99. Again, we are in favor of this exemption and certainly appreciate your consideration.

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

The City Council next took up for consideration the matter of the application of SPG Holdings LLC, d/b/a Hattiesburg Paper for exemption from Ad Valorem taxes; and the following Resolution, having first been reduced to writing, was introduced:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO SPG HOLDINGS, LLC D/B/A HATTIESBURG PAPER AS
AUTHORIZED BY SECTION 27-31-105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, The SPG Holdings LLC., d/b/a Hattiesburg Paper May 30, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that SPG Holdings LLC., d/b/a Hattiesburg Paper is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by SPG Holdings LLC., d/b/a Hattiesburg Paper for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. The SPG Holdings LLC., d/b/a Hattiesburg Paper is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$855,207.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

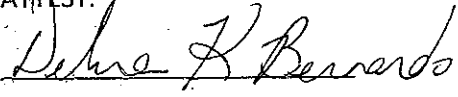
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

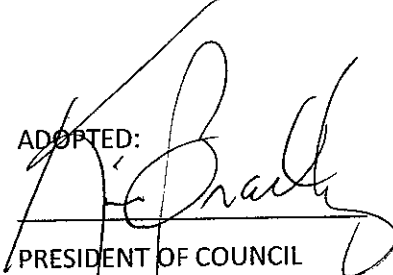
The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(SEAL)

ATTEST:

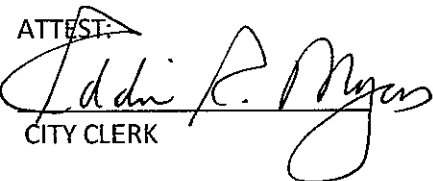

CLERK OF COUNCIL

ADOPTED:

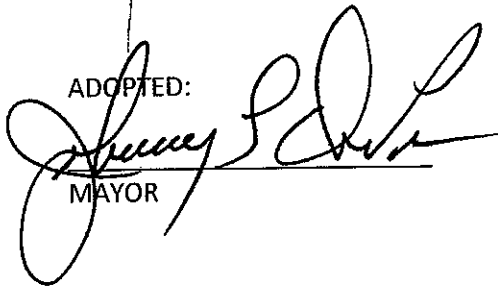

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:


CITY CLERK

ADOPTED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0930

File ID: 2012-0930

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/06/2012

Brief Title: Adopt a Resolution for tax exemption to Western Container Corp.

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/244

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Corporation, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with true value of \$3,051,552.00 or the amount approved by Mississippi Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resol. Western Container, Western Container, Executed resolution 2012-61

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Container Corporation, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with true value of \$3,051,552.00 or the amount approved by Mississippi Tax Commission.							
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 2012-0930

Title

Adopt a Reolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Western Corporation, for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with true value of \$3,051,552.00 or the amount approved by Mississippi Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

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

WHEREAS, Western Container Corporation May 29, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Western Container Corporation is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corporation for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. Western Container Corporation is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$3,051,552.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 19th day of June, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

FILED

MAY 29 2012

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

**APPLICATION OF WESTERN CONTAINER CORPORATION
FOR A 2011 ADDITIONS EXEMPTION FROM AD VALOREM
PROPERTY TAXES FOR THE 2011 ADDITIONS TO/
REPLACEMENTS AT ITS MANUFACTURING/WAREHOUSING
FACILITY, AS AUTHORIZED BY § 27-31-105, *INTER ALIA*,
OF THE MISSISSIPPI CODE OF 1972, AS AMENDED**

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

COMES NOW Western Container Corporation ("Western"), by and through Dale Hosack, its Chief Financial Officer, and files, in triplicate and under oath, this its written Application for exemption ("2011 Additions Exemption") from ad valorem property taxation ("Taxes") pursuant to § 27-31-105, *inter alia* (collectively "Statutes"), of the Mississippi Code of 1972, as amended ("Code"), and respectfully represents unto this Honorable Mayor and City Council (collectively "Council") as follows:

I.

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

II.

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

III.

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

IV.

Western completed certain additions to/replacements at the Facility in 2011 (collectively "2011 Additions"). The 2011 Additions consisted of certain machinery and equipment used by Western at the Facility.

V.

The 2011 Additions contributed to the retention of approximately one hundred sixteen (116) existing full-time jobs and to an aggregate annual payroll of approximately Five Million Three Hundred Eighty Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$5,380,365.00) at the Facility during 2011 and to an aggregate increase of approximately twenty-six (26) full-time jobs and to an aggregate increase in payroll of approximately Two Million Five Hundred Eighty Thousand Three Hundred Sixty-Five Dollars and Zero Cents (\$2,580,365.00) over the original projections thereof in the Intent Resolution. Therefore, the 2011 Additions assisted in the retention of existing employment and payroll at the Facility, as well as in the creation and preservation of other ancillary jobs in the City (collectively "**City Jobs/Payroll**"), through which Western has already made and will continue to make a major contribution and commitment to the economic development of the City.

VI.

Western has been and will continue to be engaged in the Enterprise in the City within the meaning of, and as enumerated in, the Statutes, and the 2011 Additions constitute property used in connection with, and necessary to, the operation of such Enterprise of Western in the City and thus constitute additions to/replacements at a bona fide enterprise as described in an enumerated class of enterprises within the meaning of the Statutes and eligible for the 2011 Additions Exemption authorized by the Statutes and contemplated by the Intent Resolution.

VII.

The Statutes authorize and empower the Council, in its discretion and in addition to all other exemptions granted under the laws of the State, to grant the 2011 Additions Exemption from Taxes on tangible property which is located in the City and used in connection with, or necessary to, the operation of the enterprises described in the classes enumerated therein, specifically including manufacturing/warehousing enterprises, except that the 2011 Additions Exemption does not extend to Taxes on the products of such enterprises or to the Taxes on automobiles and trucks belonging to such enterprises and operating on or over the highways of this State (collectively "**Eligible Property**"), or to Taxes for school district purposes ("**School Taxes**") or to State Taxes (collectively "**Excluded Taxes**"). Therefore, as authorized by the Statutes and as contemplated by the Intent Resolution, the 2011 Additions qualify as Eligible Property of Western used in connection with, or necessary to, the operation of the Enterprise of Western in the City and may, in the discretion of the Council, be exempt from all Taxes imposed thereon by the City, but specifically excepting the Excluded Taxes.

VIII.

The Eligible Property comprising the 2011 Additions used in connection with, or necessary to, the operation of Western's Enterprise, which is proposed to be exempted by the 2011 Additions Exemption and which does not include any products of Western or any automobiles and trucks of Western operating on or over the highways of this State, is described

in Exhibit "A" attached hereto, incorporated herein by reference, and expressly made a part hereof for all purposes as if fully copied herein. The aggregate true value of all the Eligible Property proposed to be exempted is Three Million Fifty-One Thousand Five Hundred Fifty-One Dollars and Sixty-Nine Cents (\$3,051,551.69), as itemized as required by the Statutes in Exhibit "A," with Western making both a significant capital investment in the City and a major contribution to the economic development of the City through the 2011 Additions to/at the Facility in the City (collectively with the City Jobs/Payroll, "Economic Impact").

IX.

The 2011 Additions were completed by December 31, 2011 ("Commencement Date"), and operation of the 2011 Additions was begun during 2011. The Statutes require that the Application for the 2011 Additions Exemption be filed on or before June 1st of the year immediately following the year of completion of the additions, *i.e.*, more particularly, June 1, 2012 for the 2011 Additions. Pursuant to the Statutes, this Application is being timely filed in order for the 2011 Additions Exemption to be effective December 31, 2011 for the 2011 Additions.

X.

The maximum term of the 2011 Additions Exemption under the Statutes is a period of ten (10) years ("Term") from the Commencement Date. Pursuant to the Statutes, Western hereby requests that the Council grant such 2011 Additions Exemption for the 2011 Additions for the Term, with such 2011 Additions Exemption for the 2011 Additions to begin with the Commencement Date and continue for the Term until December 31, 2021 ("Termination Date").

XI.

The Council is authorized and empowered by the provisions of the Statutes to grant the 2011 Additions Exemption to Western with respect to the 2011 Additions being used in the Enterprise located within the City.

XII.

The Enterprise is providing and will provide employment and a payroll at the Facility in the City, and the Council should acknowledge Western's contribution and commitment to the economic development of the City by exercising its discretionary authority to grant to Western such 2011 Additions Exemption for the Eligible Property comprising the 2011 Additions to/at the Facility for the Term.

XIII.

As a result of the Intent Resolution, the 2011 Additions Exemption available to Western under the laws of the State constituted an inducement to Western upon which it relied, and thus played a major role in, Western's decision both to locate the Enterprise in the City and to make the 2011 Additions to/at the Facility in the City, and sufficient consideration in the form of the Economic Impact and Western's reliance on such inducement, as well as certain other good and

valuable nonmonetary consideration (collectively "**Consideration**"), has been and will be received by the City from Western in order to support the granting of the 2011 Additions Exemption to Western.

XIV.

Therefore, pursuant to the provisions of the Statutes and the Intent Resolution, Western respectfully requests that the Council grant to Western the 2011 Additions Exemption from all such Taxes, excepting the Excluded Taxes, imposed by the City on the Eligible Property comprising the 2011 Additions.

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

(A) Finds that the 2011 Additions to/at the Facility were in fact made to a bona fide enterprise described in a class of enterprises enumerated by the Statutes, being, more specifically, a manufacturing/warehousing enterprise, and were completed in 2011 within the meaning of the Statutes;

(B) Finds that the Council recognizes and acknowledges that the 2011 Additions Exemption available to Western and contemplated by the Intent Resolution constituted an inducement to Western and thus played a major role in Western's decision to make the 2011 Additions to/at the Facility in the City;

(C) Finds further that Western is eligible for and, pursuant to the Intent Resolution, entitled to the 2011 Additions Exemption from all such Taxes imposed by the City on the 2011 Additions, excepting the Excluded Taxes, in an amount to be determined annually by the appropriate taxing authorities, as provided by Mississippi law, commencing with the Commencement Date, continuing for the Term, and ending on the Termination Date;

(D) Finds further that the financial ability, technical qualifications, and business experience of Western are such that the 2011 Additions to/at the Facility will promote the industrialization of the City and State, will supply employment to the citizens of the City and State, and will promote the development of the City and surrounding community; that the Developer and any and all other appropriate City authorities have reviewed and approved this Application of Western; and that the Developer has recommended to the Council that the 2011 Additions Exemption requested by Western in this Application for its 2011 Additions should be granted;

(E) Approves conditionally this Application and conditionally grants the 2011 Additions Exemption for the 2011 Additions sought herein, beginning with the Commencement Date and continuing for the Term until the Termination Date, for the Eligible Property described in Exhibit "A" used in connection with, or necessary to, the operation of the Facility in the City, subject to the appropriate investigation, approval, and certification by the Ad Valorem Division of the Mississippi Department of Revenue ("**DOR**");

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

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

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

- (i) declaring that the Eligible Property is exempt under the 2011 Additions Exemption and establishing the Commencement Date, Term and Termination Date;
- (ii) actually and finally granting to Western the 2011 Additions Exemption herein applied for by Western for the 2011 Additions;
- (iii) requesting that the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to implement such 2011 Additions Exemption so granted, beginning with the Commencement Date and continuing for the Term and until the Termination Date thereof, including making appropriate notations on the tax rolls so that the Eligible Property will be treated as provided for in such final order and in the Statutes;
- (iv) directing the City Clerk to file one (1) copy of this Application and the interim resolution and final order approving this Application with the State Auditor of Public Accounts; and to file one (1) copy

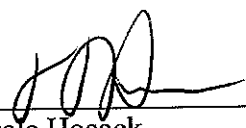
of the final order approving this Application with the DOR and Assessor; and

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

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

RESPECTFULLY SUBMITTED, on this the 7th day of May, 2012.

Western Container Corporation

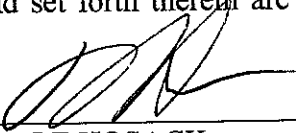
By: 
Dale Hosack
Its: Chief Financial Officer

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

STATE OF Texas

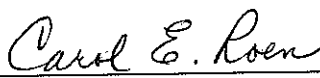
COUNTY OF Midland

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



DALE HOSACK

SWORN TO AND SUBSCRIBED before me, under my hand and official seal of office this 9th day of May, 2012.



Notary Public

(NOTARIAL SEAL)

My Commission Expires:
May 30, 2015

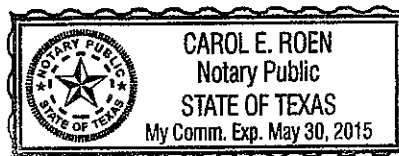


EXHIBIT "A(1)"

2011 Additions of Western Container Corporation

Machinery and Equipment - See Asset List Attached
as Exhibit "A(2)" for details:

\$3,051,551.69

ButlerSnow 7989716v2

Western Container Corporation
Listing of 2011 Asset Purchases
Hattiesburg, MS Facility

Site Code	State	Asset #	Asset Description	Filing Group	Acq Year (R)	Acq Date (R)	Reported Cost
MS-Hattiesburg	PET/WCC MS	WC003262	PTOC Neck Rings - Dasani - #10075	Western Container Corporation	2011	02/25/2011	105083.5
MS-Hattiesburg	PET/WCC MS	WC003264	2L Base Inserts - #10097	Western Container Corporation	2011	02/25/2011	10503.11
MS-Hattiesburg	PET/WCC MS	WC003268	New Pressco Systems on Blow Lines 2,4 and 5 - #100	Western Container Corporation	2011	04/27/2011	311635.09
MS-Hattiesburg	PET/WCC MS	WC003274	OGP Focus 200 Optical Comparator - #11013	Western Container Corporation	2011	04/27/2011	21698.64
MS-Hattiesburg	PET/WCC MS	WC003287	Rod Lock Retrofit Kit- #10069	Western Container Corporation	2011	07/04/2011	38407.66
MS-Hattiesburg	PET/WCC MS	WC003288	PCO 1881 Finish Conversion - Blow - #10077	Western Container Corporation	2011	07/04/2011	118700.77
MS-Hattiesburg	PET/WCC MS	WC003289	PCO Neck Rings - Injection - #10080	Western Container Corporation	2011	07/04/2011	554227.98
MS-Hattiesburg	PET/WCC MS	WC003290	Super-X Control System Upgrade - #10090	Western Container Corporation	2011	07/04/2011	256211.79
MS-Hattiesburg	PET/WCC MS	WC003298	Ozone Generators - #10049	Western Container Corporation	2011	07/27/2011	72353.44
MS-Hattiesburg	PET/WCC MS	WC003301	Install Compressor Water Booster Pump - #10016	Western Container Corporation	2011	08/26/2011	30191.87
MS-Hattiesburg	PET/WCC MS	WC003304	Injection Platforms and Mezzanine - #11016	Western Container Corporation	2011	08/26/2011	50440
MS-Hattiesburg	PET/WCC MS	WC003307	Upgrade R.O. Pretreatment System - #11031	Western Container Corporation	2011	08/26/2011	120399.3
MS-Hattiesburg	PET/WCC MS	WC003313	1881 Neck Rings - Mold INQ400 - #11044	Western Container Corporation	2011	08/26/2011	263913.56
MS-Hattiesburg	PET/WCC MS	WC003325	7" Top Frames - 2011 - #11052	Western Container Corporation	2011	10/31/2011	78752.25
MS-Hattiesburg	PET/WCC MS	WC003328	Husky IND600 Lease Buyout - #11054	Western Container Corporation	2011	10/31/2011	482358.22
MS-Hattiesburg	PET/WCC MS	WC003331	Radius Change under NSR - #11059	Western Container Corporation	2011	10/31/2011	14591
MS-Hattiesburg	PET/WCC MS	WC003333	Verispec Preform Inspection System - #11012	Western Container Corporation	2011	10/31/2011	197551.48
MS-Hattiesburg	PET/WCC MS	WC003336	Eisbar Dryer for Press #4 - #11030	Western Container Corporation	2011	11/28/2011	153514.09
MS-Hattiesburg	PET/WCC MS	WC003343	Demand Expander Compressed Air Control System - #1	Western Container Corporation	2011	12/30/2011	171017.94

\$3,051,551.69

9037459V1

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 11, 2012
FROM: Chad Newell C.N.
RE: Western Container Corporation

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Western Container Corporation, located at 110 W. L. Runnels Drive Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Western Container is applying for a 10 year ad valorem tax exemption for equipment additions of machinery and equipment completed during 2011. The total employment of the company is 140. The value of the machinery and equipment totals \$3,051,551.69. Again, we are in favor of this exemption and certainly appreciate your consideration.

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

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

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

WHEREAS, Western Container Corporation May 29, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Western Container Corporation is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by Western Container Corporation for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. Western Container Corporation is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$3,051,552.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

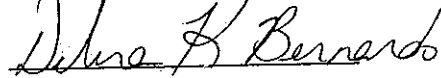
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 19th day of June, A.D., 2012.

(SEAL)

ATTEST:



CLERK OF COUNCIL

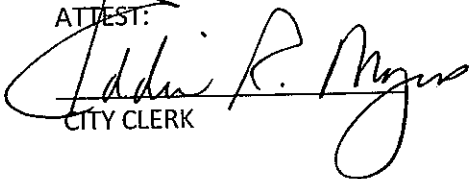
ADOPTED:



PRESIDENT OF COUNCIL

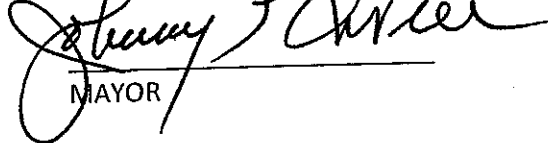
The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:



CITY CLERK

ADOPTED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0931

File ID: 2012-0931

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/06/2012

Brief Title: Adopt a Resolution for tax exemption to Zeon Chemicals, L.P.

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/245

Title:

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$817,126.00 or the amount approved by Mississippi Tax Commission.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolu. Zeon Chemcials, ADP Memo, Executed Reolsution 2012-62

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$817,126.00 or the amount approved by Mississippi Tax Commission.							
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 2012-0931

Title

Adopt a Resolution granting and allowing ad valorem tax exemption, except state and school district ad valorem taxes, to Zeon chemicals, L.P., for a period not to exceed ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021, with a total true value of \$817,126.00 or the amount approved by Mississippi Tax Commission.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO ZEON CHEMICALS, L.P. AS AUTHORIZED BY SECTION 27-31-
105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, Zeon Chemicals, L.P. April 2, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Zeon Chemicals, L.P. is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals, L.P. for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. Zeon Chemicals, L.P. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$817,126.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR

APR 02 2012

APPLICATION OF ZEON CHEMICALS, L.P.
FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD
OF TEN YEARS AS AUTHORIZED BY SECTION 27-31-101, ET
SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED

Eddie R. Myers, City Clerk
By E. Myers Deputy Clerk

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

1. Zeon Chemicals, L.P. files this its application in triplicate for exemption from ad valorem taxation, and respectfully represents unto the Mayor and City Council of the City of Hattiesburg, Mississippi, hereinafter referred to as the "Mayor and City Council", as follows:

2. Applicant, Zeon Chemicals, L.P., is a limited partnership with offices and manufacturing facilities located in the city of Hattiesburg, Forrest County, Mississippi, and has been for more than five (5) continuous years, which manufacturing facility primarily manufactures synthetic rubber.

3. Applicant is now operating as a manufacturing enterprise within the city of Hattiesburg, Forrest County, Mississippi, which manufacturing enterprise is a bona fide expanded enterprise of public utility within the meaning of Section 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and is eligible for the exemption granted by Section 27-31-105 of the Mississippi Code of 1972, as amended, by specific enumeration, namely the owner and operator of a manufacturing enterprise of public utility who has made additions to or expansions of the manufacturing facility and has replaced equipment and machinery used in connection with and necessary to the operation of such manufacturing enterprise.

4. Applicant is the owner of real property on which the Applicant's manufacturing enterprise is presently constructed and located and on which the additions to or expansions of the manufacturing facility were also constructed and erected, and which is located at 1301 West Seventh Street in said city and county.

5. Additions were made to said enterprise in the year 2011 as shown on Exhibit A attached hereto and made a part hereof; and therefore, the exemption hereby claimed should commence as of December 31, 2011.

6. The Applicant employs approximately fifty-two (52) employees in the city of Hattiesburg, Forrest County, Mississippi and has an annual payroll of approximately \$5,317,727.64. The additions and expansion by Applicant upgraded and rendered the manufacturing process more efficient and expedient and permitted Applicant to better serve its customers.

7. That said exemptions of the tangible property described in Exhibit A attached hereto should be granted for a period of ten (10) years from December 31, 2011.

8. That the true value of all property comprising the addition and expansion that was completed in the year 2011 is \$817,126.00, as shown in an itemized list attached hereto as Exhibit A and made a part hereof for all purposes.

PRAYER

WHEREFORE, Applicant prays that the Mayor and City Council enter a finding that a portion of Applicant's manufacturing facility is an expanded enterprise of public utility and that said additional and expanded portion was completed in the year 2011, within the meaning of applicable laws of Mississippi; and

That Applicant be granted an exemption from ad valorem taxation, except school district ad valorem taxation, as provided by law, for a period of ten (10) years commencing December 31, 2011, upon all of the tangible property described in Exhibit A attached hereto and made a part hereof, used in, or necessary to the operation of Applicant's manufacturing facility in Forrest County, Mississippi; and

That the Mayor and City Council approve this application by an order resolution spread upon its minutes declaring that such property is exempt from all ad valorem taxation, except school district ad valorem taxation and state ad valorem taxation, for a period of ten (10) years and forward the original and three (3) certified copies of this application and a certified transcript of such approval to the Mississippi State Tax Commission and upon approval of such application by the said Mississippi State Tax Commission and certification of its approval, the Mayor and City Council will enter a final order on its minutes granting the exemption herein prayed.

RESPECTFULLY SUBMITTED this 30 day of March, A.D. 2012.

ZEON CHEMICALS, L.P.

By: GR Andrews
Name: Guinn R. Andrews
Title: Controller / HR Mgr

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said state and county, within my jurisdiction, Guinn R. Andrews, who is Controller for Zeon Chemicals, L.P., who acknowledged that he/she signed, executed and delivered the above and foregoing application on the day and year therein mentioned for and on behalf, in the name and as the act and deed of said Zeon Chemicals, L.P., he/she being first duly authorized so to do and who first by me being duly sworn, stated upon his/her oath that the facts contained in the above application are true and correct as therein stated.

GR Andrews

SWORN TO AND SUBSCRIBED BEFORE ME on this 30 day of March, A.D., 2012.

Kimberly Ann Napier
NOTARY PUBLIC
My Commission Expires: Aug 22, 2013
KIMBERLY ANN NAPIER
LAMAR COUNTY, MISSISSIPPI

ZEON CHEMICALS L.P.
2011 Property Tax Calculation
Mississippi Plant

ASSET CATEGORY	Acquis. YEAR	ORIGINAL COST	ADD/ DELETE	ORIGINAL COST	Indus Multi	COST BY CAT	COST BY Year	Depre %	2011 TRUE VALUE
M&E	2011	\$465,879 *		\$465,879	1.027	\$478,458		92%	\$440,181
INST	2011	\$289,397 *		\$289,397	1.027	\$297,211		92%	\$273,434
F & F	2011	\$38,935 *		\$38,935	1.027	\$39,986		92%	\$36,787
CE	2011	\$60,453 *		\$32,531	1.026	\$33,377		87%	\$29,038
OE	2011	\$42,219 *		\$42,219	1.026	\$43,317		87%	\$37,686
									\$817,126
		\$896,884							

MEMORANDUM

TO: City Council, City of Hattiesburg
DATE: July 16, 2012
FROM: Chad Newell *C.N.*
RE: Zeon Chemicals, L.P.

We greatly appreciate the opportunity to review the ad valorem tax exemption application for Zeon Chemicals, L.P., located at 1301 West 7th Street Hattiesburg, Forrest County, MS. Upon further review by the Area Development Partnership (ADP) economic development staff, the request appears to be in order and warrants strong consideration by the council. In today's tough economy, we need to work diligently to ensure that we continue to provide a pro-business operating environment for existing businesses and those we are trying to recruit.

Zeon Chemicals, L.P., has been a Hattiesburg corporate citizen since 2002. The facility currently employs 55 people and has an annual payroll of over \$3.5 million. The company seeks a 10 year ad valorem tax exemption for equipment additions and replacement of equipment completed during year 2011 with a value of \$817,126.00. Again, we are in favor of this exemption and certainly appreciate your consideration.

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

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, GRANTING
EXEMPTION FROM AD VALOREM TAXES TO ZEON CHEMICALS, L.P. AS AUTHORIZED BY SECTION 27-31-
105 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, Zeon Chemicals, L.P. April 2, 2012, filed in triplicate with this Council its Application for Tax Benefits; and

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

WHEREAS, this Council finds that the property described in the said Application constitutes additions and expansions of an industrial enterprise of public utility which were in service or completed on the respective dates as shown on Exhibit "A" to the Application filed with this Council (a copy of Exhibit "A" is attached to this Resolution and incorporated by reference); and that Zeon Chemicals, L.P. is entitled to the exemption sought for a period of ten (10) years, all subject to approval and certification by the Mississippi State Tax Commission.

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

Section 1. That the application for Ad Valorem Tax Exemption by Zeon Chemicals, L.P. for a consecutive period of ten (10) years from December 2011 through December 31, 2021, as allowed by Section 27-31-105, Mississippi Code of 1972 as amended, and as shown and described in Exhibit "A", be and the same is hereby approved, subject to approval by the Mississippi Tax Commission.

Section 2. Zeon Chemicals, L.P. is hereby granted tax exemption on ad valorem taxes, except state and school district ad valorem taxation with respect to the personal property listed on Exhibit "A" for a period of ten (10) years, commencing on December 31, 2011 and ending on December 31, 2021 with a total true value of \$817,126.00 or the amount approved by Mississippi State Tax Commission.

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

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

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

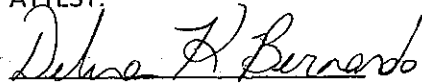
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, on this the 17th day of July, A.D., 2012.

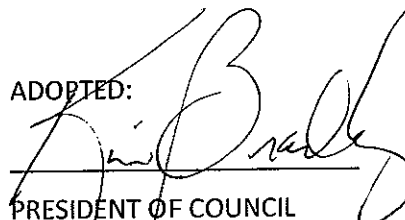
(S E A L)

ATTEST:



CLERK OF COUNCIL

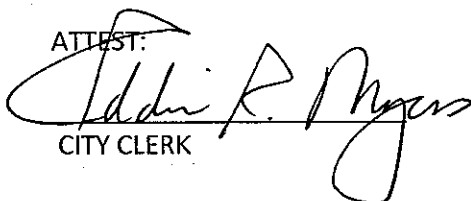
ADOPTED:



PRESIDENT OF COUNCIL

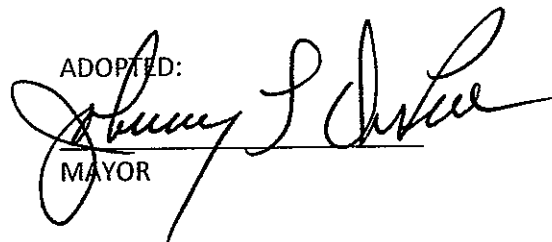
The above and foregoing Resolution having been submitted to and approved by the Mayor, the 17th day of July A.D., 2012.

ATTEST:



CITY CLERK

ADOPTED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0944

File ID: 2012-0944

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Lease Purchase Financing Quotes

Final Action: 07/17/2012

Minute Book Number: MB 2012-245

Title:

Acknowledge receipt of interest rate quotes to provide lease-purchase financing of police cars and certain installed equipment for the City of Hattiesburg and accept the quote of Trustmark National Bank; authorize Mayor to execute necessary lease-purchase financing documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Lease Purchase Financing Quotes, Executed Resol. 2012-63, Executed lease agreement

Enactment Number:

Contact: Connie Everett

Meeting Date: 07/17/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Acknowledge receipt of interest rate quotes to provide lease-purchase financing of police cars and certain installed equipment for the City of Hattiesburg and accept the quote of Trustmark National Bank; adopt Resolution authorizing Mayor to execute necessary lease-purchase financing documents.							
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 2012-0944

Title

Acknowledge receipt of interest rate quotes to provide lease-purchase financing of police cars and certain installed equipment for the City of Hattiesburg and accept the quote of Trustmark National Bank; authorize Mayor to execute necessary lease-purchase financing documents.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO : ***Mayor DuPree; Members of City Council***
FROM : ***Connie Everett, CFO*** 
DATE : ***July 17, 2012***
SUBJECT : ***Financing for Police Vehicles***

Below is a recap of interest rate quotes submitted to fund lease purchase of police cars and certain installed equipment:

Trustmark National Bank	1.49%
Regions Bank	1.6514%
Bancorp South	2.27%
Government Capital Corporation	3.116%

Quotes were requested as per Mississippi Code Section 31-7-13, paragraph (e). The finance period is to be 24 months, with monthly payments of principal and interest.

Since Trustmark Bank has quoted the lowest rate, it is my recommendation that we accept their interest rate quote of 1.49% to finance the lease purchase of police vehicles and installed equipment, in the amount of \$873,096.

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
TRUSTMARK NATIONAL BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi (the "Lessee"), hereby find, determine and adjudicate as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with Trustmark National Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 2 years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a non-bank qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee are hereby approved and **Johnny L. DuPree, Mayor** (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2012.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a non-bank qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2012, Lessee has designated \$13,373,096 of tax-exempt

obligations (including the Agreement), \$10,000,000 of which is bank qualified tax-exempt obligations, and \$3,373,096 as non-bank qualified tax-exempt obligations. Any further obligations issued in calendar year 2012 shall be designated as non-bank qualified tax-exempt obligations, unless otherwise noted.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2012 has exceeded \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson _____, seconded by Councilperson _____, 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 July, 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 July, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Post Office Box 1071
Hattiesburg, MS 39401
(601) 544-8100 PHONE
(601) 583-5307 FAX
www.trustmark.com

July 6, 2012

City of Hattiesburg
Attn: Connie Everett
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Ladies & Gentlemen of the City Council:

Thank you for the opportunity to provide a lease purchase financing quote to the City of Hattiesburg. For the requested financing of lease purchase financing for police patrol vehicles and certain installed equipment in the amount of \$873,096, Trustmark is pleased to offer the following tax-exempt, non-bank qualified interest rate:

<u>Term</u>	<u>Interest Rate</u>
2 Years	1.49% Fixed

The offer is subject to the following general terms and conditions:

- 1. AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required subject to Trustmark's satisfaction. Further, this transaction must be designated by a resolution or order of the Board as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.
- 2. DOCUMENTATION:** Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation. The City, through its City Council (the "Council") agrees to enter into such documentation, pending the City attorney's approval. The City of Hattiesburg will also complete an IRS Form 8038-G/GC in a timely manner and provide a copy to Trustmark.
- 3. EXPIRATION of RATE and NOTICE of FUNDING:** The aforementioned quote will expire at midnight, July 31, 2012, unless funded prior to then by the City or extended by mutual agreement between Trustmark and the City.

We hope the above information is to your satisfaction. If you have any questions, please call me at 601-583-5296.

Sincerely,

Jason W. Boutwell
First Vice President
TRUSTMARK NATIONAL BANK

People you trust.
Advice that works.

Jim Westley
202 S 40th Ave
Hattiesburg, MS 39402
Ph: 601-261-4335
Fax 601-261-4353
Cell: 601-447-7933
jim.westley@regions.com



July 05, 2012

City of Hattiesburg
ATTN: Ms Connie Everett
CFO/Comptroller
200 Forrest Street
Hattiesburg, MS 39401

Dear Ms. Everett,

Regions Equipment Finance Corporation is pleased to furnish the following tax exempt lease proposal for your review and consideration.

Lessor:	Regions Equipment Finance Corporation, or its Assignee
Lessee:	City of Hattiesburg
Equipment:	Police Cruisers plus installed equipment
Equipment Cost:	\$ 873,096
Delivery:	July, 2012
Base Term:	2 years (24 monthly payments)
Payment:	\$37,008.09 In Arrears
Payment Method:	Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Implicit Rate:	1.6514%
Lease Commencement:	The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first monthly rental shall be due 30 days in arrears]. Remaining equal monthly rental payments shall be due on the same day of each consecutive month thereafter. All payments shall be subject to any applicable state and local sales/use taxes.

Non Appropriation:	This contract will be subject to appropriation of funds on an annual basis. Lessee will certify as to the essential use nature of this equipment
Non-Bank Qualified:	As it is not anticipated that this transaction will be bank qualified, the interest rate stated on the attached exhibit assumes that the Lease will be a non-bank qualified tax-exempt obligation. Section 265(b)3 of the Internal Revenue Code of 1986 exempts certain tax-exempt obligations (bank qualified), not in excess of \$10,000,000.00 per year, from the 100% preference tax disallowance applicable to banks, provided that the reasonably anticipated amount of qualified tax-exempt obligations to be issued by the issuing authority during the calendar year does not exceed \$10,000,000.00. If the issuing authority reasonably anticipates that it will issue in excess of \$10,000,000.00 in qualified tax-exempt obligations during the calendar year, the lease will be designated as a non-bank qualified tax-exempt obligation
Opinion of Counsel:	Prior to closing the Lease, Lessor must be provided with an opinion of Lessee's counsel, at Lessee's expense, satisfactory to Lessor and its counsel, which shall include opinions that the Lease and related documentation are duly authorized, executed and delivered by Lessee, that the parties have complied with all applicable state laws, including laws regulating bidding or government contracts and that rents payable under the Lease will be exempt from state and federal income taxes.
Net Lease:	The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.
Purchase At End Of Term:	At the expiration of the Lease Term, so long as no default exists thereunder and the Lease has not been earlier terminated, Lessee shall have the option to purchase all (but not less than all) of the Equipment on an AS IS, WHERE IS BASIS for one dollar (\$1.00).
Documentation:	Lessor will provide all documentation required to close the Lease. Any modifications requested by Lessee must be approved by Lessor. Any associated legal fees will be reimbursed to Lessor by Lessee.
Transactional Costs:	Unless otherwise agreed in writing, Lessee will be responsible for all closing costs including, without limitation, appraisal fees, attorney's fees and disbursements, and recording fees. If the Lease is a master lease, a minimum documentation fee of \$500.00, Title Application Fees as needed and UCC filing fee of \$150.00 will be added to the foregoing with respect to each Equipment Schedule. Lessee will be responsible for all costs it incurs.
Insurance:	Lessee will be responsible to purchase and maintain liability insurance coverage equal to \$1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than \$5,000.00 naming Lessor as

Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding.

Contingencies:

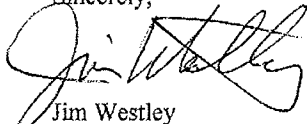
This proposal is not and should not be construed as a commitment to fund. The terms and provisions presented herein are subject to among other things (1) Lessor's credit review and approval of Lessor's investment in the Equipment and the economics of the proposed transaction, at Lessor's sole discretion, and (2) execution of all documentation in form and substance satisfactory to all parties to the transaction. Lessor makes no representation as to the legal, tax or accounting treatment of the Lease. Lessor shall not have any obligation whatsoever under this proposal and shall only be obligated under and as provided in the documentation referred to in clause (2) above. No notice of approval or other communication from Lessor or anyone claiming to act on its behalf shall waive or modify the limitations contained in this paragraph.

Federal law requires all financial institutions to obtain, verify, and record information regarding customers. Lessor has or will obtain and keep on file information complying with 31 CFR Part 103.121 regarding Lessee, including Lessee's name, address and copies of various identifying documents.

By acceptance of this proposal, Lessee requests Lessor to take all actions necessary to evaluate the transactions contemplated hereby, including ordering credit reports and (if desired) by Lessor appraisals of the Equipment. This proposal shall expire as of the close of business on July 20, 2012, unless extended in writing by Lessor. This proposal may not be modified, supplemented or otherwise changed except in a writing signed by an officer of Lessor, subject to the further limitations expressed above.

We look forward to your early review and acceptance of this proposal. If there are any questions, please do not hesitate to contact me directly at 601-447-7933

Sincerely,



Jim Westley
Vice President

CITY OF HATTIESBURG
PROPOSAL ACCEPTED:

By: _____

Title: _____

Date: _____



7/5/2012

Sent via: ceverett@hattiesburgms.com

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39401

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Hattiesburg
3. Equipment Description: Police Vehicles
4. Equipment Cost: \$873,096.00
5. Lease Term: 2 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)
24 Monthly payments of \$37,245.44
Payments in arrears
7. Lease Rate: 2.27%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 9/30/12. If the equipment is not delivered and the lease funded prior to 9/30/12, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: **NON-BANK QUALIFIED**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

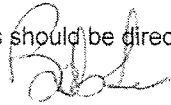
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 8/15/12. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.



Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



**GOVERNMENT CAPITAL
CORPORATION**

303 HWY 51 SOUTH BROOKHAVEN, MS 39601 800.561.0461
WWW.GOVCAP.COM

July 3, 2012

Ms. Connie Everett, CFO
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Thank you for the opportunity to proposed financing for the City of Hattiesburg. I understand you are purchasing new **Police Vehicles and related equipment** and are interested in utilizing lease purchase financing. I am submitting for your review the following proposed financing structure:

LENDER:	Government Capital Corporation
ISSUER:	City of Hattiesburg, MS
FINANCING STRUCTURE:	Tax-Exempt Lease Purchase

CONTRACT AMOUNT:	\$873,096.00
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TERM:	<u>24 Months</u>
INTEREST RATE:	3.116%
ANNUAL PAYMENTS:	\$37,610.05
PAYMENTS BEGINNING:	30 days from funding

The above proposal is an expression of interest, subject to audit analysis and mutually acceptable documentation and is not a binding commitment. The above payment amount includes all applicable fees associated with the transaction. If funding occurs more than 14 days from proposal date, we reserve the right to index to the then current market.

Our finance programs are extremely flexible and our goal is total customer satisfaction. If you have any questions regarding other payment terms, frequencies or conditions, please call me at (800) 561-0461.

DC Greer
Government Capital Corporation
dgreer@govcap.com
800-561-0461



**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
TRUSTMARK NATIONAL BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi (the "Lessee"), hereby find, determine and adjudicate as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with Trustmark National Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 2 years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a non-bank qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee are hereby approved and **Johnny L. DuPree, Mayor** (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2012.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a non-bank qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2012, Lessee has designated \$13,373,096 of tax-exempt

obligations (including the Agreement), \$10,000,000 of which is bank qualified tax-exempt obligations, and \$3,373,096 as non-bank qualified tax-exempt obligations. Any further obligations issued in calendar year 2012 shall be designated as non-bank qualified tax-exempt obligations, unless otherwise noted.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2012 has exceeded \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

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

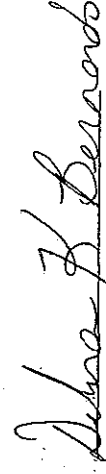
YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

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

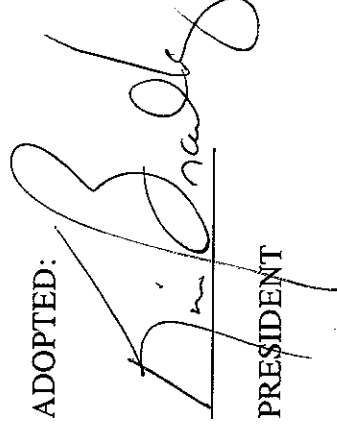
(S E A L)

ATTEST:



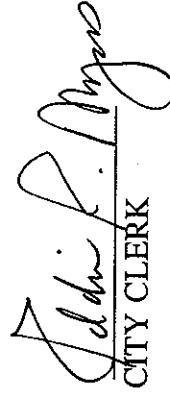
CLERK OF COUNCIL

ADOPTED:

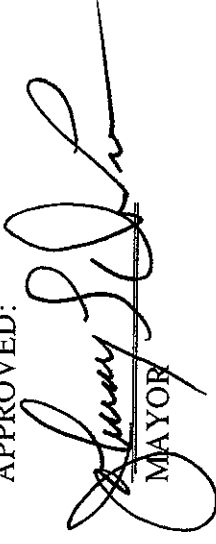

PRESIDENT

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

ATTEST:


CITY CLERK

APPROVED:


MAYOR

July 17, 2012

City of Hattiesburg
Attn: Johnny Dupree, Mayor
200 Forrest Street
Hattiesburg, MS 39401

Dear Honorable Mayor

Please find enclosed the Lease-Purchase Agreement between Trustmark National Bank and the City of Hattiesburg for the purchase of (25) 2012 Dodge Chargers and equipment as described on attached Exhibit "A". Also enclosed is a two year amortization schedule and the 8038-G Tax Form.

I am listing requirements, in addition to the appropriate signatures, necessary to ensure complete execution of the document.

1. Attach equipment invoice to Exhibit A (Equipment)
2. Complete all blanks and sign Exhibit D (Certificate of Acceptance)
3. Board attorney must sign and date Exhibit E (Opinion of Counsel)
4. Complete all blanks, sign and date Exhibit F (Federal Tax Certificate), as well as Tax Form 8038-G
5. Attach Certificate of Insurance to Exhibit G (Certificate of Insurance)
6. Please include the City's most recent audited financial statement and current budget

Once your Board has approved, and the document has been fully executed, please mail back to my attention as addressed below:

Trustmark National Bank
Attn: Drew Siders/Public Services Department
P.O. Box 1071
Hattiesburg, MS 39403

Payment will be made as requested, once the agreement has been finalized/processed. In the meantime, if there are any questions please feel free to contact me at (601) 583-5309 or 1-800-844-2000 Ext. 5309.

Sincerely,

A handwritten signature in black ink, appearing to read 'Drew Siders', with a stylized flourish at the end.

Drew Siders
Vice President
Public Service Division

EXHIBIT "A"

CITY OF HATTIESBURG, MS POLICE VEHICLES AND INSTALLED EQUIPMENT 24 MONTH LEASE PURCHASE FINANCING

<u>MAKE, MODEL, YEAR</u>	<u>VIN</u>	<u>VENDOR</u>	<u>INVOICE #</u>	<u>PRICE</u>
VEHICLES:				
2012 Dodge Charger	2C3CDXAT7CH126587	Howard Wilson Chrysler	48513	22,880.00
2012 Dodge Charger	2C3CDXAT1CH126584	Howard Wilson Chrysler	48386	22,896.00
2012 Dodge Charger	2C3CDXAT9CH126588	Howard Wilson Chrysler	48388	22,895.00
2012 Dodge Charger	2C3CDZAT5CH126586	Howard Wilson Chrysler	48387	22,895.00
2012 Dodge Charger	2C2CDXAT3CH126585	Howard Wilson Chrysler	45812	22,985.00
2012 Dodge Charger	2C3CDXAT8CH180450	Champion Chrysler	41076	22,651.00
2012 Dodge Charger	2C3CDXATXCH180434	Champion Chrysler	41089	22,651.00
2012 Dodge Charger	2C3CDXAT4CH180445	Champion Chrysler	41087	22,651.00
2012 Dodge Charger	2C3CDXAT8CH180447	Champion Chrysler	41085	22,651.00
2012 Dodge Charger	2C3CDXAT1CH180449	Champion Chrysler	41075	22,651.00
2012 Dodge Charger	2C3CDXAT3CH180436	Champion Chrysler	41079	22,651.00
2012 Dodge Charger	2C3CDXATXCH180448	Champion Chrysler	41081	22,651.00
2012 Dodge Charger	2C3CDXAT9CH180442	Champion Chrysler	41083	22,651.00
2012 Dodge Charger	2C3CDXAT6CH180446	Champion Chrysler	41074	22,651.00
2012 Dodge Charger	2C3CDXAT5CH180437	Champion Chrysler	41082	22,651.00
2012 Dodge Charger	2C3CDXAT6CH180432	Champion Chrysler	41073	22,651.00
2012 Dodge Charger	2C3CDXAT0CH180443	Champion Chrysler	41084	22,651.00
2012 Dodge Charger	2C3CDXAT8CH180433	Champion Chrysler	41090	22,651.00
2012 Dodge Charger	2C3CDXAT2CH180444	Champion Chrysler	41081	22,651.00
2012 Dodge Charger	2C3CDXAT9CH180439	Champion Chrysler	41086	22,651.00
2012 Dodge Charger	2C3CDXAT7CH180441	Champion Chrysler	41077	22,651.00
2012 Dodge Charger	2C3CDXAT7CH180438	Champion Chrysler	41080	22,651.00
2012 Dodge Charger	2C3CDXAT1CH180435	Champion Chrysler	41078	22,651.00
2012 Dodge Charger	2C3CDXAT5CH180440	Champion Chrysler	41088	22,651.00
2012 Dodge Charger	2C3CDXATXCH180461	Champion Chrysler	41092	22,397.00
MOBILE RADIOS, MOUNTING EQUIPMENT & SOFTWARE FOR VEHICLES:				
Motorola Radio	514CMX0044	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0045	Motorola Solutions, Inc.	13867484	2,649.00

CITY OF HATTIESBURG, MS
POLICE VEHICLES AND INSTALLED EQUIPMENT
24 MONTH LEASE PURCHASE FINANCING

<u>MAKE, MODEL, YEAR</u>	<u>VIN</u>	<u>VENDOR</u>	<u>INVOICE #</u>	<u>PRICE</u>
Motorola Radio	514CMX0046	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0047	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0048	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0049	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0050	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0051	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0052	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0053	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0054	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0055	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0056	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0057	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0058	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0059	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0060	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0061	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0062	Motorola Solutions, Inc.	13867484	2,649.00
Motorola Radio	514CMX0063	Motorola Solutions, Inc.	13867484	2,649.00
LAPTOPS FOR VEHICLES:				
Panasonic Toughbook	1KTYA29496	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31548	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31578	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31620	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31652	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31698	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31727	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31739	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31883	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA31987	Venture Technologies, Inc.	5290370	3,699.00
Panasonic Toughbook	1KTYA29703	Venture Technologies, Inc.	5290370	3,699.00

**CITY OF HATTIESBURG, MS
POLICE VEHICLES AND INSTALLED EQUIPMENT
24 MONTH LEASE PURCHASE FINANCING**

<u>MAKE, MODEL, YEAR</u>	<u>VIN</u>	<u>VENDOR</u>	<u>INVOICE #</u>	<u>PRICE</u>
Parasonic Toughbook	1KTYA31562	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31602	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31633	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31695	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31699	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31738	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31866	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA31984	Venture Technologies, Inc.	5290370	3,699.00
Parasonic Toughbook	1KTYA32012	Venture Technologies, Inc.	5290370	3,699.00

RADAR UNITS, ANTENNAE, MOUNTING EQUIPMENT FOR VEHICLES:

Stalker Radar	40069	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40070	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40072	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40073	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40152	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40159	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40358	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40401	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40407	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40410	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40424	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40449	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40450	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40451	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40476	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40480	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40481	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40487	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40488	Applied Concepts, Inc.	215068	2,462.00
Stalker Radar	40499	Applied Concepts, Inc.	215068	2,462.00

**CITY OF HATTIESBURG, MS
POLICE VEHICLES AND INSTALLED EQUIPMENT
24 MONTH LEASE PURCHASE FINANCING**

<u>MAKE, MODEL, YEAR</u>	<u>VIN</u>	<u>VENDOR</u>	<u>INVOICE #</u>	<u>PRICE</u>
CAMERAS, HD DVR'S, SOFTWARE, MOUNTING EQUIPMENT FOR VEHICLES:				
Camera, DVR, Display	CAM2-001928; DVR2-001032	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001925; DVR2-001023	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001993; DVR2-001029	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001961; DVR2-001024	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001999; DVR2-000930	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001880; DVR2-001025	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001973; DVR2-001033	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001963; DVR2-001039	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001915; DVR2-000834	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001952; DVR2-000962	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001940; DVR2-000878	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001916; DVR2-001005	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001697; DVR2-000990	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001924; DVR2-001034	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001968; DVR2-000978	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001698; DVR2-001010	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001854; DVR2-001009	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001832; DVR2-001031	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001887; DVR2-000874	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-002004; DVR2-001080	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001908; DVR2-001099	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001691; DVR2-001088	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001914; DVR2-001096	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001895; DVR2-001001	Watch Guard Video	4REINV0000320; 321	5,166.80
HD DVR, w/GPS, Rev 2	CAM2-001711; DVR2-001097	Watch Guard Video	4REINV0000320; 321	5,166.80
TOTAL				\$873,696.00

SIGNED FOR IDENTIFICATION PURPOSES THIS THE 17th DAY OF JULY 2012

CITY OF HATTIESBURG

BY: JOHNNY DUPREE, MAYOR

LEASE-PURCHASE AGREEMENT

Between

TRUSTMARK NATIONAL BANK

As Lessor

and

the

City of Hattiesburg

As Lessee

Dated as of the July 17, 2012

THIS LEASE-PURCHASE AGREEMENT ("Lease") dated as of July 17, 2012 between Trustmark National Bank, a national banking association organized and existing under the laws of the United States of America, as lessor ("Lessor") whose address is P.O. Box 1071, Hattiesburg, MS 39403 and the City of Hattiesburg, as lessee ("Lessee"), whose address is 200 Forrest Street, Hattiesburg, MS 39401.

RECITALS

Lessee is authorized by law to acquire items of property as are needed to carry out its governmental functions and to acquire such property by entering into lease-purchase agreements.

Lessee has determined that it is necessary for it to acquire the hereafter described Equipment.

Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease.

NOW THEREFORE, in the joint and mutual exercise of their powers and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENTS

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall have the meanings herein specified.

Code: The Internal Revenue Code of 1986, as amended.

Contractor: The manufacturer(s) or vendor(s) from whom Lessee has ordered or will order or with whom Lessee has contracted or will contract for the manufacture, delivery, sale and/or installation of the Equipment.

Equipment: The property described in Exhibit A.

Fiscal Year: The twelve month fiscal period of Lessee which commences on September 30th in every year and ends on the following September 30th.

Governing Body: The Board of City Council of the Lessee.

Interest Component: The portion of any Rental Payment designed as interest as shown in Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award paid with respect to the Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the Governing Body to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: At any particular time: (i) liens on Lessee's interest in the Equipment for taxes and assessments not then delinquent, (ii) this Lease and any amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right which secures an amount not then due and owing for goods or services.

Principal Component: The portion of any Rental Payment designed as principal in Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in Exhibit C, the amount set forth opposite such date assuming all Rental Payments and other amounts due from Lessee to Lessor have been paid as and when due.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term as shown in Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee ordered the Equipment from a Contractor.

State: The State of Mississippi.

State and Federal Law or Laws: The Constitution and any laws of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any agency of the United States.

Term: Unless sooner terminated pursuant to the provisions of this Lease, the period of time commencing upon the date of the execution hereof and ending on July 17, 2014.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a Municipality, which is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The official of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's Governing Body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) The Equipment will be used only to carry out the governmental purposes and to perform essential governmental functions of Lessee.

(f) Upon delivery and installation of the Equipment, Lessee will provide Lessor with a completed and executed Certificate of Acceptance in the form attached hereto as Exhibit D. If Lessee fails to execute and deliver a Certificate of Acceptance within 5 business days after delivery and installation of the Equipment, Lessee shall be deemed to have done so.

(g) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit E.

(h) Upon the execution of this Lease, unless waived by Lessor, Lessee will provide to Lessor a Federal Tax Certificate in the form attached hereto as Exhibit F.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a national banking association, duly organized, validly existing and in good standing under the laws of the United States of America.

(b) Lessee is duly authorized to transact business in the State; has the power to own and lease the Equipment; and has duly authorized the execution and delivery of this Lease.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Subject to and conditioned upon the delivery of the Equipment by Contractor, Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right, at all reasonable times, to examine and inspect the Equipment and to maintain and care for same if Lessee fails to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for the Term.

Section 4.2. Termination Due To Non-Appropriation. In the sole event of Non-appropriation prior to an event of default, Lessee shall have the right to terminate this Lease, in whole, but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.6. Lessee may effect such termination by giving Lessor written notice of termination and by paying to Lessor all Rental Payments which are due through the date of termination. Lessee shall endeavor to give Lessor not less than 60 days prior written notice of termination and shall notify Lessor as soon as reasonably possible of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall execute any documents reasonably requested by Lessor to release its interest in the Equipment.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The appropriate department representative of Lessee will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and will use all reasonable and lawful means at its disposal to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due for such Fiscal Year. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and released and conveyed its interest in

the Equipment to Lessor within ten days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments coming due for the period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee in accordance with Section 4.2, Lessee agrees that for a period of one year after termination, to the extent allowed by law, it will not purchase or lease other property or contract with any third party to perform the same functions as, or functions taking the place of, those performed by the Equipment; provided, however, that this restriction shall not be applicable in the event the Equipment previously has been sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the Purchase Option Price applicable through the last Rental Payment.

Section 4.6. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the expiration of the Term if Lessee has made all Rental Payments required Lessee hereunder as and when due and has otherwise performed its obligations hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of the Lease in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease or to such other person or entity and at such other places as Lessor may, from time to time, designate by written notice to Lessee. If any Rental Payment is not paid within 10 days of the due date thereof, to the extent allowed by law, Lessee shall also be liable to Lessor for a late payment charge equal to the greater of \$50.00 or four percent of the amount of the delinquency plus interest on the amount of the delinquency at the per annum rate of interest equal to the lesser of 11 percent or the maximum rate allowed by law.

Section 5.2. Current Expense. Lessor and Lessee agree that the intent of this Lease is that the obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee for the benefit of Lessee of any taxes or other moneys in the annual budget of Lessee (or the proceeds or net proceeds of the Equipment) to the payment of any Rental Payment or other amount due hereunder.

Section 5.3. Principal and Interest Components. Each Rental Payment consists of a Principal Component and an Interest Component, all as more fully described in Exhibit B.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments and other payments required hereunder shall be absolute and unconditional. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all such payments required hereunder as and when due and shall not withhold any such payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments. Lessee's obligation to make any payment required hereunder shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

Section 5.5. Tax Exemption. (a) Lessee acknowledges and agrees that the Rental Payments have been calculated by Lessor assuming that the Interest Component of each Rental Payment is exempt from federal income taxation. Lessee will do and refrain from doing all things necessary and appropriate to insure that the Interest Component of all Rental Payments is exempt from federal income taxation. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

(ii) No portion of the Rental Payments: (i) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (ii) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

(iii) No portion of the cost of the Equipment will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(iv) The Lessee will execute and file all information statements required by Section 149(e) of the Code and timely pay amounts, if any, required to be rebated to the United States pursuant to Section 148(f) of the Code.

(b) Lessee and Lessor acknowledge that Lessee has designated this Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

(c) In the event any governmental taxing authority successfully imposes an income tax on the Interest Component or imposes an income tax on the interest component under any similar lease of Lessor which, in the opinion of Lessor's counsel, will be determinative of the tax treatment under this Lease, then Lessee agrees to pay additional Rental Payments retroactively from the date of such imposition through the end of the Term during which such tax is imposed in an amount adequate to compensate Lessor, on an after-tax basis, for the tax imposition.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to insure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation or other general use of the Equipment are covered by a liability insurance policy or program acceptable to Lessor. To the extent allowed by law, Lessee shall cause Lessor to be named as an additional insured in such policy. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall maintain in effect during the Term of the Lease, casualty insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that if a claim is made for a total loss of the Equipment such insurance proceeds will be sufficient to pay the applicable Purchase Option Price. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with a deductible not in excess of \$1,000.00. The Net Proceeds of insurance required by this Section shall be applied to the purchase of the Equipment as provided in Section 6.7.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry Worker's Compensation Insurance covering all employees on, in, near or about the Equipment, and, upon request, shall furnish Lessor with certificates evidencing such coverage throughout the Term.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving at least 30 days prior written notice to Lessor; and shall name Lessor as an additional insured under any liability insurance policy and as a loss payee under any casualty insurance policy. At Lessor's request, Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it.

Section 6.5. General Indemnity. To the maximum extent allowed by law, Lessee assumes liability for, and shall indemnify, protect, save, and keep harmless Lessor and its agents, servants, successors, and assigns (each an indemnitee) from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against any indemnities, in any way relating to or arising out of this Lease or the enforcement hereof, or the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return, or other disposition of the Equipment or any part thereof (including, without limitation, latent or other defects, whether or not discoverable by Lessee or any other person, any claim in tort for strict liability and any claim for patent, trademark, or copyright infringement); provided, however, that Lessee shall not be required to indemnify any indemnitee for loss or liability arising from acts or events that occur after the Equipment has been returned to Lessor in accordance with this Lease, or for loss or liability resulting solely from the willful misconduct or negligence of such Indemnitee. The provisions of this Section 6.5 shall survive the expiration or earlier termination of this Lease.

Section 6.6. Damage to or Destruction of Equipment. If all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall, as soon as practicable after such event, either: (i) replace the same at Lessee's sole cost and expense with replacement equipment acceptable to Lessor, whereupon such replacement shall be substituted in this Lease by appropriate documentation; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit C. Lessee shall notify Lessor of which course of action it will take within 15 days after the loss, destruction or damage. If Lessee elects clause (i) but fails to perform its obligation thereunder within 30 days after the loss, destruction or damage, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit C immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be made available to Lessee to be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created or arising through Lessor.

ARTICLE VII OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use or operate the Equipment improperly, carelessly, in violation of any State or Federal laws, or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall, at Lessee's expense, comply with all State and Federal Laws, that require changes or additions to be made to the Equipment.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes, special assessments, and other charges of any kind which are lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof with respect to the Term. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section. Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its reasonable determination, the interest of Lessor in the Equipment could be materially endangered by nonpayment of any such items, in which event Lessee shall promptly pay such taxes, assessments and charges or provide Lessor with full security against any loss which may result from non-payment, in form reasonably satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 11 percent per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term, and so long as Lessee is not in default as provided in Article XII, legal title to the Equipment and any and all replacements, accessories, substitutions and modifications thereto shall be in Lessee. Upon termination of this Lease for any of the reasons specified in clauses (a) and (c) of Section 4.6., full and an encumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In such event, Lessee shall execute and deliver to Lessor such documents as Lessor may request to

evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest in the Equipment. Upon termination of this Lease for either of the reasons specified in clauses (b) and (d) Section 4.6, Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain and Lessee hereby grants to Lessor, a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all, replacements, accessories, substitutions and modifications thereto in order to secure the Rental Payments and the other obligations of Lessee hereunder. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to perfect such security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment and maintain such markings during the Term, so as clearly to disclose Lessor's interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary promptly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrances or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may, at any time and from time to time, in its sole discretion and at its own expense, install other accessories and components upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing such accessories or components under a conditional sale or lease/purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs, replacements, substitutions and modifications to all or any part of the Equipment, except that Lessee shall not be permitted to remove or disable safety features or devices. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal law or those contemplated by this Lease. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee. Lessee will not

permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification of the Equipment; provided, that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may, in good faith, contest any lien filed or established against the Equipment, and, in such event, may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in its opinion, by nonpayment of any such item the interest of Lessor in the Equipment could be materially endangered or the Equipment or any part thereof could be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form reasonably satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. Lessor and Lessee agree that the Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

EQUIPMENT WARRANTIES

Section 9.1. Selection of Equipment. Lessor and Lessee agree that this is a "finance lease" under Article 2A of the Uniform Commercial Code. The Equipment and the Contractor have been selected by Lessee, and Lessor has no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, or any delay or failure to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. To the extent it may legally do so, Lessor hereby assigns to Lessee during the Term, all of its interest in all Contractor's warranties and guarantees, express or implied, applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. To the extent it may legally do so, Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit C, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than 30 days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due and the applicable Purchase Option Price set forth in Exhibit C. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the Purchase Option by Lessee, Lessor shall convey or release to Lessee all of its right, title and interest in and to the Equipment by delivery to Lessee of such documents as Lessee reasonably deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. All of Lessor's right, title and/or interest in and to the Equipment, this Lease, the Rental Payments and other amounts due hereunder may be assigned and reassigned, in whole or in part, to one or more assignees or subassignee at any time, without the consent of Lessee. Such assignment shall not be effective with respect to Lessee unless and until Lessor shall have filed a copy or written notice thereof with Lessee.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned transferred, mortgaged, or otherwise pledged by Lessee, in whole or in part, without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to compliance with each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased in form and substance satisfactory to Lessor.

(iii) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest Component of the Rental Payments to become subject to federal income taxation.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever used in this Lease with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease within five days of the time specified herein.

(ii) Failure by Lessee to provide the insurance coverages required herein.

(iii) Failure by Lessee to observe and perform any covenant, condition or agreement (other than as referred to in Clauses (i) or (ii) of this Section) on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iv) The filing by Lessee of a voluntary petition in bankruptcy; the failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental or proprietary function; the adjudication of Lessee as a bankrupt; the granting by Lessee of an assignment for the benefit of creditors; the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the United States Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable, in whole or in part, to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have occurred and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) With or without terminating this Lease, declare all Rental Payments due or to become due to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable.

(ii) With or without terminating this Lease, by written notice to the Lessee, request the Lessee to (and the Lessee agrees that it will), at the Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 12.3 hereof, or the Lessor, at its option, may (i) enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (ii) require the Lessee to assemble the Equipment and make the Equipment available to the Lessor at a place to be designated by the Lessor which is reasonably convenient to both parties, and/or (iii) without removal, the Lessor may render the Equipment unuseable, and may sell or otherwise dispose of the Equipment on the Lessee's premises at a public or private sale with such sale to meet the requirements of a public or private sale with the application of the sale proceeds all as provided in Section 12.2(iii). Lessee hereby expressly waives any damages occasioned by such repossession or other disposal of Equipment as provided in this paragraph (ii). If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit C (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments as and when due. If the Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall use its best efforts promptly to sell the Equipment, as a unit or in parts, in a commercially reasonable manner at public or private sale in accordance with applicable laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the balance of any Rental Payments owed by Lessee through the date of termination, and (d) the Purchase Option Price.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay all amounts specified in Section 12.2(iii)(a)-(c), Lessee shall be liable for the deficiency and Lessor may take any other remedy available at law or in equity to require Lessee to perform its obligations hereunder.

Notwithstanding any other provision of this Section 12.2, Lessor shall be entitled to damages with respect to the Lease in an amount equal to, but not in excess of, the economic equivalent intended to be provided by Lessee's payment of the Rental Payments and/or Purchase Option Price provided for herein, as and when due, plus any amount necessary to compensate Lessee for all costs, fees and expenses incurred as a result of Lessee's default.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments or the Purchase Option Price, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment, at Lessee's cost and expense, to such place within the State as Lessor shall specify; or (ii) by shipping the same, freight prepaid, to a place within the United States specified by Lessor. If Lessee fails to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge Lessee with the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power nor shall it 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 by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of any obligation or agreement of the defaulting party hereunder, the defaulting party agrees that it will, on demand, pay to the nondefaulting party the reasonable fees of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail, postage prepaid, to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial information. During the Term of the Lease, within 180 days of Lessee's fiscal year end Lessee will provide Lessor with current financial statements and such other financial information as may be requested by Lessor or its assignee.

Section 13.3 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4 Book Entry. The Lessor's interest in this Lease and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the Term of this Lease, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. No such assignment shall become effective without recordation of the assignment in said "book entry system."

Section 13.5. Severability. In the event any provision of this Lease 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 13.6. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.7. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article, Section or Clause of this Lease.

Section 13.8. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment, for indicating the commencement date and for carrying out the expressed intention of this Lease.

Section 13.9. Execution in Counterparts. This Lease 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 13.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized officers or officials as of the date first above written.

TRUSTMARK NATIONAL BANK, Lessor

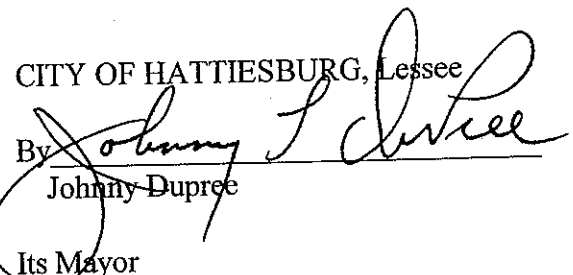
By


Drew Siders

Its Vice President

CITY OF HATTIESBURG, Lessee

By


Johnny Dupree

Its Mayor

EXHIBIT A

EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is
as follows:

<u>Quantity</u>	<u>Description</u>	<u>Serial Number(s)</u>
25	2012 Dodge Chargers	#

(See Attached Exhibit "A")

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Hattiesburg
Commencement Date of Lease: July 17, 2012
Number and Frequency of Payments: (24) monthly payments

Rental Payment Schedule

<u>Due Date</u>	<u>Payment Number</u>	<u>Total Payment</u>	<u>Principal Component</u>	<u>Interest Component</u>
See Attached Schedule				

EXHIBIT C

SCHEDULE OF PURCHASE OPTION PRICE

<u>After Payment Number</u>	<u>Purchase Option Price</u>
24 monthly payments	\$1.00

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Johnny Dupree of the Mayor ("Lessee"); and, with respect to the Lease-Purchase Agreement dated July 17, 2012 (the "Lease"), by and between Lessee and Trustmark National Bank ("Lessor"), that:

1. The Equipment described in the Lease has been delivered and installed in accordance with Lessee's Specifications and has been accepted by Lessee.
2. The Rental Payments provided for in Exhibit B to the Lease shall commence and be due and payable on August 17, 2012 and on the 17th of each month thereafter, in the amounts shown on Exhibit B to the Lease.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee has obtained from a reputable insurance company or self funded group qualified to do business in the State insurance with respect to all risks required to be covered thereby pursuant to Article VI of the Lease.
5. Lessee is exempt from all personal property taxes and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. During the Term, the Equipment will be used by Lessee to perform essential governmental functions. Such functions are:

Operations related to public services in the Municipality
7. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body, or to the best of Lessee's knowledge, threatened, that challenges (a) the authority of Lessee or its officers or employees to enter into the Lease, (b) the proper authorization, approval and execution of the Lease and other documents contemplated thereby, (c) the appropriation of moneys sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year, or (d) the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

All capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

Dated: July 17, 2012.

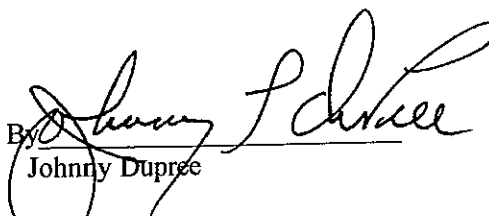
By 
Johnny Dupree
Its Mayor

EXHIBIT E

OPINION OF COUNSEL

Trustmark National Bank
P.O. Box 1071
Hattiesburg, MS 39403

Drew Siders

Re: Lease-Purchase Agreement dated as of July 17, 2012, between Trustmark National Bank ("Lessor") and the City of Hattiesburg ("Lessee")

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease-Purchase Agreement described above (the "Lease") and various related matters, and, in this capacity, have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee, enforceable in accordance with its terms, except to the extent limited by applicable state and federal laws affecting the enforcement of creditors rights and remedies generally.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending before any court, administrative agency, arbitrator or governmental body or, to the best of my knowledge, threatened, that challenges the authority of Lessee or its officials, officers or employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

7.a. The Lease constitutes an obligation of the Lessee which is a political subdivision of the State of Mississippi within the meaning and for the purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings thereunder.

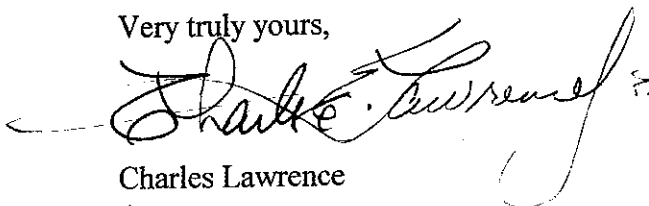
b. Subject to the condition set forth in the immediately succeeding sentence, (a) the interest portion of the Lease Payments due under the Lease is excluded from gross income for federal income tax purposes, and (b) the Lease is not a "specified private activity bond" and the interest portion of the Lease Payments due under the Lease is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinions set forth in the immediately preceding sentence are subject to the condition that the Lessee comply with all requirements of the Code, compliance with which subsequent to the execution and delivery of the Lease is necessary in order that interest portion of the Lease Payments due thereunder be, or continue to be, excluded from gross income for federal income tax purposes. The Lessee has covenanted to comply with each such requirement in a Federal Tax Certificate of even date herewith. Failure to comply with certain of such requirements may cause the inclusion of the interest portion of the Lease Payments in gross income for federal income tax purposes to be retroactive to the date of issuance and delivery of the Lease. We express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The interest portion of the Lease Payments due under the Lease is exempt from State of Mississippi income taxation.

9. The Lease is a qualified tax-exempt obligation as such term is used in Section 265(b)(3) of the Internal Revenue Code of 1986.

Dated July 17, 2012.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Charles Lawrence", is written over a horizontal line. The signature is fluid and cursive.

Charles Lawrence
Attorney

EXHIBIT F

CITY OF HATTIESBURG LEASE-PURCHASE AGREEMENT DATED AS OF JULY 17, 2012 FEDERAL TAX CERTIFICATE

Pursuant to the Code and regulations thereunder, I, the undersigned Johnny Dupree, Mayor of the City of Hattiesburg (the "Lessee"), execute and deliver this certificate for the benefit of all persons interested in the exemption from federal income taxation of the interest to be paid on the Lease-Purchase Agreement (the "Lease") for the purchase of the equipment detailed in Exhibit A, attached hereto, between the Lessee and Trustmark National Bank, as lessor ("Lessor") dated July 17, 2012 and the tax treatment thereof under the Code.

This certificate may be relied upon as the certificate of the Lessee and is executed for the purpose of establishing the facts and reasonable expectations of the Lessee regarding the Lease. It is based upon facts, circumstances, estimates and expectations of the Lessee on the later to occur of the date on which the Certificate of Acceptance was executed and delivered or funds were disbursed by the Lessor in payment for the Equipment described therein (the "Closing Date"), and, to the best of my knowledge and belief, the expectations of the Lessee set forth herein are reasonable. I certify as follows:

1. I am the duly chosen, qualified and acting Mayor of the Lessee and as such I am charged with the responsibility for executing the Lease. I am familiar with the facts herein certified, and I am duly authorized to execute and deliver this certificate on behalf of the Lessee.
2. The Lessee has not been notified by the Internal Revenue Service of any listing or proposed listing of its disqualification as an issuer whose certification of its reasonable expectations as to future events on the date of issue of the Lease may not be relied upon by holders of obligations of the Lessee because it made a previous certification which contained a material misrepresentation.
3. The Lease is being issued for the purpose of acquiring the Equipment described in the Lease for use by the Lessee, a governmental use within the meaning of the Code, and is therefore not a private activity bond as such term is defined in the Code. The use of the Equipment by any person other than a governmental unit (including any activity carried on by a person other than a natural person) shall not exceed ten percent (10%) of the total use thereof.
4. The total cost of the Equipment (including the expenses of issuing the Lease) to be financed pursuant to the Lease is \$873,096.00. The balance, if any, of the Equipment costs will be provided by the Lessee from its own funds. The amount which the Lessee expects to receive pursuant to the Lease does not exceed the amount required for the aforementioned purpose.

5. The Lessor will acquire the Equipment from a vendor and will thereupon lease the Equipment to the Lessee pursuant to the Lease. The acquisition of the Equipment will not require any construction.

6. The Lessee reasonably expects that on the Closing Date the funds needed to acquire the Equipment will be disbursed by the Lessor pursuant to the Lease, and the Lease will thereupon constitute the obligation of the Lessee to repay said funds. The total amount of advances by the Lessor shall not exceed \$873,096.00.

7. The Lessee does not expect the Equipment to be sold or otherwise disposed of, in whole or in part, or for any transaction or series of transactions to occur prior to the termination of the Lease which would enable the Lessee to allow the Lease to remain in force longer than would otherwise be necessary.

8. The Lessee reasonably expects that there will be no investment of money received by Lessee pursuant to the Lease and consequently no investment or reinvestment income therefrom.

9. The Lessee reasonably expects that no separate fund of the Lessee will be used to pay the Principal and Interest Components of the Rental Payments on the Lease.

10. The Lessee is a governmental unit or owned by a government unit with general taxing powers; no obligation of the Lessee pursuant to the Lease (the "Obligation") is a private activity bond (as defined in the Code); and ninety-five percent (95%) or more of the net proceeds of the Obligations are to be used for local governmental activities of the Lessee.

11. (a) The Lessee covenants and certifies to and for the benefit of the owners of the Obligations that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Obligations, including amounts treated as proceeds, if any, which will cause the Obligations to be classified as arbitrage bonds within the meaning of Section 148 of the Code, as amended, supplemented or superseded, and any regulations as such may be applicable to the obligations, at the time of such action, investment or use.

(b) (i) The Lessee hereby determines and represents that no rebate relating to the Obligations will be required to be made under the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Obligations, then the Lessee shall take all actions necessary in order to comply with the requirements of Subsection 148(f) of the Code ("Subsection 148(f)") in order that none of the Obligations shall be treated as an arbitrage bonds pursuant to Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States in accordance with and within the time limits prescribed in, the making of any and all calculations, computations and filings required pursuant to, and the maintenance of all such records as may be required pursuant to Subsection 148(f) and the Regulations, thereunder.

(ii) In the event it is determined that a rebate is required to the United States to avoid the Obligations being treated as arbitrage bonds under Subsection 148(f), then, in

order to assure that there will be funds available to make any payments required pursuant to Subsection 148(f), the Lessee shall establish a separate and special account of the Lessee (to be designated the Rebate Account) into which the Lessee shall deposit: on or before the 30th day following each bond year (as hereinafter defined), (A) an amount equal to the excess of all earnings on all non-purpose investments (within the meaning of Subsection 148(f)) over the amount which would have been earned if such non-purpose investments had been invested at a rate equal to the yield (computed in accordance with Subsection 148(f)) on the Obligations which amounts shall be credited to a fund designated the Excess Income Fund; and (B) all amounts earned on amounts in the Rebate Account, which amounts shall be credited to a fund designated as the Rebate Account Earning Fund. Amounts in the Rebate Account shall be used solely and only to make payments of rebates to the United States as required pursuant to Subsection 148(f), provided that, if at any time the amount in the Rebate Account exceeds the amount which, together with all amounts previously paid to the United States with respect to the Obligations pursuant to Subsection 148(f), will equal the amount which would be required to be rebated to the United States as a result of earnings on non-purpose investments received during the period beginning on the date of delivery of the Obligations and ending on the date of computation, the Lessee may, in its discretion, withdraw such excess from the Rebate Account and apply such monies to the rental payments due under the Lease or, if all payments due on the Obligations shall have been paid in full, and all rebates to the United States payable pursuant to Subsection 148(f) shall have been paid in full, the Lessee may use the amount withdrawn for any purpose permitted under the applicable laws of the State of Mississippi.

(iii) As used above, the term "Bond Year" shall mean the one-year period beginning on the date of delivery of the Obligations and each succeeding one-year period beginning on the day succeeding the immediately preceding Bond Year, or shall have such other meaning based on facts and circumstances relating to the Obligations as shall be specified in the Subsection 148(f) Regulations.

(c) The Lessee shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Obligations to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Lessee shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Obligations in a manner or for a price which would cause any of the obligations to be or become an arbitrage bond, within the meaning of Section 148 of the Code and the regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "market price."

(e) In connection with the delivery of the Obligations, the Lessee has not and will not engage in any transaction or series of transactions that attempts to circumvent the provisions of section 148 of the Code and the Treasury Regulations issued thereunder or applicable thereto (a) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to

gain a material financial advantage, and (b) increasing the burden on the market for exempt obligations, including, without limitation, the delivery of obligations in the nature of the Obligations that would not otherwise be sold, the incurring of more obligations in the nature of the Obligations than would otherwise be necessary, or the incurring of such obligations sooner, or allowing them to remain outstanding longer, than would otherwise be necessary.

12. (a) The Obligation(s) are not private activity bonds within the meaning of Section 141 of the Code.

(b) No more than 10% of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person) carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(c) No more than 10% of any property with respect to which all or any part of the proceeds of the Obligation(s) will be used, directly or indirectly, in a trade or business (within the meaning of Section 141 of the Code and including any activity carried on by any person other than a natural person), other than a governmental unit (within the meaning of Section 141 of the Code and specifically excluding the United States of America or any agency or instrumentality thereof).

(d) None of the proceeds of the Obligation(s) will be used for any private business use (within the meaning of Section 141 of the Code) which is not related to a governmental use (within the meaning of Section 141 of the Code) of such proceeds.

(e) The amount of proceeds of the Obligation(s) used with respect to any private business use which is related to a governmental use of such proceeds will not exceed the amount of proceeds of the Obligation(s) which are to be used for the governmental use to which such private business use relates.

(f) None of the proceeds of the Obligation(s) will be used to make or finance loans for persons other than governmental units.

(g) In no event will the payment of the principal of or the interest on more than 10% of the proceeds of the Obligation(s) be (under the terms of the Lease or any underlying arrangement) directly or indirectly secured (within the meaning of Section 141 of the Code) by any interest in property used or to be used in a private business use or payments in respect to such property or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business use. No party (other than a governmental unit) which shall use all or any part of the property acquired pursuant to the Lease shall make any payments to the Lessee which are in any way related to any property acquired pursuant to the Lease or in any other way related thereto, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of the principal or interest portion of the Rental Payments under the Lease payable during such year, unless the Lessee shall have received an opinion of nationally recognized bond counsel to the effect that receipt of such

payments will not adversely affect the exclusion of interest on the Lease from gross income for federal income tax purposes.

13. The Lessee covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Lessee, which (1) were or are to be sold at substantially the same time as the Obligation(s), (2) was or is to be sold at substantially the same interest rate as the Interest Component of the Rental Payments, (3) was or is to be sold pursuant to a common plan of marketing as the marketing plan for the Obligation(s), and (4) is payable directly or indirectly by the Lessee or from the source from which the Obligation(s) is payable. The Lessee covenants and certifies that there are no additional facts or circumstances which may further evidence that the Obligation(s) is part of any other issue of obligations.

14. The Lessee covenants and certifies that no payment of principal of or interest on the Obligation(s) is or will be guaranteed (in whole or in part, directly or indirectly) by the United States, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States. The Lessee represents, warrants and covenants that none of the proceeds of the Obligation(s) will be: (a) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States, or (b) invested (directly or indirectly) in any deposit or account which is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration or any similar federally chartered corporation, other than: (i) the investment of the proceeds of the Obligations for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Obligations are being issued; (ii) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (iii) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (iv) investments in notes issued by the United States Treasury; (v) or other investments permitted under regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

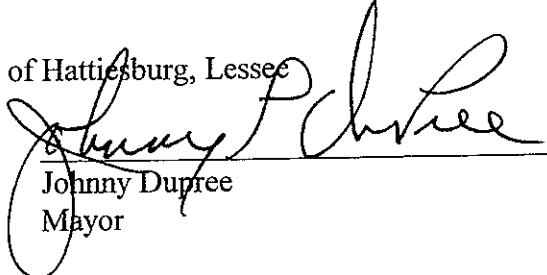
15. The Lessee covenants and certifies that, notwithstanding any provision of this Certificate or the rights of the Lessee hereunder, the Lessee will not take or permit to be taken on its behalf any action which would impair the exemption of interest on the Obligation(s) from federal income taxation, and it will take such reasonable action as may be necessary to continue such exemption, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exemption.

All representations, warranties and covenants contained in the Lease are true and correct as of the date of this Certificate.

Dated as of the 17th day of July, 2012

City of Hattiesburg, Lessee

By:


Johnny Dupree

Its:

Mayor

ATTEST:

By:

Its:

(SEAL)

Form **8038-G**

(Rev. September 2011)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

If Amended Return, check here ☐**Part I Reporting Authority**

1 Issuer's name CITY OF HATTIESBURG		2 Issuer's employer identification number (EIN) 646000432
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 200 FORREST STREET	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code HATTIESBURG, MS 39401		7 Date of issue 07-17-2012
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) JOHNNY L DUPREE, MAYOR		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18	873,096	00
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/17/2014	\$ 873,096	\$	2 years	1.49 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a**
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Connie Everett
Signature of issuer's authorized representative

7/17/12
Date

CONNIE EVERETT, CFO

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

EXHIBIT G

CERTIFICATE OF INSURANCE

See the attached Certificate of Insurance



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

July 17, 2012

Trustmark National Bank
Attn: Drew Siders, Assistant Vice President
PO Box 1071
Hattiesburg, MS 39403

RE: Insurance Coverage Requirements

To Whom It May Concern:

This is to advise that the City of Hattiesburg is self-insured with respect to insurance coverage for vehicles and other rolling stock. This includes 20 police patrol vehicles and certain installed equipment to be financed with lease proceeds from Trustmark National Bank.

If you have any questions concerning this statement, please feel free to contact me at 601-545-4680.

Sincerely,

Connie Everett
Chief Financial Officer



City of Hattiesburg, MS

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

Master

File Number: 2012-0950

File ID: 2012-0950

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Request for Cash and Summary Support Sheet No. 26- Wis-Pak.

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/245

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 26 in the amount of \$104,885.76 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 26

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 26 in the amount of \$104,885.76 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.							
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 2012-0950

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 26 in the amount of \$104,885.76 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 26 in the amount of \$104,885.76 for expenses related to CDBG Project #R-103-205-01-KED Wis-Pak.

Budget Information

\$104,885.76 Reimbursement

Expenditure Type

Purchasing Item

Publication Information

MEMO

DATE: June 28, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-01-KED
Wis-Pak
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Shows, Dearman, Waits

Invoice number 16927 in the amount of \$865.44
For Architect/Engineering expense
CDBG \$804.86 Match \$60.58

2. Shows, Dearman, Waits

Invoice number 16732 in the amount of \$5,094.36
For Architect/Engineering expense
CDBG \$2,115.44 Match \$2,978.92

3. Shows, Dearman, Waits

Invoice number 16688 in the amount of \$3,651.96
For Architect/Engineering expense
CDBG \$3,396.33 Match \$255.63

4. Plaas

Invoice number 2012-02 ret in the amount of \$105,988.31
For Construction expense
CDBG \$98,569.13 Match \$7,419.18

Also enclosed is "Request for Cash and Summary Support Sheet No. 26" in the amount of \$104,885.76 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. 26" and return it along with the supporting documentation for processing to our office at the following address:

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

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

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information

Applicant Name: City of Hattiesburg
Mailing Address: P.O. Box 1898
Street Address:
City, State Zip: Hattiesburg, MS 39403-1898
Telephone No.: 601-554-1014
Fax Number:
Email Address:

Bank Information

Electronic Transfer: 06550027
Bank Account: 4800189627
Bank Name: Trustmark National Bank
Address: P.O. Box 1071
City, State Zip: Hattiesburg, MS 39403-1071
Telephone No.: 601-469-3653

Section B: Project Information

Grant No.: R-103-06
Contract No.: R-103-2015-01-XED
Request No.: 26

FOR MDA USE ONLY

Vendor No.:

IDIS Vendor Number:

Approval for Payment

Signature _____
Date _____

Activity Numbers

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 56,651.00	\$ 46,651.00		\$ 10,000.00
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
3 Architectural/Engineering	\$ 199,811.00	\$ 193,494.37	\$ 6,316.63	\$ -
4 Contingency	\$ 127,427.00			\$ 127,427.00
5 Sewer & Water Improvements	\$ 2,267,866.00	\$ 2,141,110.04	\$ 98,569.13	\$ 28,186.83
6				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
Total:	\$ 2,661,755.00	\$ 2,391,255.41	\$ 104,885.76	\$ 165,613.83

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official _____

Date Signed _____

Debra Tompkins

Prepared By _____

6/28/2012
Date Prepared

Johnny Dupree, Mayor

Typed Name and Title of Authorized Official

601-638-7121

Preparer's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 26 Grant Number: R-103-06
 Period Cost - Beginning December 1, 2011 Ending Date: April 28, 2012 Contract Number: R-103-205-01-KED

1. Activity: <u>Administration</u>		(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Administration</u>				\$0.00
B. <u>Administration</u>				
C. <u>Administration</u>				
D. <u>Administration</u>				
Subtotal:			\$0.00	\$0.00

2. Activity: <u>Architect/Engineering</u>		(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Architect/Engineering</u>	<u>Shows, Dearman, Waits</u>	<u>16927</u>	<u>\$865.44</u>	<u>\$60.58</u>
B. <u>Architect/Engineering</u>	<u>Shows, Dearman, Waits</u>	<u>16688</u>	<u>\$3,651.96</u>	<u>\$255.63</u>
C. <u>Architect/Engineering</u>	<u>Shows, Dearman, Waits</u>	<u>16732</u>	<u>\$5,094.36</u>	<u>\$2,978.92</u>
D. _____				<u>\$0.00</u>
Subtotal:			\$9,611.76	\$3,295.13

3. Activity: <u>Sewer & Water Improvement</u>		(a)	(b)	Federal Share
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share
A. <u>Sewer & Water Improvement</u>	<u>Plaas</u>	<u>2012-02</u>	<u>\$105,988.31</u>	<u>\$7,419.18</u>
B. <u>Sewer & Water Improvement</u>				<u>\$0.00</u>
C. _____				
D. _____				
Subtotal:			\$105,988.31	\$7,419.18

Applicant City of Hattiesburg**Cash Summary Support Sheet**Request No: 26Grant Number: R-103-08

Page 2 of 2

Contract Number: R-103-205-01-KED**4. Activity:**

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

5. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

6. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Cumulative Match Expended To Date:

\$864,386.37 **GRAND TOTAL:**\$115,600.07 \$10,714.31 \$104,885.76

Cumulative Federal Expended To Date:

\$2,496,141.17

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.

I Hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

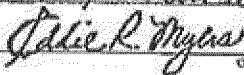
Contract Number: R-103-205-01-KED
Total Amount Requested: \$ 104,885.76

\$	2,496,141.17
\$	\$864,386.37
\$	165,613.83

WIS-PAK 8,746.32

Check Number 223759

Front Image

STATE OF MISSISSIPPI, CITY OF HATTIESBURG (MAYOR-COUNCIL) PO BOX 1898 HATTIESBURG, MS 39403			25-127942 BANK OF MISSISSIPPI HATTIESBURG, MISSISSIPPI	NO. 00223759
2099		DATE 05/31/12	AMOUNT \$****64,321.72	
PAY SIXTY FOUR THOUSAND THREE HUNDRED TWENTY ONE AND 72/100 *****				
TO THE ORDER OF	SHOWS DEARMAN & WAITS INC 301 SECOND AVE PO BOX 1711 HATTIESBURG MS 39403-1711			
				  CITY CLERK
⑈00223759⑈ ⑆084201278⑆72106610⑈				

Back Image

065303784<06/07/2012 05
0841516300 1906219141
0841516300 1906219141

PAY TO THE ORDER OF
GREAT SOUTHERN NATIONAL BANK
FOR DEPOSIT ONLY
SHOWS DEARMAN & WAITS INC
1008210141

[Back](#)

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
 (MAYOR-COUNCIL)
 PO BOX 1898
 HATTIESBURG, MS 39403

WIS-PAK

8,746.32

Stub 1 of 1
 Check Date: 05/31/12

NO. 00223759

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
16904	05/03/12	00124132	00001	11005712	230.00
16903	05/03/12	00124133	00001	11005713	170.00
16902	05/03/12	00124134	00001	11005714	4,362.50
16899	05/03/12	00124389	00072	11000329	2,635.00
16919	05/03/12	00124395	00072	11000330	5,775.00
16633	10/27/11	00124422	00072	11000331	12,750.00
16729	01/05/12	00124423	00072	11000332	3,975.00
16697	12/01/12	00124424	00072	11000333	11,137.50
16921	05/03/12	00124421	00072	11000343	14,540.40
16688	12/01/11	00124426	00075	11000102	3,651.96
16732	01/05/12	00124427	00075	11000103	5,094.36
					64,321.72

2099 SHOWS DEARMAN & WAITS INC

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

STATE OF MISSISSIPPI, CITY OF HATTIESBURG

05-127/842

(MAYOR-COUNCIL)

BANCORPSOUTH

PO BOX 1898

HATTIESBURG, MISSISSIPPI

HATTIESBURG, MS 39403



NO. 00223759

2099

DATE
05/31/12

AMOUNT
\$****64,321.72

PAY SIXTY FOUR THOUSAND THREE HUNDRED TWENTY ONE AND 72/100 *****

TO SHOWS DEARMAN & WAITS INC
 THE 301 SECOND AVE
 ORDER PO BOX 1711
 OF HATTIESBURG MS 39403-1711

Johnny L. DePue MAYOR
Edie R. Myers CITY CLERK

⑈00223759⑈ ⑈084201278⑈72106610⑈

CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 54-6000432
POINT OF CONTACT:

Page 1
Date 05/25/12
PO No. 124426
Reg No. 12409

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON
MINUTE BOOK # 2009-1/504-527 (601) 545-4640
VENDOR # 00002099

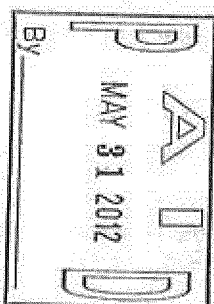
SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: PROJECT PHOENIX, SOUTH LAGOON AERATORS, WISPAK
Account #
075695.7220.46

10/1/11
CONSTRUCTION MGMT
Project: 1247.001
Project Phoenix, South Lagoon Aerators, Wispak
Period: 10/23/11 - 11/26/11
Invoice 16588

QTY	UNIT	UNIT COST	TOTAL COST
1.00	EA	3,651.9600	3,651.96

PROCESSING CODE: RIP
SEND METHOD 0



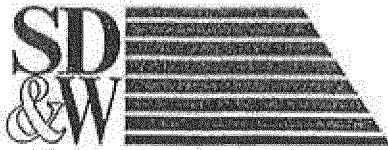
SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.
TOTAL CONTRACT AMOUNT NOT TO EXCEED

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

3,651.96
EDDIE R. MYERS
CITY CLERK

OK 134508



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

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

December 01, 2011
Project No: 1247.001
Invoice No: 16688

Manager: Kyle Wallace
Project: 1247.001 Project Phoenix - KCDBG
Professional Services for the Period: October 23, 2011 to November 26, 2011

Phase: CM Construction Management
Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	41.00	25.00	1,025.00	
Design Engineer				
Wallace, Kyle	4.00	48.08	192.32	
Totals	45.00		1,217.32	
Total Labor		3.0 times	1,217.32	3,651.96
		TOTAL		\$3,651.96
				\$3,651.96

3396.33

255.63

ENTERED

APPROVED FOR PAYMENT

DATE: 5/25/12

SIGNATURE: [Signature]

075695.7220.46
2009-1/504-527

ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

THE CITY OF HATTIESBURG
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page
Date

05/25/12

VENDOR MAILING:
SHONS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON
MINUTE BOOK # 2009-1/504-527 (601) 5454640
VENDOR # 00002099

PO No.
Req No.

124427
114510

SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: PROJECT PHOENIX, SOUTH LAGOON AERATORS, WISPAK

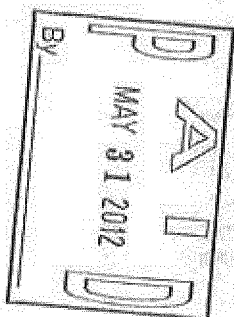
PROCESSING CODE: RIP
SEND METHOD 0

Account # 075595.7220.46

11/5/12
Description
CONSTRUCTION MGMT
Project: 1247.001
Project Phoenix, South Lagoon Aerators, Wispak
Period: 11/27/11 - 12/31/11
Invoice 16732

QTY
1.00

UNIT COST
5,094.3600
TOTAL COST
5,094.36



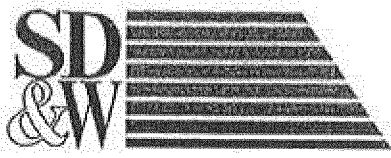
SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

TOTAL CONTRACT AMOUNT NOT TO EXCEED
THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

5,094.36
EDDIE R. MYERS
CITY CLERK

OR 134510



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

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

January 05, 2012
Project No: 1247.001
Invoice No: 16732

Manager Kyle Wallace
Project 1247.001 Project Phoenix - KCDBG
Professional Services for the Period: November 27, 2011 to December 31, 2011

Phase CM Construction Management
Professional Personnel

	Hours	Rate	Amount	
Construction Observer				
Tingle, William	41.00	25.00	1,025.00	
Design Engineer				
Connolly, Nicholas	5.00	48.08	240.40	
Wallace, Kyle	9.00	48.08	432.72	
Totals	55.00		1,698.12	
Total Labor		3.0 times	1,698.12	5,094.36
			TOTAL	\$5,094.36
				\$5,094.36

2115.44
cbb 8

2978.92
Notch

ENTERED

APPROVED FOR PAYMENT
DATE 5/25/12
SIGNATURE [Signature]

075695.7220.46
2009-1/504-527

WIS-PAK #865.44

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 05/11/12

NO. 00223382

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
16939	05/07/12	00123975	00001	11005578	525.00
16920	05/03/12	00123978	00072	11000301	2,600.00
16900	05/03/12	00123982	00072	11000305	5,167.14
16941	05/07/12	00123976	00075	11000096	300.00
16927	05/07/12	00123974	00075	11000097	865.44
16922	05/03/12	00123977	00075	11000098	1,353.87
16915	05/03/12	00123979	00099	11000061	7,770.00
16914	05/03/12	00123980	00099	11000062	12,230.00
16913	05/03/12	00123981	00099	11000063	13,025.00
					43,836.45

2099 SHOWS DEARMAN & WAITS INC

STATE OF MISSISSIPPI, CITY OF HATTIESBURG

(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403



85-177/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00223382

2099 DATE 05/11/12 AMOUNT \$****43,836.45

PAY FORTY THREE THOUSAND EIGHT HUNDRED THIRTY SIX AND 45/100 *****

TO SHOWS DEARMAN & WAITS INC
THE 301 SECOND AVE
ORDER PO BOX 1711
OF HATTIESBURG MS 39403-1711

Johnny L. DePree MAYOR
Julie R. Myers CITY CLERK

00223382 084201278 72106610

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 05/09/12
PO No. 123974
Ref No. 123975

VENDOR MAILING:
SHOWS DEARMAN E. WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2009-1/504-527
STATE CONTRACT# CDBG PROJECT PHOENIX
VENDOR # 00002099

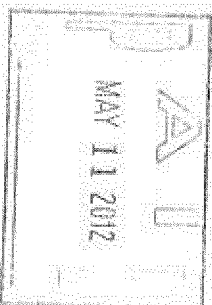
SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: SOUTH LAGOON AERATORS - W/S-PAK

Account #	Description	QTY	UNIT	UNIT COST	TOTAL COST
075695.7220.46	CONSTRUCTION MGMT	1.00	EA	865.4400	865.44

PROJECT: 1247.001
PROJECT PHOENIX, SOUTH LAGOON AERATORS
MAY 7, 2012
INVOICE 16927

PROCESSING CODE: AIP
SEND METHOD 0



TOTAL CONTRACT AMOUNT NOT TO EXCEED

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

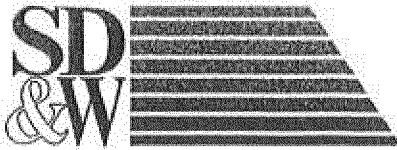
THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4886.

EDDIE R. MYERS
CITY CLERK

865.44

OK 133975



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

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

May 07, 2012
Project No: 1247.001
Invoice No: 16927

Manager: Kyle Wallace
Project: 1247.001 Project Phoenix - KCDBG
Professional Services for the Period: March 26, 2012 to April 28, 2012

Phase: CM Construction Management
Professional Personnel

	Hours	Rate	Amount
Project Engineer			
Connolly, Nicholas	6.00	48.08	288.48
Totals	6.00		288.48
Total Labor		3.0 times	288.48
			865.44
TOTAL			\$865.44

\$865.44

Outstanding Invoices

Number	Date	Balance
16613	9/29/2011	.68
16688	12/1/2011	3,651.96
16732	1/5/2012	5,094.36
Total		8,747.00

Total Now Due \$9,612.44

ENTERED

APPROVED FOR PAYMENT

DATE 5-7-12

SIGNATURE *[Signature]*

015695. 7220.46

MB 2009-1/504-527

Check Number 5742

WIS-PAK \$105,988.31

Front Image

STATE OF MISSISSIPPI, CITY OF HATTIESBURG (MAYOR-COUNCIL) PO BOX 1808 HATTIESBURG MS 39406-1808		85-127842 BANCORPSOUTH HATTIESBURG MISSISSIPPI	NO. 09- 005742 Replaces Chk 221469B
		DATE 06/12/12	AMOUNT \$ 105,988.31
PAY ONE HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-EIGHT AND 31/100 DOLLARS			
TO THE ORDER OF		PAYABLE FROM	
NORTHERN ESCROW INC FBO PLAAS INC 1276 S ROBERT ST WEST ST PAUL MN 55118-2446		CITY OF HATTIESBURG CLAIMS FUND #801	
31879A-RR		  MAYOR CITY CLERK	
⑈005742⑈ ⑆08420127842⑈72106610⑈			

Back Image

FEDERAL RESERVE BANK REGULATION CC PAY TO THE ORDER OF NORTHERN ESCROW INC FBO PLAAS INC 1276 S ROBERT ST WEST ST PAUL MN 55118-2446 Amount of \$105,988.31	DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE	DEPOSITED FOR ORDER OF ASSOCIATED BANK FOR DEPOSIT ONLY TO THE ACCOUNT OF THE WITHIN NAMED PAYEE
--	---	--

Back

 RECEIVED
 JUN 21 2012
BY: 2pm

E OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG MS 39403-1898

WIS-PAK

CHECK DATE: 06/12/12

NO. 03- 005742

DESCRIPTION	PO/ATF #	FUND #	CLAIM #	AMOUNT PAID
PARTIAL RETAINAGE #2012-02	121661			105,988.31
			TOTAL	\$105,988.31

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG MS 39403-1898

85-127/842
BANCORPSOUTH
HATTIESBURG MISSISSIPPI

NO. 03- 005742

Replaces Chk
221469B

DATE
06/12/12

AMOUNT
\$ 105,988.31

PAY ONE HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-EIGHT AND 31/100 DOLLARS

TO THE ORDER OF

PAYABLE FROM

NORTHERN ESCROW INC FBO PLAAS INC
1276 S ROBERT ST
WEST ST PAUL MN 55118-2446

CITY OF HATTIESBURG
CLAIMS FUND #801


MAYOR


CITY CLERK

⑈005742⑈ ⑆084201278⑆ 72106610⑈

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG MS 39403-1898
FAX INVOICE TO: 601.564.4895

CITY OF HATTIESBURG
H U R C L A S S I F I E D
THE CITY IS NOT LIABLE FOR SALES TAX ID# 61-6004412

POINT OF CONTACT:

Page 1
Date 02/13/12
Reg No. 121652
124784

VENDOR MAILING:
NORTHERN ESCROW INC PRO PLANS INC
1216 S ROBERT ST
WEST ST PAUL MN 55118-2446

WATTS, SHARON
MINUTE BOOK # 2010-5/191-192
VENDOR # 00089772

SHIP TO:
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET, CENTENNIAL BLDG
HATTIESBURG MS 39401

PROJECT LINE: SOUTH LAGOON YEAST CELL DIFFUSED AERATION IMPROVEMENTS

W15-PK

PROCESSING CODE: RFP

SEND METHOD: 0

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

075695.7220.46

1.00

SR

56,871.65

56,871.65

CHECK# 35543

CLAIM#

075695.7220.46

1.00

EA

42,035.21

42,035.21

PAY EST 1.1
PROJECT: SOUTH LAGOON YEAST CELL DIFFUSED AERATION IMPROVEMENTS
PAY APPLICATION 11
PERIOD TO 12/29/11
INVOICE NO. 11-011-124
Est #11 & Est #12

PERUS 11/14/11
SOUTH LAGOON
10,506.88

075695.7220.46

1.00

EA

135,988.31

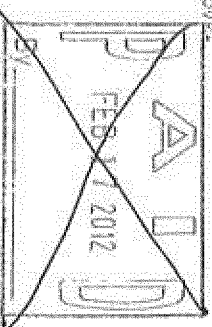
135,988.31

CHECK# 3-5742
replaced check
CLAIM# 234698

RETAINAGE
PROJECT: SOUTH LAGOON YEAST CELL DIFFUSED AERATION IMPROVEMENTS
PAY APPLICATION - RETAINAGE 2012-02
PERIOD TO 1/13/12
INVOICE NO. RETAINAGE-2012-02

RETAINAGE -
SOUTH LAGOON
135,988.31

TOTAL CONTRACT AMOUNT NOT TO EXCEED
Partial retainage # 2012-02



SUBMIT SEPARATE INVOICES FOR
FACH ORDER PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 564-4895

235,495.19

EDDIE E. MYERS
CITY CLERK

per Bert Kuykendall
on 6/12/12, release
\$105,988.31 of retainage.
30,000.00 to be
retained
until accounts
are working

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG MS 39403-1898

W/S-PAR

CHECK DATE: 02/16/12

NO. 03- 005544

DESCRIPTION	PO/ATF #	FUND #	CLAIM #	AMOUNT PAID
RETAINAGE-SO LAGOON	121661			
RETAINAGE			11000066	135,988.31
			TOTAL	\$135,988.31

THIS DOCUMENT CONTAINS SECURITY FEATURES. SEE BACK FOR DETAILS.

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG MS 39403-1898

85-127/842

BANCORPSOUTH
HATTIESBURG MISSISSIPPI

NO. 03- 005544

Replaces Chk

221469B

AMOUNT

DATE

02/16/12 \$ 135,988.31

PAY ONE HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED EIGHTY-EIGHT AND 31/100 DOLLARS

TO THE ORDER OF

PAYABLE FROM

NORTHERN ESCROW INC FBO PLAAS INC
1276 S ROBERT ST
WEST ST PAUL MN 55118-2446

CITY OF HATTIESBURG
CLAIMS FUND #801

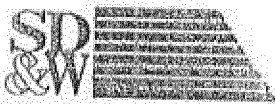

MAYOR

CITY CLERK

⑈005544⑈ ⑆084201278⑆72106610⑈

replace with checks in the
amounts of

\$105,988.31 see check 3-5742
\$ 30,000.00



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-0601
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., P.L.S.
MICHAEL T. WAITS, P.E., P.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
GHEA E. MCNEASE, P.E.
JOHN T. WEEKS, P.E.
BENJIE J. BELLERD, P.E., P.L.S.

PAUL J. SHOWS (1998)

OK 131384

February 9, 2012

City of Hattiesburg
P O Box 1898
Hattiesburg MS 39403-1898

Attn: Mr. Bert Kuyrkendall

RE: South Lagoon Yeast Cell
Diffused Aeration Improvements
City of Hattiesburg

V# 89772

Dear Mr. Kuyrkendall:

Please find enclosed the following pay estimates for the above referenced project:

- ~~• Pay Estimate No. 11 in the amount of \$56,871.65~~
- ~~• Pay Estimate No. 12 in the amount of \$42,635.23~~
- Retainage in the amount of \$135,988.31

check #1 221469B 105,988.31
check #2 221469C 30,000.00

Please do not hesitate to contact our office should you have questions and/or comments.

Sincerely,

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/nd

Enclosure(s)

075695. 7220.46
2010-5/191-192



APPROVED FOR PAYMENT

DATE 2-10-12

SIGNATURE [Signature]

Job No. 1507W-7053
KCOBG Project Number R-109-2015-01-KED

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Hattiesburg
P.O. Box 1808
Hattiesburg, MS 39400

FROM CONTRACTOR:
Preston Incorporated
1402 Highway 45
Wiggins, MS 39377

CONTRACT FOR \$2,651,947.00

PROJECT:
South Lagoon Yield Out
Limited Aeration by provisions

VIA ENGINEER:
Shreve, Dorman & Wells, Inc.
301 Second Avenue, P.O. Box 1711
Hattiesburg, MS 39402-1711

ALA DOCUMENT 6702 (Instructions on reverse side)

Invoice No. 2012-01-02
Invoice Date January 13, 2012

APPLICATION NO. R-109-2015-01-KED
PERIOD TO: January 13, 2012

CONTRACT DATE:
October 18, 2010

Page One of Two
Distribution to:
☐ OWNER
☐ ENGINEER
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract Confirmation Sheet, ALA Document 6702, as attached.

1. ORIGINAL CONTRACT SUM	\$	2,651,947.00
2. Net change by Change Orders	\$	94,818.13
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,746,765.13
4. TOTAL COMPLETED & STORED TO DATE (Column 3 on 6702)	\$	2,746,765.13
5. RETAINAGE		
a. 5.0% of Completed Work	\$	
b. 5% of Stored Material	\$	
(Column 5 on 6702)		
Total Retainage (Line 5a + 5b or Total in Column 1 of 6702)	\$	0.00

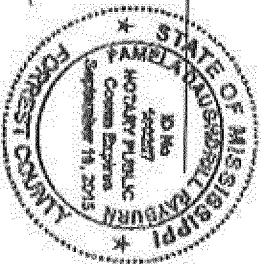
6. TOTAL EARNED LESS RETAINAGE	\$	2,746,765.13
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,600,077.85
8. CURRENT PAYMENT DUE	\$	137,209.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in Change Orders by Owner	\$0.00	\$0.00
Total approved by Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

ALA DOCUMENT 6702 APPLICATION AND CERTIFICATE FOR PAYMENT 1986 EDITION
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005-5002

The undersigned Contractor certifies that to the best of his knowledge, belief, and belief of the work
shown by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts
herein have been paid by the Owner for the work for which previous Certificates for Payment were issued and Payment received
from the Owner, and that no other payment should be made.

CONTRACTOR:
Preston Incorporated
By: *Paul J. Preston* Date: 1/13/2012
Paul J. Preston, Southern Construction manager
County of Spalding
Subscribed and sworn to before
me this 13th day of January 2012
Notary Public *Carolea D. Hughes*



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the facts submitted and the data accompanying this application, the
Engineer certifies that the work shown by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts
herein have been paid by the Owner for the work for which previous Certificates for Payment were issued and Payment received
from the Owner, and that no other payment should be made.

AMOUNT CERTIFIED \$ 137,209.31
(Attach separately a check or other payment from the amount applied for, unless all figures on this
application are of the Contractor's Sheet that are changed to conform to the amount certified.)
By: *Paul J. Preston* Date: 1/13/2012
This Certificate is not negotiable.
The amount certified is payable only to the Contractor named
herein. Signature, payment and acceptance of payment are without prejudice to any rights of the Owner
or Contractor under the Contract.

Payment to be broken
down into two amounts
per Bert Kaykendall
\$105,988.31 release 6/12/12
\$30,000.00

CONTINUATION SHEET

AA DOCUMENT 6703

(Instructions on reverse side)

AA DOCUMENT 6703 APPLICATION AND CERTIFICATE FOR PAYMENT
Continuing Contractor's Payment Certificate is attached
in tabulation below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable payments for the same may apply.

Application No. 10-0744-7033
PERIOD TO 12/31/10
CONTRACT NO. 10-1534-05

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR S)	TOTAL COMPLETED AND STORED TO DATE (D+S)	% (C/C)	BALANCE TO FINISH (C-S)	RETAINAGE %
					FROM PREVIOUS APPLICATION (D + S)	THIS PERIOD					
1	Modification	1	USum \$ 21,700.00	\$ 21,700.00	\$21,700.00	0%	\$0.00	\$21,700.00	100%	\$0.00	\$1,064.00
2	Removal of existing awnings	1	USum \$ 24,304.00	\$ 24,304.00	\$24,304.00	0%	\$0.00	\$24,304.00	100%	\$0.00	\$1,214.00
3	Electrical Demolition	1	USum \$ 2,712.00	\$ 2,712.00	\$2,712.00	0%	\$0.00	\$2,712.00	100%	\$0.00	\$130.60
4	Oilfield Automation System	1	USum \$1,978,781.00	\$1,978,781.00	\$1,978,781.00	0%	\$0.00	\$1,978,781.00	100%	\$0.00	\$88,908.00
5	HOPE Mardian Piping workpiece steel at Building	1	USum \$ 225,568.00	\$ 225,568.00	\$225,568.00	0%	\$0.00	\$225,568.00	100%	\$0.00	\$11,258.40
6	Blower Builders	1	USum \$ 138,387.00	\$ 138,387.00	\$138,387.00	0%	\$0.00	\$138,387.00	100%	\$0.00	\$6,517.85
7	Installation of Blower	1	USum \$ 5,075.00	\$ 5,075.00	\$5,075.00	0%	\$0.00	\$5,075.00	100%	\$0.00	\$301.80
8	Discover Oxygen Probe and Apparatus	1	USum \$ 44,445.00	\$ 44,445.00	\$44,445.00	0%	\$0.00	\$44,445.00	100%	\$0.00	\$2,222.25
9	Electrical Primary	1	USum \$ 187,138.00	\$ 187,138.00	\$187,138.00	0%	\$0.00	\$187,138.00	100%	\$0.00	\$8,355.80
10	Cables	1	USum \$ 75,089.00	\$ 75,089.00	\$75,089.00	0%	\$0.00	\$75,089.00	100%	\$0.00	\$763.45
11	Change Order SS Pipe on Blower Building	1	USum \$ 94,818.19	\$ 94,818.19	\$94,818.19	0%	\$0.00	\$94,818.19	100%	\$0.00	\$4,740.91
			\$2,746,786.19	\$2,746,786.19	\$2,746,786.19	0%	\$0.00	\$2,746,786.19	83%	\$0.00	\$197,338.37

AA DOCUMENT 6703 APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1990 EDITION
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20005

Perkins, Tina

From: Waits, Sharon
Sent: Tuesday, June 12, 2012 12:45 PM
To: Perkins, Tina
Subject: FW: Retainage

Tina, FYI

Sharon Waits

Accountant
Engineering Department
City of Hattiesburg
601-545-4541

From: Kuyrkendall, Bert
Sent: Tuesday, June 12, 2012 12:33 PM
To: Waits, Sharon
Subject: RE: Retainage

Yes, please hold \$30,000 and release the rest of the retainage to Plaas.
Bert Kuyrkendall
Director of Engineering

From: Waits, Sharon
Sent: Tuesday, June 12, 2012 12:31 PM
To: Kuyrkendall, Bert
Subject: RE: Retainage

Bert, Please confirm our conversation to hold \$30,000.00 and pay the remainder of the retainage due to Plaas.

Sharon Waits

Accountant
Engineering Department
City of Hattiesburg
601-545-4541

From: Kuyrkendall, Bert
Sent: Monday, June 11, 2012 5:31 PM
To: Waits, Sharon
Subject: Retainage

Sharon, we need to pay Plaas a **portion** (75%) of the retainage check now and hold the remaining 25% for other repairs. Let's talk in the morning.

Bertran Kuyrkendall, PE, CNU-A, LEED Green Associate
Director of Engineering, City of Hattiesburg



City of Hattiesburg, MS

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

Master

File Number: 2012-0951

File ID: 2012-0951

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Request for Cash and Summary Support Sheet No. 2
for the Wastewater Treatment / USA Yeast Project.

Final Action: 07/17/2012

Minute Book Number: MB2012-1/246

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 2 in the amount of \$16,402.24 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 2

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 2 in the amount of \$16,402.24 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.							
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 2012-0951

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 2 in the amount of \$16,402.24 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 2 in the amount of \$16,402.24 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast and authorize manual check for same.

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

MEMO

DATE: June 21, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. HRG

Invoice number 011003-01-01 in the amount of \$16,402.24
For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 2" in the amount of \$16,402.24 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. 2" 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

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg Mailing Address: P.O. Box 1898 Street Address: City, State Zip: Hattiesburg, MS 39403-1898 Telephone No.: 601-554-1014 Fax Number: Email Address:			☐ Electronic Transfer 068330027 Bank Account: 4800189827 Bank Name: Trustmark National Bank Address: P.O. Box 1071 City, State Zip: Hattiesburg, MS 39403-1071 Telephone No.: 601-469-2663			Grant No.: R-103-06 Contract No.: R-103-205-03-KED Request No.: 2 FOR MDA USE ONLY Vendor No.: IDIS Voucher Number:		
Section C: Request Per Activity			From: May 1, 2012 Thru: To: May 31, 2012			Approval for Payment Signature: _____ Date: _____ Activity Numbers: _____		
Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance				
1 Administration	\$ 90,000.00	\$ 13,000.00		\$ 77,000.00				
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -				
3 Architect/Engineering	\$ 351,000.00		\$ 16,402.24	\$ 334,597.76				
4 Evaporator Module Equipment	\$ 4,549,000.00			\$ 4,549,000.00				
5				\$ -				
6				\$ -				
7				\$ -				
8				\$ -				
9				\$ -				
10				\$ -				
11				\$ -				
Total:	\$ 5,000,000.00	\$ 23,000.00	\$ 16,402.24	\$ 4,960,597.76				

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official: _____ Date Signed: _____ Johnny Dupree, Mayor Typed Name and Title of Authorized Official:	Debra Tompkins Prepared By: _____ Date Prepared: 6/21/2012 601-638-7121 Preparer's Telephone No.
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**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 2 Grant Number: R-103-06
 Period Cost - Beginning May 1, 2012 Ending Date: May 31, 2012 Contract Number: R-103-205-03-KED

1. Activity: Administration		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Administration					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			\$0.00	-	\$0.00

2. Activity: Architect/Engineering		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A. Architect/Engineering	HRG	011003-01-1	\$16,402.24		\$16,402.24
B.					\$0.00
C.					
D.					
Subtotal:			\$16,402.24	-	\$16,402.24

3. Activity:		(a)		(b)	
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$-	-	\$-

Cash Summary Support Sheet

Page 2 of 2

Applicant City of Hattiesburg

Request No: 2

Grant Number: R-103-06

Contract Number: R-103-205-03-KED

4. Activity: _____

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A. _____
B. _____
C. _____
D. _____

Subtotal:

\$0.00

\$0.00

\$0.00

5. Activity: _____

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A. _____
B. _____
C. _____
D. _____

Subtotal:

\$0.00

\$0.00

\$0.00

6. Activity: _____

Line Item

Vendor Name

Invoice #

(a) Invoice Amount

(b) Match Share

Federal Share

A. _____
B. _____
C. _____
D. _____

Subtotal:

\$0.00

\$0.00

\$0.00

Cumulative Match Expended To Date: _____

GRAND TOTAL:

\$16,402.24

-

\$

16,402.24

Cumulative Federal Expended To Date: _____

\$39,402.24

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Herby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPre, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Contract Number: R-103-205-03-KED
Total Amount Requested: \$ 16,402.24

Total Funds Request to Date:	\$	39,402.24
Amount of Other Funds Expended to Date:	\$0.00	
CDBG Project Balance	\$	4,980,597.76
Period of Projected Cash Needs - Beginning:	May 1, 2012	
	Thru	May 31, 2012



June 7, 2012

Project No: HR.11003.001

Invoice No: 011003-01-1

City of Hattiesburg
Attn: Bert Kuyrkendall, P.E.
PO Box 1898
Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from May 1, 2012 to May 31, 2012**Fee**

Total Fee	\$350,000.00		
Percent Complete	4.69	Total Earned	\$16,402.24
		Previous Fee Billing	\$0.00
		Current Fee Billing	\$16,402.24
		Total Fee	\$16,402.24

Total this Task Order \$16,402.24*(see the itemized invoice attached)***The following items of work were completed:**

1. Travel to Cedar Rapids, Iowa to review similar system & operation of the Evaporator
2. Review of technical specifications & contract documents

Certification

I, the undersigned, do hereby certify that the above invoice reflects a true and accurate accounting of the records of HRG, LLC and that the amount has not been paid or previously invoiced.

By: Michael W. GrayTitle: VICE PRESIDENT

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



June 7, 2012

Project No: HR.11003.001

Invoice No: 011003-01-1

City of Hattiesburg
 Attn: Bert Kuyrkendall, P.E.
 PO Box 1898
 Hattiesburg, MS 39403-1898

Project HR.11003.001 USA Yeast Pretreatment Facility

Professional Services from May 1, 2012 to May 31, 2012

Labor for Neel-Schaffer, Inc.

Mike Essary – Engineer Manager	4.0 hours @ \$156.31	\$625.24
Nathan Husman – Engineer Manager	35.0 hours @ \$153.70	\$5,379.50
Charles Pittman – Asst. Manager	12.0 hours @ \$136.71	\$1,640.52
Stan Keely – Engineering Manager	14.0 hours @ \$165.76	\$2,320.64
Total N-S labor		\$9,965.90

Reimbursables for Neel-Schaffer, Inc.

Travel (air fare, auto rental & parking fees)	\$5,508.07
Meals & Lodging	\$928.27
	\$6,436.34

Total this Invoice \$16,402.24

Billing Limits	Current	Prior	To-Date
Total Billings	\$16,402.24	\$0.00	\$16,402.24
Contract Amount			\$350,000.00
Fee Remaining			\$333,597.76

Federal Tax ID 45-2475863

(Please remit payment to: P. O. Box 22625, Jackson, MS 39225-2625)



City of Hattiesburg, MS

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

Master

File Number: 2012-0945

File ID: 2012-0945

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Accept FAA Grant offer for Airport Drainage & Improvements Project; authorize Mayor to execute four (4) originals of Grant Agreement.

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/246

Title:

Accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 26, 2012 for the Bobby L Chain Municipal Airport Drainage & Safety Improvements Project identified as Project Number 3-28-0031-019-2012 in the amount of \$750,000.00; authorize Mayor to execute four (4) originals of Grant Agreement.

Notes: 039551.7295.02

\$750,000.00 award for 2012 Fiscal Year
Award of grant acknowledged at MB 2012-1/124

Sponsors:

Enactment Date:

Attachments: Grant Agreement, Grant Terms & Conditions 2012, Executed grant agreement

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 26, 2012 for the Bobby L Chain Municipal Airport Drainage & Safety Improvements Project identified as Project Number 3-28-0031-019-2012 in the amount of \$750,000.00; authorize Mayor to execute four (4) originals of Grant Agreement.							
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 2012-0945

Title

Accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 26, 2012 for the Bobby L Chain Municipal Airport Drainage & Safety Improvements Project identified as Project Number 3-28-0031-019-2012 in the amount of \$750,000.00; authorize Mayor to execute four (4) originals of Grant Agreement.

Summary

Accept FAA Grant offer for Airport Drainage & Improvements Project; authorize Mayor to execute four (4) originals of Grant Agreement.

Budget Information

039551.7295.02

Expenditure Type

Grant

Purchasing Item

Publication Information



U. S. Department
of Transportation
**Federal Aviation
Administration**

GRANT AGREEMENT

Date of Offer: June 26, 2012

Project Number 3-28-0031-019-2012

RECIPIENT: CITY OF HATTIESBURG, MISSISSIPPI (Herein Called Sponsor)

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, 90 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Rehabilitate and improve airport drainage

as more particularly described in the Project Application dated May 28, 2012.

The maximum obligation of the United States payable under this Offer shall be \$750,000.00 for Fiscal Year 2012. The Fiscal Year 2013 obligation shall be established as specified in Special Condition A of this agreement; provided, however, that the total obligation shall not exceed \$807,852.00 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Manager, Airports District Office, Jackson, MS

SPECIAL CONDITIONS

- A. The maximum obligation for the current fiscal year stated in the second paragraph of this Agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in Section 47108(b) of the Act.

Under Section 47108 of the Act, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY 2013 pursuant to Section 47114 of said Act, and subject to the restrictions on the use of such apportionments now or hereafter imposed on FAA by statute now or hereafter enacted by any regulation. It is further understood by the parties that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use under Section 47114 of said Act to further aid the Sponsor in meeting the cost of this project under the terms of this agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by FAA when such computation

and obligation can be made in FY 2013. The parties agree that upon its issuance, this letter shall be considered incorporated by reference into, and part of, this Agreement.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012.

Executed this _____ day of _____, 20_____.

CITY OF HATTIESBURG, MISSISSIPPI

(Seal)

Attest

Signature of Sponsor's Designated Official Representative

Title

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Date (Date must be on or later than execution date above)



Terms and Conditions of Accepting Airport Improvement Program Grants

This document was compiled from multiple government source documents.

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the Sponsor accepts a Grant Offer from the FAA that references this document. The FAA may unilaterally amend the terms and conditions by notification in writing, and such amendment will only apply to grants accepted after notification.

I. DEFINITIONS

- A. Sponsor—An agency that is legally, financially, and otherwise able to assume and carry out the certifications, representations, warranties, assurances, covenants and other obligations required in this document and in the accepted Grant Agreement.
- B. Project—Work as identified in this grant Agreement.
- C. Primary Airport—A commercial service airport the Secretary of Transportation determines to have more than 10,000 passengers boarding each year.
- D. “this grant” – In this document the term “this grant” refers to the applicable grant agreement or grant agreements that incorporate(s) these Terms and Conditions as part of the grant agreement.

II. CERTIFICATIONS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with statutory and administrative requirements in carrying out a project under the AIP. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting this grant, the Sponsor certifies that each of the following items was or will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the Sponsor must fully explain in an attachment to the project application.

- A. **Sponsor Certification for Selection of Consultants.** General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), and Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.
 - 1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.
 - 2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.
 - 3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor’s independent cost estimate.

4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval was (will be) obtained from the FAA.
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts.
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement; and future work will not be initiated beyond five years.

B. **Sponsor Certification for Project Plans and Specifications.** AIP standards are generally described in Advisory Circulars 150/5100-6, Labor Requirements for the Airport Improvement Program; 150/5100-15, Civil Rights Requirements for the Airport Improvement Program; and 150/5100-16, Airport Grant Assurance One—General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports, as well as procurement/installation of equipment and facilities, is referenced in standard airport sponsor Grant Assurance 34 in this document.

1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements; so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specifications.
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications or otherwise identified to assure that no reimbursement will be made for the cost of the ineligible item(s).
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA, as well as incorporated into the specifications; and a safety/phasing plan has FAA's concurrence, if required.
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.

C. **Sponsor Certification for Equipment/Construction Contracts.** General standards for equipment and construction contracts within Federal grant programs are described in Title 49,

CFR, Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program; 150/5100-15, Civil Rights Requirements for the Airport Improvement Program; and 150/5100-16, Airport Grant Assurance One—General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

1. A code or standard of conduct is (will be) in effect governing the performance of the Sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.
3. Unless the FAA approved (has approved) otherwise, the procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.
4. The bid solicitation clearly and accurately describes (will describe):
 - a. The current Federal wage rate determination for all construction projects; and
 - b. All other requirements of the equipment and/or services to be provided.
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:
 - a. Only one qualified person/firm submits a responsive bid;
 - b. The contract is to be awarded to other than the lowest responsible bidder;
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder; or
 - a. Proposed contract prices are more than 10 percent over the Sponsor's cost estimate.
6. All contracts exceeding \$100,000 require (will require) the following provisions:
 - a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;
 - b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and
 - c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.
7. All construction contracts contain (will contain) provisions for:
 - a. Compliance with the Copeland "Anti-Kick Back" Act; and
 - b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam-era veterans and disabled veterans.
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:
 - a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and
 - b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

D. Sponsor Certification for Real Property Acquisition. General requirements on real property acquisition and relocation assistance are in Title 49, CFR, Part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. The Sponsor's attorney or other official has (will have) good and sufficient title and title evidence on property in the project.
2. If defects and/or encumbrances exist in the title that adversely impact the Sponsor's intended use of property in the project, they have been (will be) extinguished, modified, or subordinated.
3. If property for airport development is (will be) leased, the following conditions have been (will be) met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with this grant agreement.
4. Property in the project is (will be) in conformance with the current Exhibit "A" property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was (will be) obtained for the following:
 - a. The right of flight;
 - b. The right of ingress and egress to remove obstructions; and
 - c. The right to restrict the establishment of future obstructions.
7. Appraisals prepared by qualified real estate appraisers hired by the Sponsor include (will include) the following:
 - a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
 - b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections.
8. Each appraisal has been (will be) reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals and review appraisal are (will be) available to FAA for review.
9. A written offer to acquire each parcel was (will be) presented to the property owner for not less than the approved amount of just compensation.
10. Effort was (will be) made to acquire each property through the following negotiation procedures:
 - a. No coercive action was (will be) taken to induce agreement; and
 - b. Supporting documents for settlements are (will be) included in the project files.
11. If a negotiated settlement is not reached, the following procedures were (will be) used:
 - a. Condemnation was (will be) initiated and a court deposit not less than the just compensation was (will be) made prior to possession of the property; and
 - b. Supporting documents for awards were (will be) included in the project files.

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was (will be) established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were (will be) provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

E. Sponsor Certification for Construction Project Final Acceptance. General requirements for final acceptance and closeout of Federally funded construction projects are in Title 49, CFR, Part 18.50. The Sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of this grant Agreement and contract documents.

1. The personnel engaged in project administration, engineering supervision, construction inspection, and testing were (will be) determined to be qualified as well as competent to perform the work.
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:
 - a. Work in progress
 - b. Quality and quantity of materials delivered
 - c. Test locations and results
 - d. Instructions provided the contractor
 - e. Weather conditions
 - f. Equipment use
 - g. Labor requirements
 - h. Safety problems
 - i. Changes required.
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the Sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:
 - a. Payments are verified by the Sponsor's internal audit of contract records kept by the resident engineer; and
 - b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments; and a summary of pay reductions are made available to the FAA.
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.
9. A final project inspection was (will be) conducted with representatives of the Sponsor and the contractor, and project files contain (will contain) documentation of the final inspection.

10. Work in this grant agreement was (will be) physically completed, and corrective actions required as a result of the final inspection are completed to the satisfaction of the Sponsor.
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.
12. Applicable close out financial reports have been (will be) submitted to the FAA.

F. Sponsor Certification for Seismic Design and Construction. 49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the FAA. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
 - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601;
 - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795; and
 - c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

G. Sponsor Certification for Drug-Free Workplace. General requirements on the drug-free workplace within Federal grant programs are described in Title 49, CFR, Part 29 and the Drug-Free Workplace Act of 1988. Sponsors are required to certify they will provide, or will continue to provide, a drug-free workplace in accordance with the regulation.

1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.

4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition of employment under this grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
 - a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

III. GENERAL CONDITIONS

- A. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration under Title 49 U.S.C.
- B. Payment of the United States' share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The Sponsor shall carry out and complete the Project(s) without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to unilaterally terminate this grant if the Sponsor does not make at least one draw down of funds under their Letter of Credit or submit at least one written Request for Reimbursement, as applicable, in each twelve month period after grant acceptance.
- E. The Sponsor agrees to monitor progress on the work to be accomplished by this grant. For engineering services, the Sponsor agrees to make payment only for work that has been satisfactorily completed and that ten percent (10%) of the total value of the engineering services contract will not be paid to the Engineer until acceptable final project documentation is provided.
- F. The Sponsor agrees to submit final grant closeout documents to the FAA within 60 days after physical completion of the project(s), but no greater than four (4) years from the date of the grant, unless otherwise agreed to by the FAA.
- G. The FAA reserves the right to amend or withdraw this grant offer at any time prior to its acceptance by the Sponsor.
- H. This grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless this grant offer has been accepted by the Sponsor on or before 30 days after this grant offer but no later than September 30 of the federal fiscal year this grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- I. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in

any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- J. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this grant agreement.
- K. If, during the life of the project, the FAA determines that this grant amount exceeds the expected needs of the Sponsor by \$5,000 or five percent (5%), whichever is greater, this grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase this grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports or either by not more than fifteen percent (15%) of the original grant amount or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding for non-primary airports. FAA will advise the Sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in this grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the Sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and grant amount shall constitute an amendment to this Grant Agreement.
- L. If requested by the Sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the Sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- M. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this condition.

N. Central Contractor Registration and Universal Identifier Requirements

1. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- a. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- b. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

3. Definitions

For purposes of this award term:

- a. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
 - b. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. *Subaward*:
 - 1) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you award to an eligible subrecipient.
 - 2) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from you under this award; and
 - 2) Is accountable to you for the use of the Federal funds provided by the subaward.
 - 3) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- O. If this grant agreement includes pavement work that equals or exceeds \$250,000, the Sponsor will perform the following:
1. Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- a. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - b. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - c. Procedures for determining that testing laboratories meet the requirements of the American Society of Testing Materials standards on laboratory evaluation, referenced in the contract specifications (D3666, C1077).
 - d. Qualifications of engineering supervision and construction inspection personnel.
 - e. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - f. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, that the proper corrective actions, where necessary, are undertaken.
2. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or did not meet the applicable test standard. The report shall include the pay reductions applied and reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.
 3. Failure to provide a complete report as described in paragraph 2, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under this grant agreement.
 4. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor tests results are inaccurate.
- P. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform with the following provisions:

Pavement Maintenance Management Program

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

1. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement, and;
 - d. Year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

2. Inspection Schedule.

- a. **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available; i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.
 - b. **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.
3. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:
- a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

4. **Information Retrieval.** An airport Sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.
5. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

- Q. **Takeover of Instrument Landing System and Associated Equipment in Project.** If this grant includes an instrument landing system and associated equipment and the FAA has agreed to takeover the system and equipment, the Sponsor must check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach, or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR part 77 determines that to be acceptable, and mark and light the runway, as appropriate.
- R. **Airport-Owned Visual or Electronic NAVAIDS In Project.** If this grant includes a visual or electronic navigational aid, the Sponsor must provide for the continuous operation and maintenance of any navigational aid funded under the AIP during the useful life of the equipment and check the facility prior to its commissioning to assure it meets the operational standards. The Sponsor must also remove, relocate, or lower each obstruction on the approach or provide for the adequate lighting or marking of the obstruction if any aeronautical study conducted under FAR Part 77 determines that to be acceptable, and mark and light the runway, as appropriate. The FAA will not take over the ownership, operation, or maintenance of any sponsor-acquired equipment other than an AIP-funded instrument landing system and associated equipment where FAA agrees to take over the system and equipment.
- S. **Non-AIP Work in Application.** It is understood and agreed by and between the parties hereto that notwithstanding the fact that a Project Application may include therein the construction of work not included in this grant agreement project description, said work shall not be a part of this project and, if or to the extent accomplished by the Sponsor, such accomplishment shall be without any participation in the costs thereof by the United States under this project. It is further understood and agreed that, in the event the work which is excluded from the project is accomplished by the Sponsor, the Sponsor shall maintain as a portion of the cost records covering this project, separable cost records pertaining to the above-identified work excluded from Federal participation under this project, which records shall be made available for inspection and audit by the FAA to the end that the cost of the excluded work may be definitely determined.

It is further understood and agreed that the Sponsor will submit a Program Statement/cost estimate depicting the excluded costs or a cost estimate depicting only those costs eligible for Federal participation in this project.

- T. **Utility Relocation in Project.** It is understood and agreed by and between the parties hereto that the United States shall not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs. FAA participation will be limited to those utilities located on private right-of-way or utilities that exclusively serve the Airport.
- U. **Revenue from Real Property – Land in Project.** The Sponsor agrees that all net revenues produced from real property purchased in part with Federal funds in this grant shall be used on the airport for airport planning, development or operating expenses, except that all income from real property purchased for noise compatibility purposes or for future aeronautical use be used only to fund projects which would be eligible for grants under the Act. Income from noise or future use property may not be used for the Sponsor's matching share of any airport grant. Airport fiscal and accounting records shall clearly identify actual sources and uses of these funds.
- V. **Future Development Land.** If this grant includes acquisition of land for future development, the Sponsor agrees to implement within five years of such grant the airport development that requires this land acquisition, unless the FAA agrees to a different duration. Furthermore, the Sponsor agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within ten years for the purpose for which it was acquired, the Sponsor will refund the Federal share of acquisition cost or the current fair market value of the land, whichever is greater, unless the FAA agrees to a different duration.
- W. **Runway Protection Zones.** The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
1. **Existing Fee Title Interest in the Runway Protection Zone:** The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 2. **Existing Easement Interest in the Runway Protection Zone:** The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
 3. **Future Interest in the Runway Protection Zone:** The Sponsor agrees that it will acquire fee title or less-than-fee interest in the Runway Protection Zones that presently are not under its control under an agreed schedule with the FAA. Said interest shall provide the protection noted in above Subparagraphs 1 and 2.
- X. **Noise Projects on Privately Owned Property.** No payment shall be made under the terms of this grant agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by Assurance 5d of the *ASSURANCES Airport Sponsors*, and such agreement is determined to be satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:
1. The property owner shall subject the construction work on the project to such inspection and approval during the construction or installation of the noise compatibility measures and after completion of the measures as they may reasonably be requested by the Secretary or the Sponsor.
 2. The property owner shall assume the responsibility for maintenance and operation of the items installed, purchased, or constructed under this grant agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance and operation of these items.

3. If Federal funds for the noise compatibility measures are transferred by the Sponsor to the owner of the private property, or the owner's agent, the property owner shall agree to maintain and make available to the Secretary or the Sponsor, upon reasonable request, records disclosing the amount of funds received and the disposition of those funds.
 4. The property owner's right to sue the owner of the noise-impacting Airport for adverse noise impacts will be abrogated if the property owner deliberately or willfully acts to reduce or destroy the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation shall remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
- Y. **Update Approved Exhibit "A" For Land in Project.** It is understood and agreed by and between the parties hereto that notwithstanding the fact that this grant offer is made and accepted upon the basis of the current Exhibit "A" Property Map, the Sponsor hereby covenants and agrees that upon completion of an AIP funded land acquisition project, it will update said Exhibit "A" Property Map to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an eligible administrative cost for participation within the scope of this project.
- Z. **Friction Measuring Devices.** If this grant includes acquisition of friction measuring devices, the Sponsor assures that it will properly calibrate, operate, and maintain the friction measuring equipment in accordance with the manufacturer's guidelines and instructions and Advisory Circular 150/5320-12. The friction measuring equipment and tow vehicle (if applicable) shall not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities, such as training and calibration.
- AA. **Low Emission Systems.** If this grant includes low emission systems work, the Sponsor agrees to the following conditions under the Voluntary Airport Low Emission (VALE) program:
1. Vehicles and equipment purchased with assistance from this grant shall be maintained and used for their useful life at the airport for which they were purchased. Moreover, any vehicles or equipment replaced under this program shall not be transferred to another airport or location within the same or any other nonattainment or maintenance area. No airport-owned vehicles or equipment may be transferred to, taken to, or used at another airport without the consent of the FAA in consultation with the United States Environmental Protection Agency and State air quality agency.
 2. All vehicles and equipment purchased with assistance from this grant shall be clearly labeled using the VALE program emblem designed by the FAA.
 3. The Sponsor shall maintain annual reporting records of all vehicles and equipment purchased with assistance from this grant. These public records shall contain detailed information involving individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

The Sponsor certifies that it shall replace any disabled or seriously damaged vehicle or equipment purchased with assistance from this grant, at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions. The Sponsor assumes all financial responsibility for replacement costs. The Sponsor also certifies that it shall fulfill this replacement obligation, beyond the useful life of the affected vehicle or equipment, for the possible longer life of Airport Emission Reduction Credits that were granted to the Sponsor for this vehicle or equipment.

IV. ASSURANCES

The following FAA document titled *ASSURANCES Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions:

Assurances

Airport Sponsors

April 2012

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "Sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the Sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The Sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}

- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹

Executive Order 11990 - Protection of Wetlands

Executive Order 11998 – Flood Plain Management

Executive Order 12372 - Intergovernmental Review of Federal Programs

Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹

Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹

- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1,2}
- m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹. These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability. It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the Sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the Sponsor shall insert in the contract or document transferring or disposing of the Sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the Sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the Sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
 - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
 - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval. It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the Sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the Sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility

which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the Sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

- g. In the event the Sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the Sponsor under these provisions.
 - h. The Sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:
- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
 - b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.
24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.
25. **Airport Revenues.**
- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the Sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary,

would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the Sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The Sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the Sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue. .
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services. It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the Sponsor of the airport.

33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such

foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", dated (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).
38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.
39. **Competitive Access.**
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
 - b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

You can find FAA Advisory Circulars for AIP projects at the web site below under “Advisory Circulars (ACs)”.

<http://www.faa.gov/airports/southern/aip/>



U. S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

Date of Offer: June 26, 2012

Project Number 3-28-0031-019-2012

RECIPIENT: CITY OF HATTIESBURG, MISSISSIPPI (Herein Called Sponsor)

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, 90 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Rehabilitate and improve airport drainage

as more particularly described in the Project Application dated May 28, 2012.

The maximum obligation of the United States payable under this Offer shall be \$750,000.00 for Fiscal Year 2012. The Fiscal Year 2013 obligation shall be established as specified in Special Condition A of this agreement; provided, however, that the total obligation shall not exceed \$807,852.00 for airport development.

This offer is made in accordance with and for the purpose of carrying out the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 of the United States Code, constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Manager, Airports District Office, Jackson, MS

SPECIAL CONDITIONS

- A. The maximum obligation for the current fiscal year stated in the second paragraph of this Agreement may be increased by the additional amounts, if any, added by the document issued under the subparagraph below, but may not exceed the United States' share of the total estimated cost of completion, except as provided in Section 47108(b) of the Act.

Under Section 47108 of the Act, as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount to this project for FY 2013 pursuant to Section 47114 of said Act, and subject to the restrictions on the use of such apportionments now or hereafter imposed on FAA by statute now or hereafter enacted by any regulation. It is further understood by the parties that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use under Section 47114 of said Act to further aid the Sponsor in meeting the cost of this project under the terms of this agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by FAA when such computation

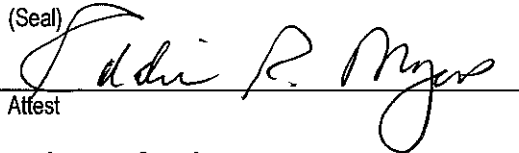
and obligation can be made in FY 2013. The parties agree that upon its issuance, this letter shall be considered incorporated by reference into, and part of, this Agreement.

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated April 13, 2012.

Executed this 17 day of July, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

(Seal)

Attest

City Clerk
Title

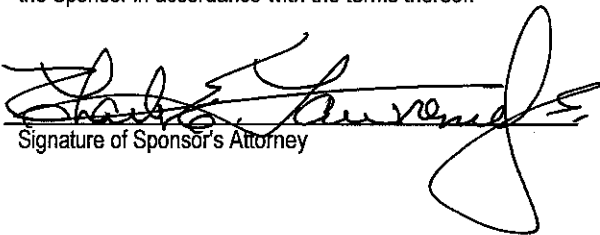

Signature of Sponsor's Designated Official Representative

Mayor
Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Charles E. Lawrence, Jr., acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the applicable provisions of the Federal Aviation Act of 1958, as amended, codified at Title 49 of the United States Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.


Signature of Sponsor's Attorney

July 18, 2012

Date (Date must be on or later than execution date above)



City of Hattiesburg, MS

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

Master

File Number: 2012-0936

File ID: 2012-0936

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/09/2012

Brief Title: Starte Fire Academy Contract 2012

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/246-247

Title:

Authorize the Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, at a total cost of 1,728.00.

Notes: The Petal Fire department and McComb Fire department will participate in this course. They will reimburse the City for their pro rata share of the cost based on the number of students participating.

Sponsors:

Enactment Date:

Attachments: State Fire Academy Contract 2012, State Fire Contract Sign Sheet 2012, Executed MSFA agreement

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Authorize the Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) -the Hattiesburg Fire Department (hereinafter referred to as A Customer), Petal Fire Department (hereinafter referred to as A Joint Customer), and McComb Fire Department (hereinafter referred to as A Joint Customer) shall provide the course, Driver/Operator NFPA 1002: Pumper - Field Course. This course will consist of eighty (80) hours. This Memorandum of Understanding applies to a minimum of 8 students with a service fee total cost of 1,728.00. Hattiesburg Fire Department - 8 students = \$987.44.							
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 2012-0936

Title

Authorize the Mayor to execute joint contractual agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course, at a total cost of 1,728.00.

Summary

Agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to provide the Driver/Operator NFPA 1002: Pumper-Field Course

Budget Information

Expenditure Type

Purchasing Item

CONTRACT

Publication Information



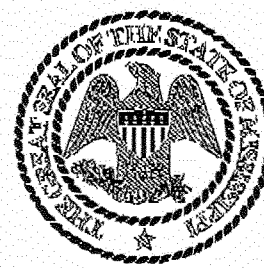
STATE FIRE ACADEMY

Division of the Mississippi Insurance Department

#1 FIRE ACADEMY U.S.A.

JACKSON, MISSISSIPPI 39208-9600

Phone: (601) 932-2444



Reggie Bell

Executive Director

Mike Chancy

Insurance Commissioner

Memorandum of Understanding (Rev. 7/2010)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer: **Hattiesburg Fire Department**

Customer Name: Hattiesburg Fire Department
Address: 53 Academy Drive
City, State Zip: Hattiesburg, MS 39401
Phone: 601- 545 - 4650
Fax: 601- 545 - 4652
Federal ID Number:
Contact Person/Title: Robert Pickering/Training Officer
Email Address: rpickering@hattiesburgms.com

1. **DATE(S) OF SERVICE:** August 6 to August 17, 2012

This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Hattiesburg Fire Department

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER:** Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002: Pumper – Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations. Course hours: Eighty (80) Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001 – Level I – II, or Certified Volunteer Firefighter Level 1 prior to start of course. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to the Hattiesburg Fire Department from MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. Per the roll sheet delivered when requesting this class, this course will be delivered to eight (8) students from Hattiesburg.

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: 8 Maximum Number: 8

5. **SERVICE FEE: Total Cost for field Delivery Program is \$1728.00**

Hattiesburg Cost based on 8 students \$ 987.44

(Hattiesburg=8/Students; Petal=2/Students; McComb=4/Students)

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

Please note: That if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided: Breakfast served 6:30 a.m. to 7:15 a.m Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes # of Beds ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

Home Page: <http://www.mid.state.ms.us/fireacad>

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

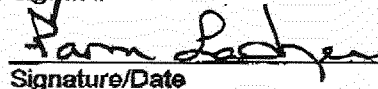
PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

Customer: Hattiesburg Fire Department
Authorized Personnel: Chief David Webster
Title: Fire Chief
Authorized Personnel:

 7-6-12
Signature/Date

Signature/Date

 7-5-12
Signature/Date

Optional Signature/Or Designee/Date:

Academy Contact Regarding this Agreement:

Steven Ashby, Senior Instructor Advanced
Telephone: 601-932-2444
Email: sashby@msfa.state.ms.us

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____
Contact Phone Number: _____

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600



STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444



Reggie Bell

Executive Director

Mike Chaney

Insurance Commissioner

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer: **Hattiesburg Fire Department**

Customer Name:	Hattiesburg Fire Department
Address:	53 Academy Drive
City, State Zip:	Hattiesburg, MS 39401
Phone:	601- 545 - 4650
Fax:	601- 545 - 4652
Federal ID Number:	
Contact Person/Title:	Robert Pickering/Training Officer
Email Address:	rpickering@hattiesburgms.com

1. **DATE(S) OF SERVICE:** August 6 to August 17, 2012

This contract MUST be signed & received by the MSFA (5) business days prior to course starting

2. **LOCATION FOR SERVICE TO BE PERFORMED:** Hattiesburg Fire Department

3. **DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER:** Mississippi State Fire Academy (MSFA) shall provide the course, Driver/Operator NFPA 1002: Pumper – Field Course. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations. Course hours: Eighty (80) Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. The customer shall ensure that all participants have been trained to the level of NFPA 1001 – Level I – II, or Certified Volunteer Firefighter Level 1 prior to start of course. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to the Hattiesburg Fire Department from MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. Per the roll sheet delivered when requesting this class, this course will be delivered to eight (8) students from Hattiesburg.

4. **NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:**

Minimum Number: 8 Maximum Number: 8

5. **SERVICE FEE: Total Cost for field Delivery Program is \$1728.00**
Hattiesburg Cost based on 8 students \$ 987.44
(Hattiesburg=8/Students; Petal=2/Students; McComb=4/Students)

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

Please note: That if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

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If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes # of Beds ☐ No ☒ N/A
Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

MISSISSIPPI FIRE ACADEMY

Fax: (601) 932-2819

E-Mail: fireacademy@msfa.state.ms.us

Home Page: <http://www.mid.state.ms.us/fireacad>

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication; in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy

Authorized Personnel: Reggie Bell, Executive Director

Authorized Personnel: Pam Ladner, Office Director

Reggie Bell 7-6-12
Signature/Date

Pam Ladner 7-5-12
Signature/Date

Academy Contact Regarding this Agreement:

Steven Ashby, Senior Instructor Advanced

Telephone: 601-932-2444

Email: sashby@msfa.state.ms.us

Customer: Hattiesburg Fire Department

Authorized Personnel: Chief David Webster Johnny DuPree

Title: Fire Chief Mayor

Authorized Personnel:

Johnny DuPree 7-17-12
Signature/Date

Optional Signature/Or Designee/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name: _____

Contact Phone Number: _____

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:

Pam Ladner, Office Director

State Fire Academy

#1 Fire Academy USA Jackson MS 39208-9600



City of Hattiesburg, MS

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

Master

File Number: 2012-0960

File ID: 2012-0960

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/12/2012

Brief Title: Relocation of equipment within MS Taskforce III
(Homeland Security response team)

Final Action: 07/17/2012

Minute Book Number:

Title:

Authorize the relocation of equipment (receipt of equipment by the City of Hattiesburg and transfer of equipment to other jurisdictions) within MS Taskforce III (Homeland Security response team).

Notes:

Sponsors:

Enactment Date:

Attachments: MS Taskforce III equipment relocation

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Vice President Ware to Authorize the relocation of equipment (receipt of equipment by the City of Hattiesburg and transfer of equipment to other jurisdictions) within MS Taskforce III (Homeland Security response team).							
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 2012-0960

Title

Authorize the relocation of equipment (receipt of equipment by the City of Hattiesburg and transfer of equipment to other jurisdictions) within MS Taskforce III (Homeland Security response team).

Summary

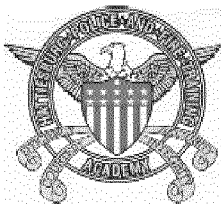
Relocation of equipment within MS Taskforce III (Homeland Security response team)

Budget Information

Expenditure Type

Purchasing Item

Publication Information



HATTIESBURG POLICE AND FIRE TRAINING ACADEMY

*Lieutenant Tony Fontaine
Director of Police Training*

*Battalion Chief Robert Pickering
Director of Fire Training*

*Sergeant Jennifer Bass
Assistant Director of Police Training*

*Lieutenant Nicholas Hanetho
Training Officer Fire Dept*

TO: Eddie Myers, COH City Clerk

FROM: Robert Pickering, HFD Battalion Chief of Training

DATE: July 11, 2012

SUBJECT: Taskforce Asset Reallocations

Per our discussions the following list is the equipment we are seeking to relocate within MS Taskforce III. All equipment listed below has been purchased and reimbursement to the COH has been received from the MS Office of Homeland Security.

Items that the COH will receive from MS Office of Homeland Security

1. Paratech USAR Trailer - \$95,000 – This unit is a trailer and a complete set of paratech USAR shoring equipment, generator and a mounted light tower.
(replacing the Air Shore kit being relocated to Gulfport)

Items the COH will transfer to other cities:

1. Gulfport FD
 - a. Air Shore USAR Shoring Kit (COH inventory number 17759)
 - b. Valued at \$50,868.00
2. Petal FD
 - a. 1 Multi RAE Plus monitor (COH inventory number 18194)
 - b. Valued at \$3,739.44
3. Wiggins FD
 - a. 1 Multi RAE Plus monitor (COH inventory number 18195)
 - b. Valued at \$3,739.44
4. Poplarville FD
 - a. 1 Multi RAE Plus Monitor (COH inventory number 18196)
 - b. Valued at \$3,739.44

COH will receive equipment valued at \$95,000 and will transfer equipment valued at \$62,086.32 to other cities.



City of Hattiesburg, MS

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

Master

File Number: 2012-0933

File ID: 2012-0933

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/09/2012

Brief Title: Housing Repair Grant Award - 111 Coleman Street

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/247

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Velma Perkins of 111 Coleman Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E).
{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & V. Perkins Agreement
07.09.12, Grant Agreement - V. Perkins (\$10K-)
07.09.12, Executed. V Perkins

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Velma Perkins of 111 Coleman Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}							
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 2012-0933

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Velma Perkins of 111 Coleman Street in an amount not to exceed \$10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Housing Repair Grant Award - 111 Coleman Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of July, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Velma Perkins of 111 Coleman Street, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 111 Coleman Street Project by COHCD, said work to be performed on the structure(s)/property located at 111 Coleman Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/COHCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 111 Coleman Street for three (3) years. Homeowner agrees to occupy the reconstructed home for three (3) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

Velma Perkins, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

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

By my signature below I, Velma Perkins of 111 Coleman Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD
The Homeowner(s), Velma Perkins of 111 Coleman Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 17th day of July, 2012.

<u>City of Hattiesburg, Mississippi</u>	<u>Contractor</u>
By: _____ Johnny L. DuPree, Mayor	By: _____
Date: _____	Date: _____
Attest: _____ City Clerk	Attest: _____

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 17th day of July, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Velma Perkins of 111 Coleman Street, Hereinafter called Owner, and Breakthrough Community Services, Inc. (Warren Carter), with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 111 Coleman Street Project by COHCD, said work to be performed on the structure(s)/property located at 111 Coleman Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Ten thousand dollars (\$10,000.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

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Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

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8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to 111 Coleman Street for three (3) years. Homeowner agrees to occupy the reconstructed home for three (3) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 13th day of September, 2012.

Velma Perkins 9/13/12
Velma Perkins, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi
By: Johnny L. DuPree
Johnny L. DuPree, Mayor
Date: 7-17-12

Contractor
By: Wayne Carter
Date: 9-13-12

Attest: Edli R. Myers
City Clerk

Attest: [Signature]

**CITY OF HATTIESBURG
HOUSING REPAIR (\$10K-)
GRANT AWARD AGREEMENT**

General Terms and Conditions

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

By my signature below I, Velma Perkins of 111 Coleman Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 13th day of September, 2012.

Velma Perkins
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Velma Perkins of 111 Coleman Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed \$10,000 on this the 17th day of July, 2012.

City of Hattiesburg, Mississippi
By: Johnny L. DuPree, Mayor

Date: 7-17-12

Attest: Edith R. Myers
City Clerk

Contractor
By: William Gade

Date: 9-13-12

Attest: William Gade



City of Hattiesburg, MS

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

Master

File Number: 2012-0963

File ID: 2012-0963

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 07/16/2012

Brief Title: Approve revised MOU with MDOT for 4th Street Improvements.

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/247

Title:

Approve Revised Memorandum of Understanding (MOU) between the City and MDOT for Improvements to 4th Street, including but not limited to, widening and resurfacing from 25th Avenue to Hutchinson Avenue (Project No. HPP-8750-00(003) LPA 104873-801000); Authorize Mayor to execute in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: MOU 4th Street Earmark 104873 - Revised

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Delgado to Approve Revised Memorandum of Understanding (MOU) between the City and MDOT for Improvements to 4th Street, including but not limited to, widening and resurfacing from 25th Avenue to Hutchinson Avenue (Project No. HPP-8750-00(003) LPA 104873-801000); Authorize Mayor to execute in duplicate.							
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 2012-0963

Title

Approve Revised Memorandum of Understanding (MOU) between the City and MDOT for Improvements to 4th Street, including but not limited to, widening and resurfacing from 25th Avenue to Hutchinson Avenue (Project No. HPP-8750-00(003) LPA 104873-801000); Authorize Mayor to execute in duplicate.

Summary

Approve Revised Memorandum of Understanding (MOU) between the City and MDOT for Improvements to 4th Street, including but not limited to, widening and resurfacing from 25th Avenue to Hutchinson Avenue (Project No. HPP-8750-00(003) LPA 104873-801000); Authorize Mayor to execute in duplicate.

Budget Information

\$3,282,144.00 Earmark (80% Federal, 20% Local)

Expenditure Type

Purchasing Item

Publication Information

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499 Highway 49, Saucier, Mississippi 39574-9740
July 12, 2012

Honorable Johnny L. Dupree
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: REVISED Memorandum of Understanding, MOU, for Earmark project
4th Street from 25th Ave to Hutchinson

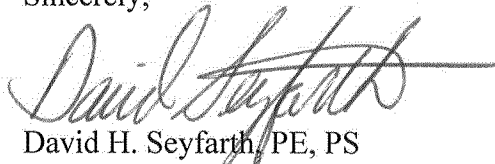
Dear Mayor Dupree,

Attached are the duplicate copies of the REVISED MOU for the above reference project for your review and processing. This MOU will replace the previous MOU. The MOU outlines responsibilities and funding as required by the project development manual, PDM, for federally funded projects. Please execute the MOU in duplicate and return with council minutes signifying approval to my office. Please Mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,



David H. Seyfarth/PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Memorandum of Understanding

HPP-8750-00(003)LPA/104873-801000

***4th Street Improvements from 25th Avenue to Hutchinson Avenue
Hattiesburg, MS***

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and **City of Hattiesburg, Local Public Agency, "LPA"** (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize earmarked funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements to 4th Street including, but not limited to, widen to three lanes and resurface from 25th Avenue to Hutchinson Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, this agreement supersedes any previous agreement(s) for this project and funding source(s); and

WHEREAS, it is anticipated that approximately **\$ 3,282,144.00** in federal earmark funds (2 different earmarks both 80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds may expire if the construction contract is not awarded and fully executed on or before **March 1, 2013**. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of **\$ N/A** for preliminary engineering and construction of the PROJECT approved, and **\$ N/A** for non-infrastructure activities is approved, for a total of **\$ N/A** in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local state share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State

Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement* Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunals having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

(Remainder of page intentionally left blank)

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: 601-359-7002
Fax: 601-359-7110

LPA:
Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:
David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499-B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

So Agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Memorandum of Understanding

HPP-8750-00(003)LPA/104873-801000

***4th Street Improvements from 25th Avenue to Hutchinson Avenue
Hattiesburg, MS***

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and **City of Hattiesburg, Local Public Agency, "LPA"** (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize earmarked funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements to 4th Street including, but not limited to, widen to three lanes and resurface from 25th Avenue to Hutchinson Avenue; (hereinafter referred to as the "PROJECT"); and

WHEREAS, this agreement supersedes any previous agreement(s) for this project and funding source(s); and

WHEREAS, it is anticipated that approximately **\$ 3,282,144.00** in federal earmark funds (2 different earmarks both 80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds may expire if the construction contract is not awarded and fully executed on or before **March 1, 2013**. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of **\$ N/A** for preliminary engineering and construction of the PROJECT approved, and **\$ N/A** for non-infrastructure activities is approved, for a total of **\$ N/A** in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local state share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State

Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement* Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
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6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
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- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
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- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunals having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
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- h. Making an assignment for the benefit of creditors.
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Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

(Remainder of page intentionally left blank)

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

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COMMISSION:
Melinda L. McGrath, Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: 601-359-7002
Fax: 601-359-7110

LPA:
Johnny L. Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

For Technical Matters:

COMMISSION:
David Seyfarth,
District LPA Coordinator – District 6
MDOT
16499-B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403
Phone: 601-554-1014
Fax: 601-584-1898

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

So agreed this the _____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Mayor

So Agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



City of Hattiesburg, MS

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

Master

File Number: 2012-0953

File ID: 2012-0953

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/11/2012

Brief Title: Agreement for employee dental and basic life insurance with MetLife

Final Action:

Minute Book Number: MB 2012-1/248

Title:

Authorize renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/12 and ending 9/30/13.

Notes:

Sponsors:

Enactment Date:

Attachments: MetLife

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012					

Text of Legislative File 2012-0953

Title

Authorize renewal of agreement with MetLife for employee dental insurance and basic life insurance for a period beginning 10/1/12 and ending 9/30/13.

Summary

Budget Information

[

Expenditure Type

Purchasing Item

Publication Information

MetLife Group
1200 Abernathy Road, NE, Building 600, Suite 1400, Atlanta, GA 30328
Tel (770) 407-2522 • Cell (404) 514-6288 • Fax (404) 262-5781
wbeine@metlife.com

William M. Beine
Sr. Account Executive
Group Benefit Sales
CA Insurance Lic # 0G95853
Registered Representative



June 27, 2012

Ms. Gina Hopkins
City of Hattiesburg
200 Forest Street
Hattiesburg, MS 39401

Re: City of Hattiesburg-#142234
Renewal - October 1, 2012

Dear Gina,

I am pleased to present MetLife's renewal package for **City of Hattiesburg**. The Life and dental rates are guaranteed from October 1, 2012 through September 30, 2013.

The following dental plan changes below will be effective October 1, 2012.

- Increase Dental Plan Maximum to \$3,000
- Move Simple & Surgical Extractions at 50% (Major)
- Replacements---Implants, Crowns, Bridges & Dentures to 1 in 10 Years
- Add \$50.00 Deductible (Maximum of 3 Per Family)
- Change Stainless Steel & Resin Crowns to a 1 in 24 Frequency

All of us at MetLife appreciate your business. We have provided Dental to **City of Hattiesburg** for three years, and we place a high value on the mutual success of our relationship.

Thank you for your trust in MetLife. I look forward to working with you in the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Matt Beine", written over a horizontal line.

W. Matt Beine
Account Executive

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 7% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products in force through your Intermediary during a prior one-year period; (4) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 7% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., consulting or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your MetLife sales representative. Compensation paid to your MetLife sales representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your MetLife sales representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your MetLife sales representative or calling (866) 796-1800.

October 1, 2012
Renewal Package

for

City of Hattiesburg

provided by

MetLife[®]

MetLife Representative

**W. Matt Beine
Account Executive
1200 Abernathy Road, Bldg 600 , Suite 1400
Atlanta, GA 30328**

***Phone Number – 770-407-2522
Fax Number – 770-396-6916***

This renewal is for plan year, October 1, 2012 to September 30, 2013.

The information included in this renewal is proprietary to Metropolitan Life Insurance Company. It is intended for use only by City of Hattiesburg and may not be shared with any other party without the written permission of Metropolitan Life Insurance Company.

TECHNICAL OVERVIEW

RENEWAL RATE ADJUSTMENTS

Coverage	Current Rate/Fee	Renewal Rate/Fee	Change in Rate/Fee +/- %
Dental - All EEs			
• Employee only	\$23.040/Ee	\$23.040/Ee	0%
• Employee + One	\$48.500/Ee	\$48.500/Ee	0%
• Employee + Family	\$76.280/Ee	\$76.280/Ee	0%
Basic Life – per \$1,000 of coverage			
All Active Employees	\$0.152	\$0.152	0%
Dependent Life– per \$1,000 of coverage			
• 15 TO 19	\$0.060	\$0.060	0%
• 20 TO 24	\$0.060	\$0.060	0%
• 25 TO 29	\$0.060	\$0.060	0%
• 30 TO 34	\$0.080	\$0.080	0%
• 35 TO 39	\$0.120	\$0.120	0%
• 40 TO 44	\$0.200	\$0.200	0%
• 45 TO 49	\$0.340	\$0.340	0%
• 50 TO 54	\$0.600	\$0.600	0%
• 55 TO 59	\$0.980	\$0.980	0%
• 60 TO 64	\$1.640	\$1.640	0%
• 65 TO 69	\$2.500	\$2.500	0%
• 70 TO +	\$3.680	\$3.680	0%
• CHILD	\$0.180	\$0.180	0%
Optional Life – per \$1,000 of coverage			
• 0 TO 24	\$0.060	\$0.060	0%
• 25 TO 29	\$0.060	\$0.060	0%
• 30 TO 34	\$0.080	\$0.080	0%
• 35 TO 39	\$0.120	\$0.120	0%
• 40 TO 44	\$0.200	\$0.200	0%
• 45 TO 49	\$0.340	\$0.340	0%
• 50 TO 54	\$0.600	\$0.600	0%
• 55 TO 59	\$0.980	\$0.980	0%
• 60 TO 64	\$1.640	\$1.640	0%
• 65 TO 69	\$2.500	\$2.500	0%
• 70 TO +	\$3.680	\$3.680	0%
Personal AD&D – per \$1,000 of coverage			
All Active Employees	\$0.040	\$0.040	0%

The rates shown above assume your existing plan design, contribution structure and group demographics remain the same.



City of Hattiesburg, MS

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

Master

File Number: 2012-0952

File ID: 2012-0952

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/11/2012

Brief Title: Agreement for employee vision insurance with United Healthcare Specialty Benefits

Final Action:

Minute Book Number: MB 20142-1/248

Title:

Authorize renewal of employee paid vision insurance with United Healthcare Specialty Benefits for a period beginning 10/1/12 and ending 9/30/14.

Notes:

Sponsors:

Enactment Date:

Attachments: United Healthcare

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012					

Text of Legislative File 2012-0952

Title

Authorize renewal of employee paid vision insurance with United Healthcare Specialty Benefits for a period beginning 10/1/12 and ending 9/30/14.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Renewal for City of Hattiesburg

April 26, 2012

Penny Howell
BancorpSouth Insurance Services
P.O. Box 1976
Hattiesburg, MS 39401

Dear Penny:

On behalf of UnitedHealthcare Specialty Benefits, I am pleased to present renewal information for **City of Hattiesburg** for the period, **10/1/12 – 9/30/14**.

Your **Vision renewal** covers the cost of well vision care and corrective lenses and eyewear with affordable premiums and copays, as well as lower out-of-pocket expenses. The network includes more than 30,000 private practice and retail providers of vision services. While ID cards are not required to access services, members can obtain ID cards on-line at no charge.

For specific renewal rates and assumptions, please refer to detailed renewal exhibit (attached).

In addition, we offer several other insurance products – each with flexible benefit options and value-added services. Many companies appreciate the convenience of purchasing multiple insurance products from one carrier. *Please contact me for more information or to request a formal proposal for any of the products in our portfolio, including:*

- **Dental Insurance:** We offer a variety of dental plans, supported by a dental network of 140,000 dental access points nationwide and state-of-the-art online services for employers and members. We include value-added services at no additional cost, Prenatal Dental Program® and Oral Cancer Screening. In California, we offer one of the largest HMO dental networks available in California, with over 7,600 providers at over 3,300 locations.
- **Life Insurance:** We offer Basic Life, Supplemental Life, Dependent Life and Accidental Death and Dismemberment (AD&D), each with flexible plan designs and special features. In addition, all life enrollees have access to Travel Assistance, Will and Trust Preparation and Beneficiary Support services at no additional cost.
- **Disability Insurance:** Our disability plans include Short Term Disability, Long Term Disability and Voluntary Disability, each with variable benefit amounts, benefit durations and elimination periods. Our disability claim management experts help claimants return to work in a timely manner.
- **Critical Illness Protection Plan:** provides a lump sum benefit payment in each of three benefit categories upon diagnosis of one of 13 critical illnesses. Critical Illness benefits can provide additional financial protection by helping to offset loss of income, increased expenses or unexpected costs due to illness.

To accept this renewal and let it serve as our agreement to continue to provide coverage(s), please confirm acceptance by notifying me within 30 days. The proposed renewal rates may automatically change on the above listed renewal date. Thank you for the opportunity to serve you and your customers. We look forward to continuing our relationship for many years to come.

Sincerely,

Mike Berset
763-797-2131
mike_b_berset@uhc.com

UnitedHealthcare Life and Disability products are provided by or through Unimerica Insurance Company, United HealthCare Insurance Company or their affiliates. UnitedHealthcare Dental and Vision coverage provided by or through United HealthCare Insurance Company or its affiliates.

11.15.11



Renewal for City of Hattiesburg
Vision coverage

Plan Overview

- Voluntary
- 12/12/24
- \$10/\$10 Exam/Materials Copays

Rates Exhibit

<i>Monthly Premiums</i>	<i>Current Rates</i>	<i>Renewal Rates</i>
<i>Vision: Employee Only</i>	\$8.62	\$8.62
<i>Vision: Employee +1</i>	\$15.24	\$15.24
<i>Vision: Employee +Family</i>	\$25.32	\$25.32

Assumptions

- *Rate Guarantee: 24 months*
- *Effective date: October 1, 2012*

Acceptance of Renewal

I accept this renewal on behalf of City of Hattiesburg:

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Please sign and submit to:

Mike Berset
UnitedHealthcare
6300 Olson Memorial Highway
Golden Valley, MN 55427
763-797-2407 Fax
mike_b_berset@uhc.com

Oct 1, 2012 - Sep 30, 2014

Benefit Summary BrochureCustomer Service: **800-638-3120**Provider Locator: **800-839-3242**www.myuhcvision.com

UnitedHealthcare Vision has been trusted for more than 40 years to deliver affordable, innovative vision care solutions to the nation's leading employers through experienced, customer-focused people and the nation's most accessible, diversified vision care network.

In-network, covered-in-full benefits (after applicable copay) include a comprehensive exam, eye glasses with standard single vision, lined bifocal, or lined trifocal lenses, standard scratch-resistant coating¹ and the frame, or contact lenses in lieu of eye glasses.

Rates		
	Employee	\$8.62 Monthly
	Employee + One	\$15.24 Monthly
	Family	\$25.32 Monthly
Copays for in-network services		
	Exam	\$10.00
	Materials	\$10.00
Benefit frequency		
	Comprehensive Exam	Once every 12 months
	Spectacle Lenses	Once every 12 months
	Frames	Once every 24 months
	Contact Lenses in Lieu of Eye Glasses	Once every 12 months
Frame benefit		
	Private Practice Provider	\$130.00 retail frame allowance
	Retail Chain Provider	\$130.00 retail frame allowance
Lens options		
	Standard scratch-resistant coating – covered in full. Other optional lens upgrades may be offered at a discount. (Discount varies by provider.)	
Contact lens benefit		
	Covered-in-full elective contact lenses The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full (after copay). If you choose disposable contacts, up to 4 boxes are included when obtained from a network provider. All other elective contact lenses A \$105.00 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection (materials copay does not apply). Toric, gas permeable and bifocal contact lenses are examples of contact lenses that are outside of our covered contacts. Necessary contact lenses³ Covered in full after applicable copay.	
Out-of-network reimbursements up to (Copays do not apply)		
	Exam	\$40.00
	Frames	\$45.00
	Single Vision Lenses	\$40.00
	Bifocal Lenses	\$60.00
	Trifocal Lenses	\$80.00
	Lenticular Lenses	\$80.00
	Elective Contacts in Lieu of Eye Glasses ²	\$105.00
	Necessary Contacts in Lieu of Eye Glasses ³	\$210.00
Laser vision benefit		
	UnitedHealthcare Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing, 5% off promotional pricing at over 500 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com .	

Sample Illustration of Savings

Cost	Employee	Employee + One	Family
Annual Premium	\$103.44	\$182.88	\$303.84
Approx. Pre-Tax Savings (20%) ⁴	\$20.69	\$36.58	\$60.77
Annual Tax-Adjusted Premium	\$82.75	\$146.30	\$243.07
Plus Copays	\$20.00	\$40.00	\$80.00
Total Cost to Employee	\$102.75	\$186.30	\$323.07

Exam and Materials Covered by UnitedHealthcare Vision Plan	Estimated Cost Without a Vision Plan ⁵	Less Employee Cost	Total Savings with UnitedHealthcare Vision
Employee Exam, Single Vision & Covered-in-Full Frames	\$275.00	\$102.75	\$172.25
Employee + One Exam, Single Vision & Covered-in-Full Frames	\$550.00	\$186.30	\$363.70
Family ⁶ Exam, Single Vision & Covered-in-Full Frames	\$1,100.00	\$323.07	\$776.93

¹ On all orders processed through a company owned and contracted Lab network.

² The out-of-network reimbursement applies to materials only. The fitting/evaluation is not included.

³ Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following post cataract surgery without intraocular lens implant; to correct extreme vision problems that cannot be corrected with spectacle lenses; with certain conditions of anisometropia; with certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision confirming reimbursement that UnitedHealthcare Vision will make before you purchase such contacts.

⁴ Actual tax savings will depend upon your individual tax bracket.

⁵ Approximate retail value illustrated: Exam & Refraction (\$65), Single Vision Lenses (\$80), and Frames (\$130). Average retail costs may vary by provider.

⁶ For purposes of this sample calculation, Family is calculated with four (4) members.

Important to Remember:

- Benefit frequency based on last date of service.
- Your \$105.00 contact lens allowance is applied to the fitting/evaluation fees as well as the purchase of contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$75.00 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store.
- Medically necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following post cataract surgery without intraocular lens implant; to correct extreme vision problems that cannot be corrected with spectacle lenses; with certain conditions of anisometropia; with certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision confirming how much of a reimbursement you can expect to receive before you purchase such contacts.
- You can log on to our website to print off your personalized ID card. An ID card is not required for service, but is available as a convenience to you should you wish to have an ID card to take to your appointment.
- Out-of-Network Reimbursement, when applicable: Receipts for services and materials purchased on different dates must be submitted together at the same time to receive reimbursement. Receipts must be submitted within 12 months of date of service to the following address: UnitedHealthcare Vision Attn. Claims Department P.O. Box 30978 Salt Lake City, UT 84130 FAX: 248.733.6060.
- UnitedHealthcare Vision offers an Additional Materials Discount Program. At a participating network provider you will receive a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare Vision shall neither pay nor reimburse the provider or member for any funds owed or spent. Not all providers may offer this discount. Please contact your provider to see if they participate. Discounts on contact lenses may vary by provider. Additional materials do not have to be purchased at the time of initial material purchase. Additional materials can be purchased at a discount any time after the insured benefit has been used.

Please note: If there are differences in this document and the Group Policy, the Group Policy is the governing document. Please consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations.

The following services and materials are excluded from coverage under the Policy: Post cataract lenses; Non-prescription items; Medical or surgical treatment for eye disease that requires the services of a physician; Worker's Compensation services or materials; Services or materials that the patient, without cost, obtains from any governmental organization or program; Services or materials that are not specifically covered by the Policy; Replacement or repair of lenses and/or frames that have been lost or broken; Cosmetic extras, except as stated in the Policy's Table of Benefits.

UnitedHealthcare Vision coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06 and associated COC form number VCOC.INT.06.TX.



Vision Benefit Card

UnitedHealthcare Vision*

City of Hattiesburg

Exam	Once every 12 months
Lenses	Once every 12 months
Frames	Once every 24 months
Contacts*	Once every 12 months

*(in lieu of lenses & frames)

Exam Copay	\$10.00
Materials Copay	\$10.00

To print a personalized ID card, please logon to our website and select 'Print ID card' from the member benefits page.

UnitedHealthcare Vision®

www.myuhcvision.com

Customer Service: 800-638-3120

TDD for Hearing Impaired: 1.800.524.3157

Provider Locator: 1.800.839.3242



City of Hattiesburg, MS

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

Master

File Number: 2012-0961

File ID: 2012-0961

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/12/2012

Brief Title: 2012 Auditors Agreement

Final Action:

Minute Book Number: MB 2012-1/249

Title:

Acknowledge receipt of Letters of Understanding from Nicholson & Company, P.A., to serve as Auditors for the City of Hattiesburg and the City of Hattiesburg's Water & Sewer System for the Fiscal Year ending September 30, 2012; authorize Council President to execute duplicate originals of Letters of Understanding for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 2012 Auditors Agreement, executed 2012 Auditors Agreement

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012					

Text of Legislative File 2012-0961

Title

Acknowledge receipt of Letters of Understanding from Nicholson & Company, P.A., to serve as Auditors for the City of Hattiesburg and the City of Hattiesburg's Water & Sewer System for the Fiscal Year ending September 30, 2012; authorize Council President to execute duplicate originals of Letters of Understanding for same.

Summary

2012 Auditors Agreement

Budget Information

Expenditure Type

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. HEATII, CPA
 DONALD J. NESTER, CPA
 FAIGEM. JOHNSON, CPA
 SHANNON J. JONES, CPA
 JANICE M. BATES, CPA
 JOE C. TRAVIS, CPA, C.F.A., 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
 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
 WHITNEY J. BILLS, CPA

NICHOLSON & COMPANY, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
 2 SOUTHERN POINTE PARKWAY, SUITE 100
 HATTIESBURG, MISSISSIPPI 39401
 POST OFFICE DRAWER 15099
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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

July 11, 2012

To the City Council
 Attention: Mr. Kim Bradley, President
 City of Hattiesburg, Mississippi
 Post Office Box 1898
 Hattiesburg, Mississippi 39403

We are pleased to confirm our understanding of the services we are to provide City of Hattiesburg, Mississippi for the year ended September 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of City of Hattiesburg, Mississippi as of and for the year ended September 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Hattiesburg, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Hattiesburg, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Policemen and Firemen Retirement System Analysis of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies City of Hattiesburg, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Nonmajor Combining Fund Statements
- 2) Schedule of Surety Bonds for Municipal Officials

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
Page 2 of 7

- 3) Full Cost Accounting – Solid Waste Management Services
- 4) Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
Page 3 of 7

federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on November 5, 2012.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
Page 4 of 7

federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
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Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Hattiesburg, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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Engagement Administration, Fees, and Other

We will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
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At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Nicholson & Company, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nicholson & Company, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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We expect to begin our audit on approximately November 5, 2012 and to issue our reports no later than February 15, 2013.

Frank H. McWhorter, Jr., CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be Ten Thousand Eight Hundred Ninety Dollars and No Cents (\$10,890.00) for the City of Hattiesburg's Combined Water and Sewer System and Eighty Nine Thousand Nine-Hundred Eighty Dollars and No Cents (\$89,980.00) plus report reproduction costs for both reports, for all funds of the City of Hattiesburg. You acknowledge that this range is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that range. However, in the event that we encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned range, we will adjust our estimate, and obtain your prior approval before continuing with the engagement. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

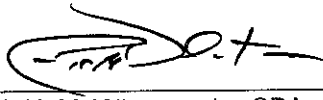
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review accompanies this letter.

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
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We appreciate the opportunity to be of service to City of Hattiesburg, Mississippi 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.

Sincerely,

NICHOLSON & COMPANY, PLLC



Frank H. McWhorter, Jr., CPA

FHMcWJr/mje

RESPONSE:

This letter correctly sets forth the understanding of City of Hattiesburg, Mississippi.

Officer Signature

Title

Date

System Review Report

May 4, 2010

To the Members

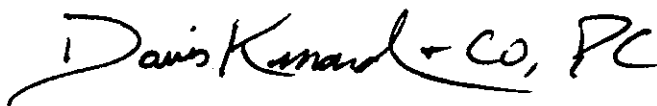
Nicholson & Company, PLLC

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

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 RICHARD G. TOPP, CPA
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July 11, 2012

To the City Council
 Attention: Mr. Kim Bradley, President
 City of Hattiesburg, Mississippi
 Post Office Box 1898
 Hattiesburg, Mississippi 39403

We are pleased to confirm our understanding of the services we are to provide City of Hattiesburg, Mississippi for the year ended September 30, 2012. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of City of Hattiesburg, Mississippi as of and for the year ended September 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Hattiesburg, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Hattiesburg, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules
- 3) Policemen and Firemen Retirement System Analysis of Funding Progress

We have also been engaged to report on supplementary information other than RSI that accompanies City of Hattiesburg, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Nonmajor Combining Fund Statements
- 2) Schedule of Surety Bonds for Municipal Officials

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Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
Page 2 of 7

- 3) Full Cost Accounting – Solid Waste Management Services
- 4) Schedule of Expenditures of Federal Awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Statistical Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified (unmodified), we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of

To the City Council
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July 11, 2012
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federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Hattiesburg, Mississippi and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on November 5, 2012.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of

To the City Council
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federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
Page 5 of 7

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To the City Council
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City of Hattiesburg, Mississippi
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We expect to begin our audit on approximately November 5, 2012 and to issue our reports no later than February 15, 2013.

Frank H. McWhorter, Jr., CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be Ten Thousand Eight Hundred Ninety Dollars and No Cents (\$10,890.00) for the City of Hattiesburg's Combined Water and Sewer System and Eighty Nine Thousand Nine-Hundred Eighty Dollars and No Cents (\$89,980.00) plus report reproduction costs for both reports, for all funds of the City of Hattiesburg. You acknowledge that this range is not a limit to the total fees we may charge for our services, and that our fees may actually exceed that range. However, in the event that we encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned range, we will adjust our estimate, and obtain your prior approval before continuing with the engagement. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review accompanies this letter.

To the City Council
Attention: Mr. Kim Bradley, President
City of Hattiesburg, Mississippi
July 11, 2012
Page 7 of 7

We appreciate the opportunity to be of service to City of Hattiesburg, Mississippi 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.

Sincerely,

NICHOLSON & COMPANY, PLLC

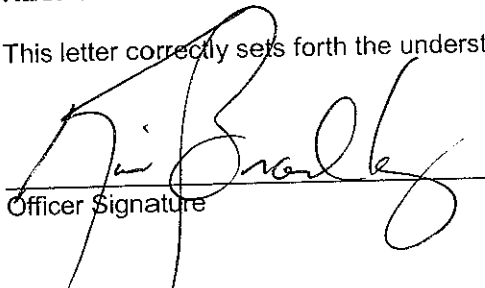


Frank H. McWhorter, Jr., CPA

FHMcWJr/mje

RESPONSE:

This letter correctly sets forth the understanding of City of Hattiesburg, Mississippi.



Officer Signature

City Council President
Title

7-17-12
Date

System Review Report

May 4, 2010

To the Members

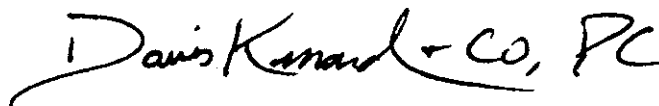
Nicholson & Company, PLLC

and the Peer Review Committee of the Mississippi Society of Certified Public Accountants

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



City of Hattiesburg, MS

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

Master

File Number: 2012-0905

File ID: 2012-0905

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/26/2012

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

Final Action:

Minute Book Number: MB 2012-1/2149

Title:

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

Parcel 2-028J-08-327.00	Deed	Troy E Hinton and Peggy Byrd Hinton
Parcel 2-028I-08-243.00	Deed	George F Trotter and Jeanne C Trotter
Parcel 2-028I-08-243.00	Easement	George F. Trotter and Jeanne C Trotter
Parcel 2-028J-08-010.00	Deed	James R Wilson
Parcel 2-028J-08-010.00	Easement	James R Wilson
Parcel 2-028J-08-125.00	Easement	EBG Enterprises, LLC
Parcel 2-029L-09-027.00	Deed	The Fokakis Family Trust
Parcel 2-029L-09-027.00	Easement	The Fokakis Family Trust
Parcel 2-029L-09-028.00	Easement	The Fokakis Family Trust
Parcel 2-029L-09-035.00	Easement	The Fokakis Family Trust
Parcel 2-028I-08-240.00	Deed	Joseph E Hinton & Mildred D Hinton
Parcel 2-028I-08-240.00	Easement	Joseph E Hinton & Mildred D Hinton
Parcel 2-028I-08-170.00	Deed	James Jason Jacob, LLC
Parcel 2-028I-08-170.00	Easement	James Jason Jacob, LLC
Parcel 2-028J-08-324.00	Deed	Robert E Neblett & Jimmie Faye Neblett
Parcel 2-029L-09-038.00	Easement	University Assembly of God
Parcel 2-029L-09-039.00	Easement	University Assembly of God
Parcel 2-028J-08-016.00	Deed	James E Ward & Waynette D Ward
Parcel 2-028J-08-016.00	Easement	James E Ward & Waynette D Ward

Notes:

Sponsors:

Enactment Date:

Attachments: Recorded Deeds 2

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012					

Text of Legislative File 2012-0905

Title

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

Parcel 2-028J-08-327.00	Deed	Troy E Hinton and Peggy Byrd Hinton
Parcel 2-028I-08-243.00	Deed	George F Trotter and Jeanne C Trotter
Parcel 2-028I-08-243.00	Easement	George F. Trotter and Jeanne C Trotter
Parcel 2-028J-08-010.00	Deed	James R Wilson
Parcel 2-028J-08-010.00	Easement	James R Wilson
Parcel 2-028J-08-125.00	Easement	EBG Enterprises, LLC
Parcel 2-029L-09-027.00	Deed	The Fokakis Family Trust
Parcel 2-029L-09-027.00	Easement	The Fokakis Family Trust
Parcel 2-029L-09-028.00	Easement	The Fokakis Family Trust
Parcel 2-029L-09-035.00	Easement	The Fokakis Family Trust
Parcel 2-028I-08-240.00	Deed	Joseph E Hinton & Mildred D Hinton
Parcel 2-028I-08-240.00	Easement	Joseph E Hinton & Mildred D Hinton
Parcel 2-028I-08-170.00	Deed	James Jason Jacob, LLC
Parcel 2-028I-08-170.00	Easement	James Jason Jacob, LLC
Parcel 2-028J-08-324.00	Deed	Robert E Neblett & Jimmie Faye Neblett
Parcel 2-029L-09-038.00	Easement	University Assembly of God
Parcel 2-029L-09-039.00	Easement	University Assembly of God
Parcel 2-028J-08-016.00	Deed	James E Ward & Waynette D Ward
Parcel 2-028J-08-016.00	Easement	James E Ward & Waynette D Ward

Summary

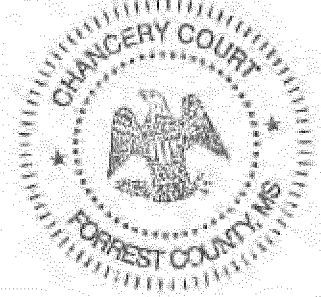
Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase I, project No. HPP-8750-00-(003) LPA 104873-801000.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-243.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One
Thousand Fourteen and No/100 Dollars (\$1,014.00), cash in hand
paid, the receipt and sufficiency of which are hereby
acknowledged, we,

George F. Trotter and Jeanne C. Trotter
71 Landing Way
Hattiesburg, MS 39401
Telephone No. (601) 271-9003

Grantors, 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

**Inst. 691340
Bk 1131 Pg 0098**

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

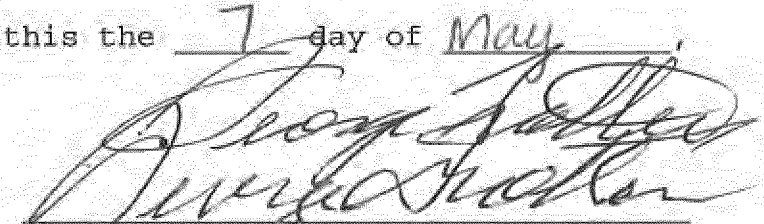
The Grantors herein agrees to pay all real property taxes assessed against the above described property for the current year.

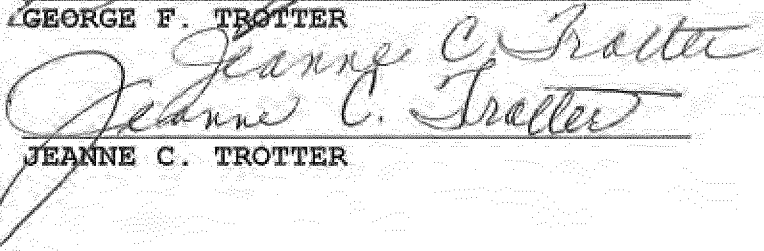
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any

kind.

Witness our signatures, this the 7 day of May,

A.D. 2012.



GEORGE F. TROTTER


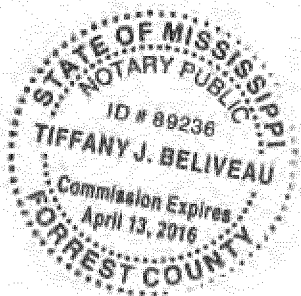
JEANNE C. TROTTER

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 6 day of May, A.D. 2012, within my jurisdiction, the within named George F. Trotter and Jeanne C. Trotter, who acknowledged that they executed the above and foregoing Warranty Deed.

{SEAL}





NOTARY PUBLIC

Inst. 691340
Bk 1131 Pg 0100

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

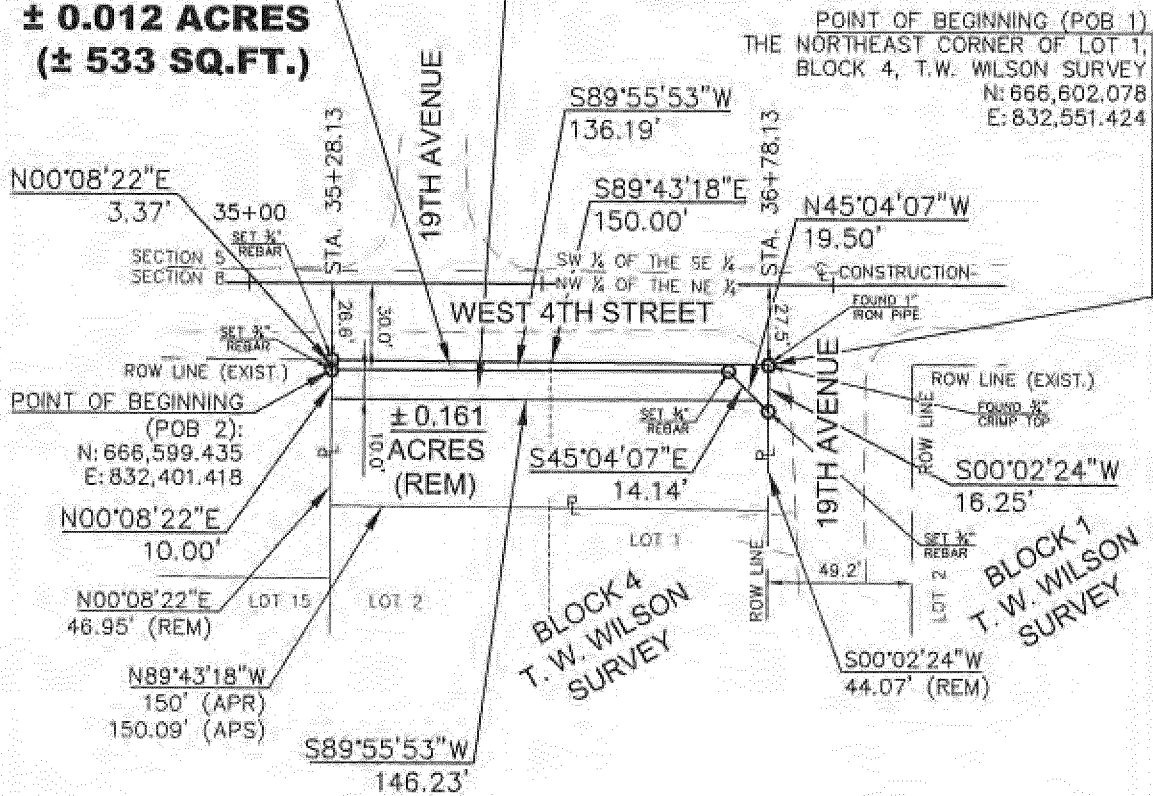
EXHIBIT "A"

GRAPHIC SCALE



**TEMPORARY
CONSTRUCTION EASEMENT
± 0.032 ACRES
(± 1,412 SQ.FT.)**

**RIGHT OF WAY
± 0.012 ACRES
(± 533 SQ.FT.)**



REFERENCES:

Deed Book 867, Page 195
Forrest County Tax Map 281
T. W. Wilson Survey Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR - AS PER RECORD
- APS - AS PER SURVEY
- CL - CENTERLINE
- EXIST. - EXISTING
- EL - PROPERTY LINE
- REM - REMAINING
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: GEORGE F. TROTTER & JEANNE C. TROTTER
NORTHWEST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 29, 2009	PARCEL NO.: 2-0281-08-243.00

F:\PROJECTS\Hattiesburg_City\911235-008-4th Street ROW\1235-008-Exhibit 3-0281-08-243.00.dwg, 1/03/2009 4:05:19 PM

Inst. 691340
Bk 1131 Pg 0101

EXHIBIT

"A"

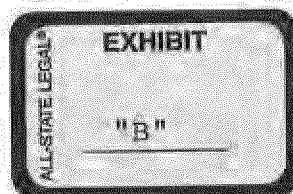
ALL-STATE LEGAL

INDEXING INSTRUCTIONS: Lots 1 and 2, Block 4 of the T. W. Wilson Survey in the City of Hattiesburg, Forrest County, Mississippi

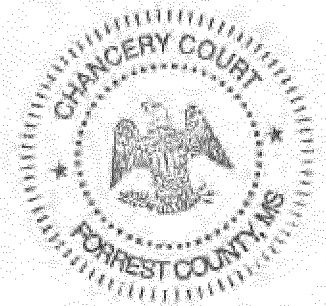
The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lots 1 and 2, Block 4 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at Found 1" Iron Pipe representing the Northeast Corner of Lot 1, Block 4 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of **N 666,602.078** feet and **E 832,551.424** feet on the above referenced East Zone Grid, said Corner also being the Intersection of the Existing Southern Right of Way Line of West 4th Street and the Western Right of Way Line of 19th Avenue and the **Point of Beginning**;
- thence run S00°02'24"W along the East Line of said Lot 1 for 16.25 feet,
- thence run N45°04'07"W for 19.50 feet,
- thence run S89°55'53"W for 136.19 feet to a Point on the West Line of Lot 2 of said Block 4,
- thence run N00°08'22"E along said West Line of said Lot 2 for 3.37 feet to Northwest Corner of said Lot 2, said Corner also being a Point on the said Existing Southern Right of Way Line,
- thence run S89°43'18"E along said Existing Southern Right of Way Line for 150.00 feet to the Point of Beginning,
- comprising **0.012** Acres, more or less.



Inst. 691340
Bk 1131 Pg 0102



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-243.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Seven
Hundred Six and No/100 Dollars (\$706.00), cash in hand paid, the
receipt and sufficiency of which are hereby acknowledged, we,

George F. Trotter and Jeanne C. Trotter
71 Landing Way
Hattiesburg, MS 39401
Telephone No. (601) 271,9003

Grantors, 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

**Inst. 691344
Bk 1131 Pg 0106**

Grantee, a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

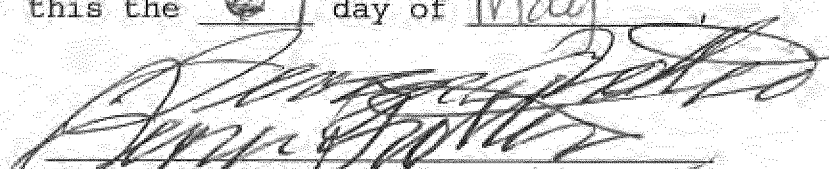
It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

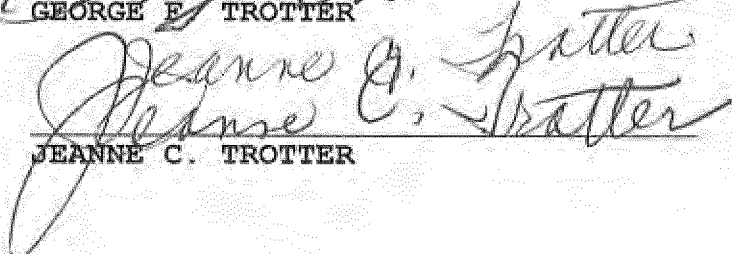
The Grantors herein agrees to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any

kind.

Witness our signatures, this the 07 day of May,
A.D. 2012.


GEORGE F. TROTTER


JEANNE C. TROTTER

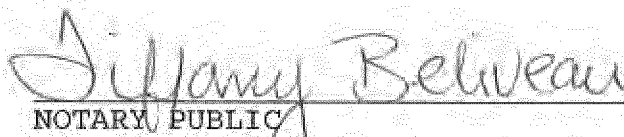
STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in
and for the said county and state, on this the 7 day of
May, A.D. 2012, within my jurisdiction, the within
named George F. Trotter and Jeanne C. Trotter, who acknowledged
that they executed the above and foregoing Temporary Construction
Easement.

{SEAL}




NOTARY PUBLIC

Inst. 691344
Bk 1131 Pg 0108

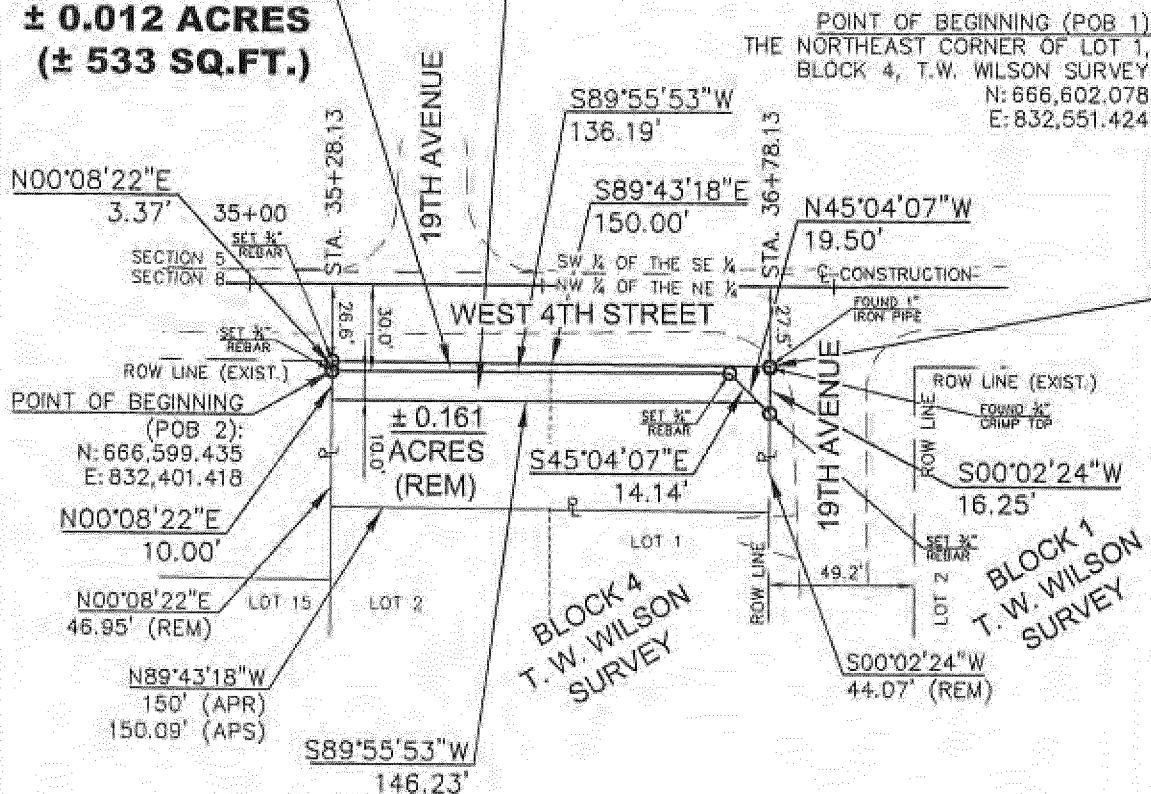
P.O. BOX 111
HATTENBURG, MISSISSIPPI 39345-1711
301 SECOND AVENUE
HATTENBURG, MISSISSIPPI 39345
HTTP://WWW.BD-WOOD
P. (601) 461-1122
F. (601) 461-4300

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

0 20 40 60 80 100
0 100 200 300
Feet Meters

RIGHT OF WAY
± 0.012 ACRES
(± 533 SQ.FT.)



Deed Book 867, Page 195
Forrest County Tax Map 281
T. W. Wilson Survey Plat

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.

APR	- AS PER RECORD
APS	- AS PER SURVEY
C	- CENTERLINE
EXIST.	- EXISTING
E	- PROPERTY LINE
REM	- REMAINING
ROW	- RIGHT OF WAY
SQ. FT.	- SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: GEORGE F. TROTTER & JEANNE C. TROTTER
NORTHWEST 1/4 OF THE NORTHEAST 1/4 SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST FORREST COUNTY	WEST 4TH STREET Survey Date: MARCH 19, 2008 Exhibit Date: SEPTEMBER 29, 2009	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000 PARCEL NO.: 2-0281-08-243.00

PARADIRECTS/Blaineborg_City of 1233-008 - 4th Street ROW 1233-008.dwg 1233-008 Exhibit 1-0781-08-243.00.dwg 1-0781-08-243.00 3/28/2009 4:05:59 PM

Inst. 691344
Bk 1131 Pg 0109

EXHIBIT

11

ALL-STATE LEAD

INDEXING INSTRUCTIONS: Lots 1 and 2, Block 4 of the T. W. Wilson Survey
in the City of Hattiesburg, Forrest County,
Mississippi

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- thence run N89°43'18"W along the said Existing Southern Right of Way Line for 150.00 feet to the Northwest Corner of Lot 2 of said Block 4,
- thence run S00°08'22"W along the West Line of said Lot 2 for 3.37 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of **N 666,599.435** feet and **E 832,401.418** feet on the above referenced East Zone Grid,
- thence run N89°55'53"E along said Proposed Southern Right of Way Line for 136.19 feet,
- thence run S45°04'07"E along said Proposed Southern Right of Way Line for 14.14 feet,
- thence run S89°55'53"W and parallel to said Proposed Southern Right of Way Line for 146.23 feet to a Point on the said West Line,
- thence run N00°08'22"E along said West Line for 10.00 feet to the Point of Beginning,
- comprising **0.032** Acres, more or less.

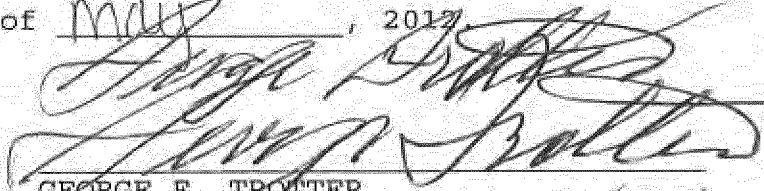


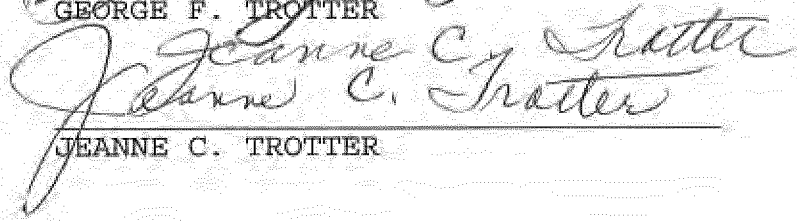
Inst. 691344
Bk 1131 Pg 0110

THIRD PARTY RELEASE

We, George F. Trotter and Jeanne C. Trotter, do hereby authorize Christopher M. Howdeshell of Pittman, Howdeshell, Hinton & Hightower, PLLC, to obtain any and all information pertaining to liens, mortgages, or deeds of trust, including any payoff amounts, concerning our property involved in the West Fourth Street Expansion, Project No. HPP-8750-00(003).

Dated, the 1 day of May, 2012


GEORGE F. TROTTER


JEANNE C. TROTTER

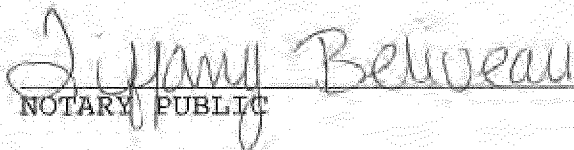
STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, the within named George F. Trotter and Jeanne C. Trotter, who stated upon oath that they signed and delivered the above and foregoing Third Party Release.

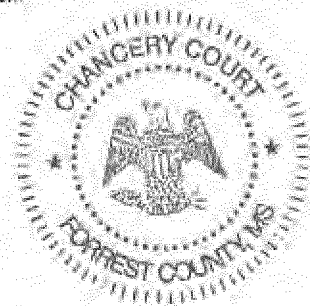
{SEAL}




NOTARY PUBLIC

Inst. 691344
Bk 1131 Pg 0111

Forrest County
Filed/Recorded JUNE 12 2012 04:18:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028J-08-010.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One
Thousand Eight Hundred Forty-Eight and No/100 Dollars
(\$1,848.00), cash in hand paid, the receipt and sufficiency of
which are hereby acknowledged, I,

James R. Wilson
2204 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 818-3784

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

Inst. 691352
Bk 1131 Pg 0123

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any

kind.

Witness our my, this the 12th day of June, A.D.
2012.

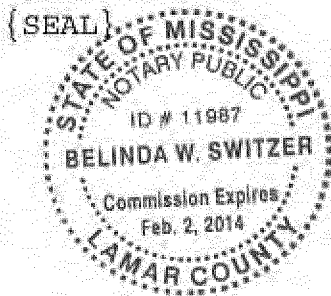
James R. Wilson
JAMES R. WILSON

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in
and for the said county and state, on this the 12th day of
June, A.D. 2012, within my jurisdiction, the within
named **James R. Wilson**, who acknowledged that he executed the
above and foregoing Warranty Deed.

Belinda Switzer
NOTARY PUBLIC



Inst. 691352
Bk 1131 Pg 0125

PREPARED BY:



CLASSIFICATION:

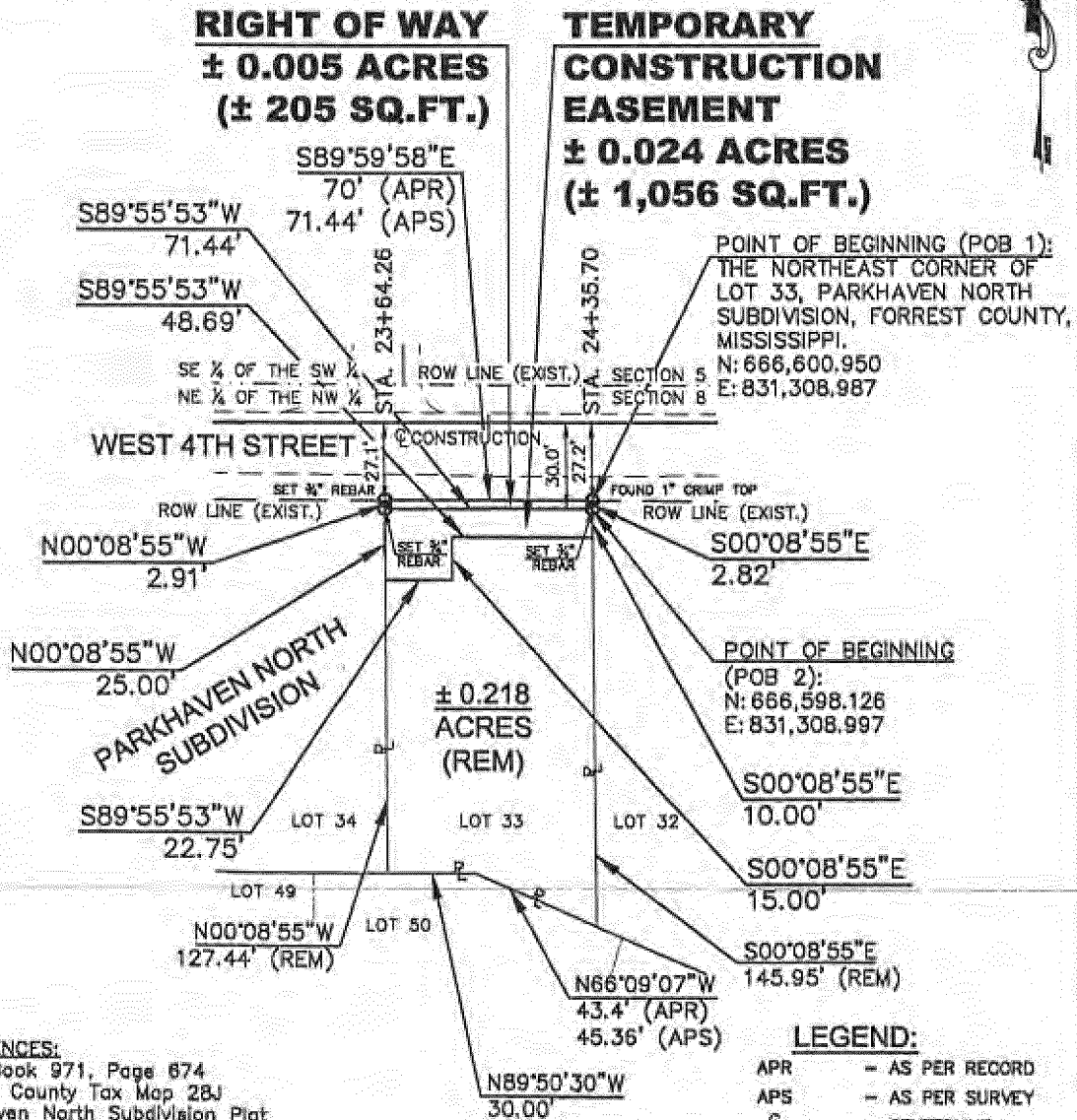
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:

Deed Book 971, Page 674
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR - AS PER RECORD
- APS - AS PER SURVEY
- CL - CENTERLINE
- EXIST. - EXISTING
- PL - PROPERTY LINE
- REM - REMAINING
- ROW LINE - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: JAMES R. WILSON
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 21, 2009	PARCEL NO.: 2-028J-08-010.00

Inst. 691352
Bk 1131 Pg 0126

EXHIBIT

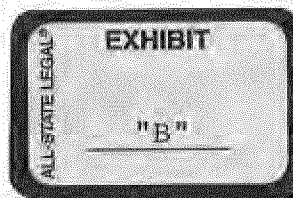
"A"

INDEXING INSTRUCTIONS: Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 1" Crimp Top representing the Northeast Corner of Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,600.950 feet and E 831,308.987 feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street and the **Point of Beginning**;
- thence run S00°08'55"E along the East Line of said Lot 33 for 2.82 feet,
- thence run S89°55'53"W for 71.44 feet to a Point on the West Line of said Lot 33,
- thence run N00°08'55"W along said West Line for 2.91 feet to the Northwest Corner of said Lot 33, said Corner also being a Point on said Existing Southern Right of Way Line,
- thence run S89°59'58"E along said Existing Southern Right of Way Line for 71.44 feet to the Point of Beginning,
- comprising 0.005 Acres, more or less.



Inst. 691352
Bk 1131 Pg 0127

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. 2-028J-08-010.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Seven
Hundred Fifty-Two and No/100 Dollars (\$752.00), cash in hand
paid, the receipt and sufficiency of which are hereby
acknowledged, I,

James R. Wilson
2204 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 818-3784

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

Inst. 691349
Bk 1131 Pg 0117

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 he is unmarried or that the property described herein is no part of his homestead.

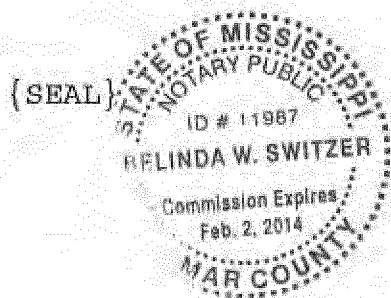
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature, this the 12th day of June,
A.D. 2012.

James R. Wilson
JAMES R. WILSON

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 12th day of June, A.D. 2012, within my jurisdiction, the within named James R. Wilson, who acknowledged that he executed the above and foregoing Temporary Construction Easement.



Belinda Switzer
NOTARY PUBLIC

Inst. 691349
Bk 1131 Pg 0119

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

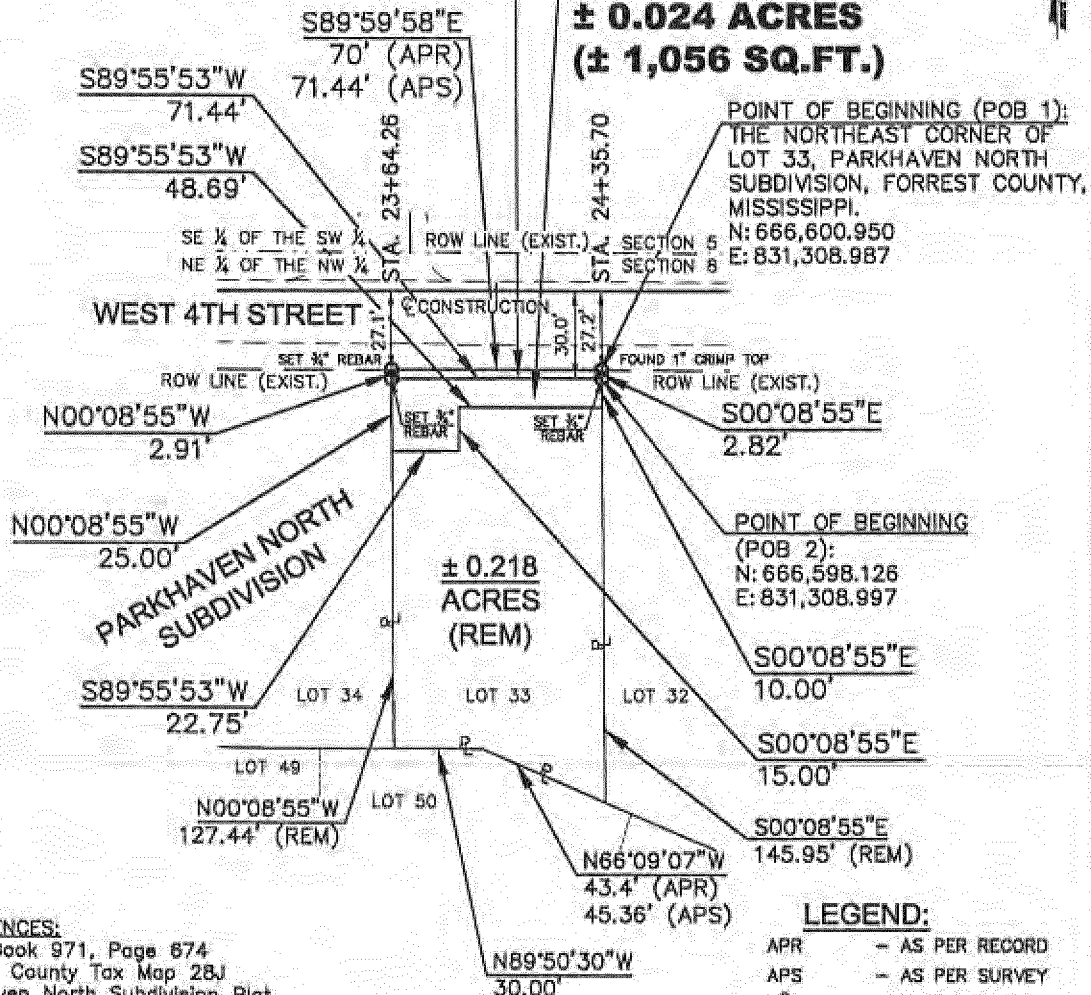
EXHIBIT "A"

GRAPHIC SCALE



**RIGHT OF WAY
± 0.005 ACRES
(± 205 SQ.FT.)**

**TEMPORARY
CONSTRUCTION
EASEMENT
± 0.024 ACRES
(± 1,056 SQ.FT.)**



REFERENCES:

Deed Book 971, Page 674
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR - AS PER RECORD
- APS - AS PER SURVEY
- CL - CENTERLINE
- EXIST. - EXISTING
- PL - PROPERTY LINE
- REM - REMAINING
- ROW LINE - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SDAW PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: JAMES R. WILSON
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-B01000
FORREST COUNTY	Exhibit Date: SEPTEMBER 21, 2009	PARCEL NO.: 2-028J-08-010.00

F:\PROJETS\Hattiesburg_City\1235-008 - 4th Street ROW\1235-008.dwg 1235-008_Bldg\1235-008.dwg 3-028J-08-010.00.dwg 3-028J-08-010.00 10/12/2009 11:16:20 AM

Inst. 691349
Bk 1131 Pg 0120

EXHIBIT

"A"

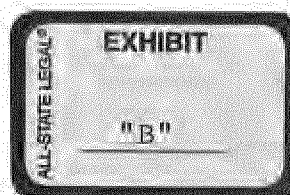
ALL-STATE LEGAL

INDEXING INSTRUCTIONS: Lot 35, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

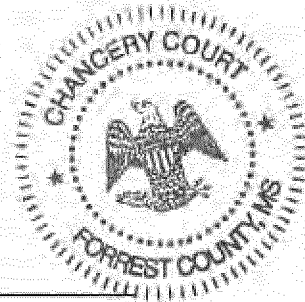
A part of Lot 35, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 1" Crimp Top representing the Northeast Corner of Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,600.950 feet and E 831,308.987 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 N89°59'58"W along the said Existing Southern Right of Way Line for 142.88 feet to the Northeast Corner of Lot 35 of said Parkhaven North Subdivision, said Point also being the **Point of Beginning** and having a Grid value of N 666,600.952 feet and E 831,166.110 feet on the above referenced East Zone Grid,
- thence run S00°08'55"E along the East Line of said Lot 35 for 3.00 feet,
- thence run S89°55'53"W for 56.13 feet to a Point on the West Line of Grantor's Property,
- thence run N00°08'55"W along said West Line for 3.07 feet to a Point on said Existing Southern Right of Way Line,
- thence run S89°59'58"E along said Existing Southern Right of Way Line for 56.13 feet to the Point of Beginning,
- comprising 0.004 Acres, more or less.



Inst. 691349
Bk 1131 Pg 0121

Forrest County
Filed/Recorded JUNE 6 2012 02:06:00PM
Witness my hand and seal
Jimmy C. Howard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028J-08-327.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Four
Thousand Six Hundred and No/100 Dollars (\$4,600.00), cash in hand
paid, the receipt and sufficiency of which are hereby
acknowledged, we,

Troy E. Hinton and Peggy Byrd Hinton
29 Moss Lane
Petal, MS 39465
Telephone No. (601) 5828323

Grantors, 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

Inst. 691128
Bk 1130 Pg 0509

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A", and a plat of said property is attached as Exhibit "C".

As further consideration herein, Grantors and Grantee agree that Grantee shall remove the portions of the existing sidewalk labeled as "X" and "Y" on the attached Exhibit "C", and Grantors hereby grant to Grantee the right to enter Grantors' remaining property for these purposes. Further, Grantee will maintain the remaining portions of the existing sidewalk within the new right of way, including that portion North and adjacent to the privacy wall.

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 Grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their

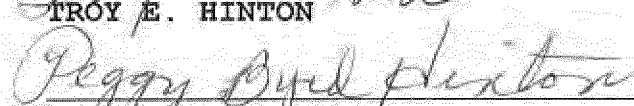
successors and assigns.

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

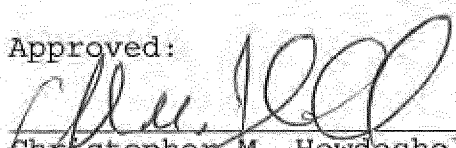
It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 2nd day of MAY,
A.D. 2012.


TROY E. HINTON


PEGGY BYRD HINTON

Approved:


Christopher M. Howdeshell,
Special Counsel for City

STATE OF MISSISSIPPI
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2nd day of may, A.D. 2012, within my jurisdiction, the within named Troy E. Hinton and Peggy Byrd Hinton, who acknowledged that they executed the above and foregoing Warranty Deed.

{SEAL}


NOTARY PUBLIC

Inst. 691128
Bk 1130 Pg 0511

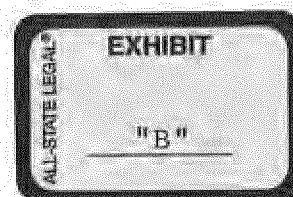
INDEXING INSTRUCTIONS: Lot 99, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

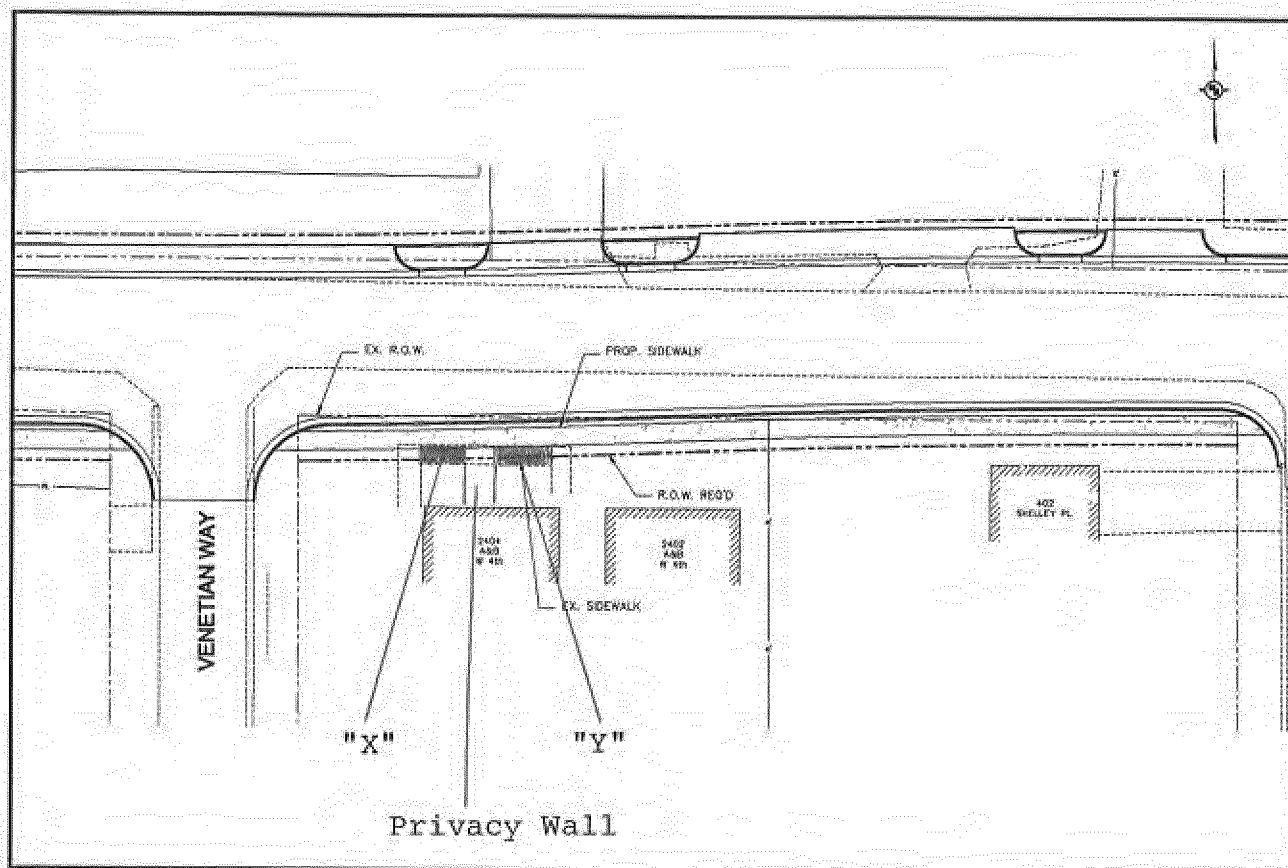
The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 99, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

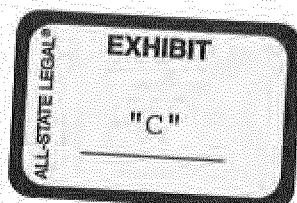
- **Commencing** at a Found $\frac{1}{2}$ " Round Pipe representing the Northwest Corner of Lot 99, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of **N 666,604.014** feet and **E 830,277.804** feet on the above referenced East Zone Grid, said Point also being Northwest Corner of the Grantor's Property and the **Point of Beginning**;
- thence run $S89^{\circ}49'59''E$ along the Existing Southern Right of Way Line of West 4th Street for 124.16 feet to the Northeast Corner of said Lot 99,
- thence run $S00^{\circ}02'01''E$ along the East Line of said Lot 99 for 8.13 feet,
- thence run along a Arc to the Left for 28.63 feet, said Arc having a Radius of 2,970.00 feet, a Chord Bearing of $S87^{\circ}49'18''W$ and a Chord Distance of 28.63 feet,
- thence run along an Arc to the Right for 95.57 feet to a Point on the West Line of said Lot 99, said Arc having a Radius of 3,030.00 feet, a Chord Bearing of $S88^{\circ}26'57''W$ and a Chord Distance of 95.57 feet, said Line also being the Eastern Right of Way Line of Venetian Way,
- thence run $N00^{\circ}02'01''W$ along said Eastern Right of Way Line for 12.17 feet to the Point of Beginning,
- comprising **0.030** Acres, more or less.

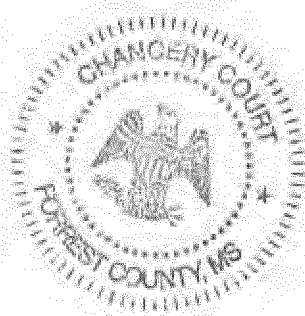
Inst. 691128
Bk 1130 Pg 0513





Inst. 691128
Bk 1130 Pg 0514





Forrest County
Filed/Recorded JUNE 14 2012 11:37:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028J-08-125.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Four Hundred Fifty Dollars and No/100 (\$450.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned

EBG Enterprises, LLC, Grantor,
17 Grand Bayou Circle,
Hattiesburg, MS 39402,
Telephone No. (601) 408-0082;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCTIONS:

A part of Lot 98, Parkhaven North Subdivision in
the City of Hattiesburg, Forrest County, MS.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature, this the 7th day of May, A.D. 2012.

EBG Enterprises, LLC

BY:

Evelyn B. Gilliam

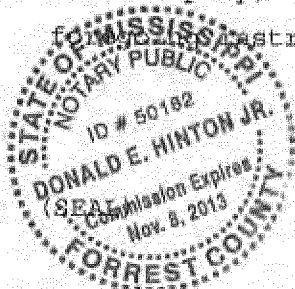
ITS:

sole member

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of MAY, 2012 within my jurisdiction, the within named EVELYN B. GILLIAM, who acknowledged that (he) (she) is SOLE MEMBER of EBG Enterprises, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed (he) (she) executed the above and foregoing instrument.



[Signature]
Notary Public

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

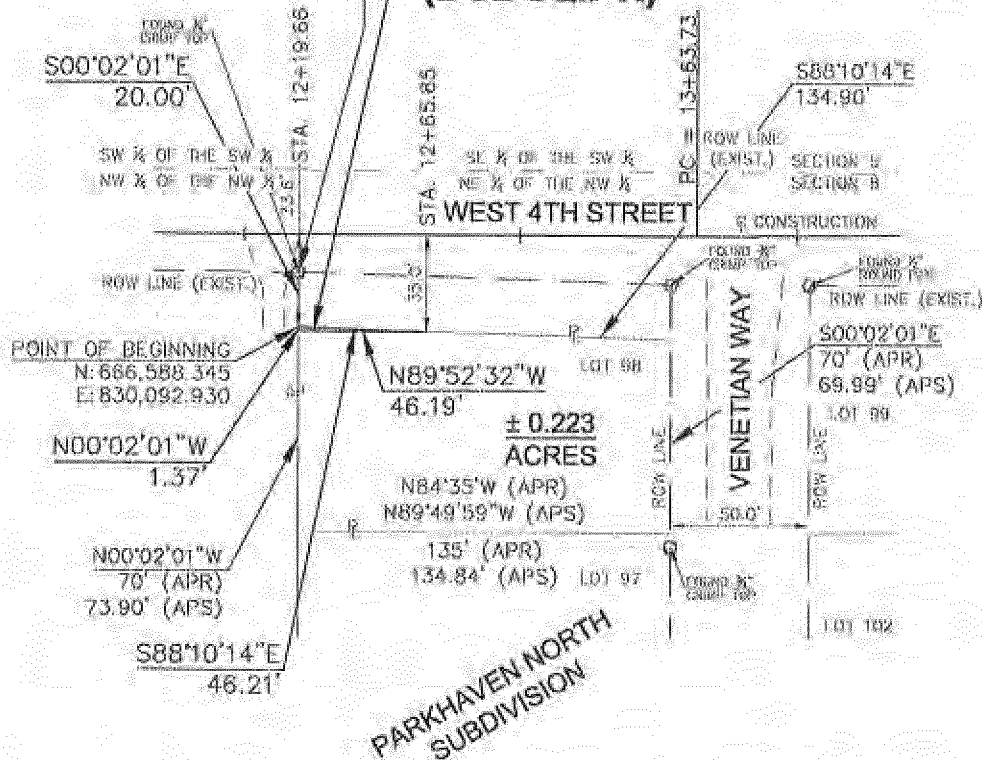
EXHIBIT "A"

GRAPHIC SCALE



POINT OF COMMENCEMENT:
THE NORTHWEST CORNER OF
LOT 98, PARKHAVEN NORTH
SUBDIVISION, FORREST COUNTY,
MISSISSIPPI
N: 666,608.345
E: 830,092.919

**TEMPORARY CONSTRUCTION
EASEMENT
± 0.001 ACRES
(± 32 SQ.FT.)**



REFERENCES:

Deed Book 824, Page 001
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR - AS PER RECORD
- APS - AS PER SURVEY
- C - CENTERLINE
- EXIST. - EXISTING
- PC - POINT OF CURVATURE
- P - PROPERTY LINE
- REM - REMAINING
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: ANTHONY WAHJUDI
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: JPP-8750-00(003) JPA/101871-201000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PANEL NO.: 2-028J-08-125.00

P:\PROJECTS\Hattiesburg_City\01235-008-00\Drawings\01235-008-00\01235-008-00.dwg, 2:02:42 PM 09/23/09, 09/23/09 10:23:46 AM

Inst. 691458
Bk 1131 Pg 0258

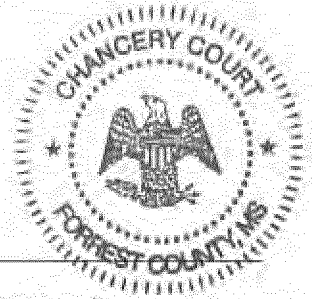
INDEXING INSTRUCTIONS: Lot 98, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 98, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{3}{4}$ " Crimp Top representing the Northwest Corner of Lot 98, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,608.345 feet and E 830,092.919 feet on the above referenced East Zone Grid;
- thence run S00°02'01"E for 20.00 feet to the Northwest Corner of the Grantor's Property and the **Point of Beginning** and having a Grid value of N 666,588.345 feet and E 830,092.930 feet on the above referenced East Zone Grid;
- thence run S88°10'14"E along the North Line of said Parcel for 46.21 feet;
- thence run N89°52'32"W and parallel to the Proposed Southern Right of Way Line of West 4th Street for 46.19 feet to a Point on the West Line of said Lot 98;
- thence run N00°02'01"W along the West Line for 1.37 feet to the Point of Beginning;
- comprising 0.001 Acres, more or less.

Forrest County
Filed/Recorded JUNE 21 2012 03:32:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-027.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of One Thousand Seven Hundred Seventy Dollars and No/100 (\$1,770.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned

The Fokakis Family Trust Created Under the
Nicholas John Fokakis Revocable Trust, Grantor,
224 West Canebroke Blvd,
Hattiesburg, MS 39402,
Telephone no. (601) 268-7362;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

Indexing Instructions: Part of the NW ¼ of the NW ¼ of Section 9,
Township 4 North, Range 13 West, the City of
Hattiesburg, Forrest County, Mississippi.

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 7th day of May, 2012.

The Fokakis Family Trust Created Under
the Nicholas John Fokakis Revocable
Trust

BY: Angela I. Bastick

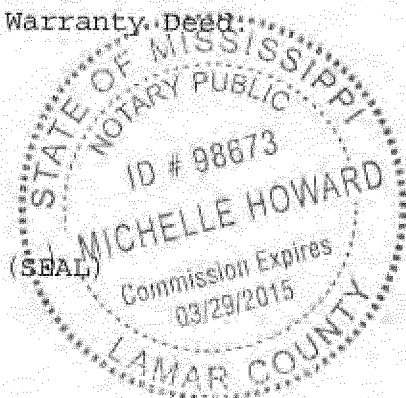
ITS: MANAGER / TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of May, 2012 within my jurisdiction, the within named Angela Bastick, who acknowledged that he/she is the Manager / Trustee of The Fokakis Family Trust Created Under the Nicholas John Fokakis Revocable Trust and that in said representative capacity he/she executed the above and foregoing

Warranty. Deed:



Michelle Howard
Notary Public

PREPARED BY:



P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-4711
291 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD&W.COM
P: (601) 544-1821
F: (601) 544-1821

CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

POINT OF BEGINNING
(POB 1):
N: 666,583.924
E: 835,346.357

EXHIBIT "A"

GRAPHIC SCALE



**TEMPORARY CONSTRUCTION
EASEMENT
± 0.010 ACRES
(± 420 SQ.FT.)**

**RIGHT OF WAY
± 0.010 ACRES
(± 436 SQ.FT.)**



REFERENCES:
Deed Book 777, Page 347
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.

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: TRUST AGREEMENT OF NICHOLAS
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	JOHN FOKARIS U/A, NICHOLAS J. FOKARIS, TRUSTEE
SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HFP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 21, 2009	PARCEL NO.: 2-029L-09-027.00

PROJECT: Hattiesburg, City of 1235-008 - 4th Street ROW 1235-008.dwg 1235-008_RdRttr 2-029L-09-027.00.dwg 2-029L-09-027.00.dwg 10/6/2009 1:21:59 PM

Inst. 691768
Bk 1131 Pg 0719

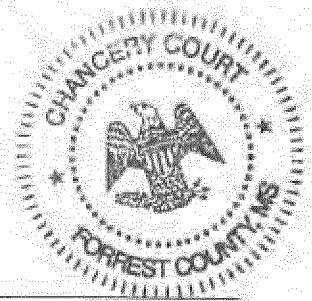
INDEXING INSTRUCTIONS: Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

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/104873-0801000.

A part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 $\frac{1}{2}$ " 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 4th Street;
- thence run North for 59.97 feet,
- thence run East for 959.50 feet to the Northwest Corner of the Grantor's Property and a Point on the said Existing Southern Right of Way Line,
- thence run N89°55'21"E along the said Existing Southern Right of Way Line for 81.77 feet to the **Point of Beginning** and having a Grid value of N 666,583.924 feet and E 835,346.357 feet on the above referenced East Zone Grid,
- thence continue N89°55'21"E along said Existing Southern Right of Way Line for 28.23 feet to the Intersection of the said Existing Southern Right of Way Line and the Western Right of Way Line of Hutchinson Avenue,
- thence run S00°04'39"E along the said Western Right of Way Line for 30.92 feet,
- thence run N42°28'27"W for 41.87 feet to the Point of Beginning,
- comprising 0.010 Acres, more or less.

Forrest County
Filed/Recorded JUNE 21 2012 03:33:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-027.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Six Hundred Thirty Dollars and No/100 (\$630.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned

The Fokakis Family Trust Created Under the
Nicholas John Fokakis Revocable Trust, Grantor,
224 West Canebrake Blvd,
Hattiesburg, MS 39402,
Telephone no. (601) 263-2862;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCITONS:

Part of the NW ¼ of the NW ¼ of Section 9,
Township 4 North, Range 13 West, the City of
Hattiesburg, Forrest County, Mississippi.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 15th day of MAY, 2012.

The Fokakis Family Trust Created Under
the Nicholas John Fokakis Revocable
Trust

BY: Angela F. Bostick

ITS: MANAGER / TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF LAMAN

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 15th day of MAY, 2012 within my jurisdiction, the within named ANGELA F. BOSTICK, who acknowledged that he/she is the MANAGER / TRUSTEE of The Fokakis Family Trust Created Under the Nicholas John Fokakis Revocable Trust and that in said representative capacity he/she executed the above and foregoing Temporary Construction Easement.

[Signature]
Notary Public

(SEAL)

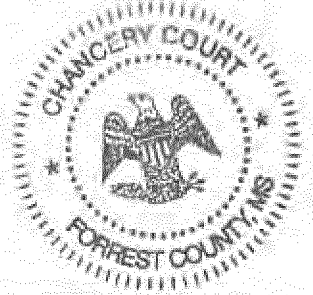
INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

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/104873-0801000.

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 59.97 feet,
- thence run East for 959.50 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 666,583.814 feet and E 835,264.587 feet on the above referenced East Zone Grid,
- thence run N89°55'21"E along the said Existing Southern Right of Way Line for 81.77 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street,
- thence run S42°28'27"E along said Proposed Southern Right of Way Line for 6.77 feet,
- thence run S89°55'21"W and parallel to the said Existing Southern Right of Way Line for 86.34 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°04'39"W along said West Line for 5.00 feet to the Point of Beginning,
- comprising **0.010 Acres**, more or less.

Forrest County
Filed/Recorded JUNE 21 2012 03:36:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-028.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Seven Hundred
Seventy-Five Dollars and No/100 (\$775.00), cash in hand paid, the receipt
and sufficiency of which are hereby acknowledged, the undersigned,

The Fokakis Family Trust Created Under the
Nicholas John Fokakis Revocable Trust, Grantor,
224 West Canebroke Blvd,
Hattiesburg, MS 39402,
Telephone no. (601) 208-2862;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto
and incorporated herein. A survey of said property is attached hereto as
Exhibit "A".

INDEXING INSTRUCITONS:

Part of the NW ¼ of the NW ¼ of Section 9,
Township 4 North, Range 13 West, the City of
Hattiesburg, Forrest County, Mississippi.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 7th day of May, 2012.

The Fokakis Family Trust Created Under
the Nicholas John Fokakis Revocable
Trust

BY: Angela F. Bastick

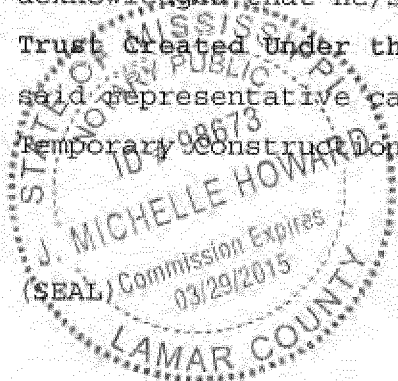
ITS: MANAGER / TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of May, 2012 within my jurisdiction, the within named Angela Bastick, who acknowledged that he/she is the Manager / Trustee of The Fokakis Family Trust Created Under the Nicholas John Fokakis Revocable Trust and that in said representative capacity he/she executed the above and foregoing Temporary Construction Easement.

J. Michelle Howard
Notary Public



PREPARED BY:



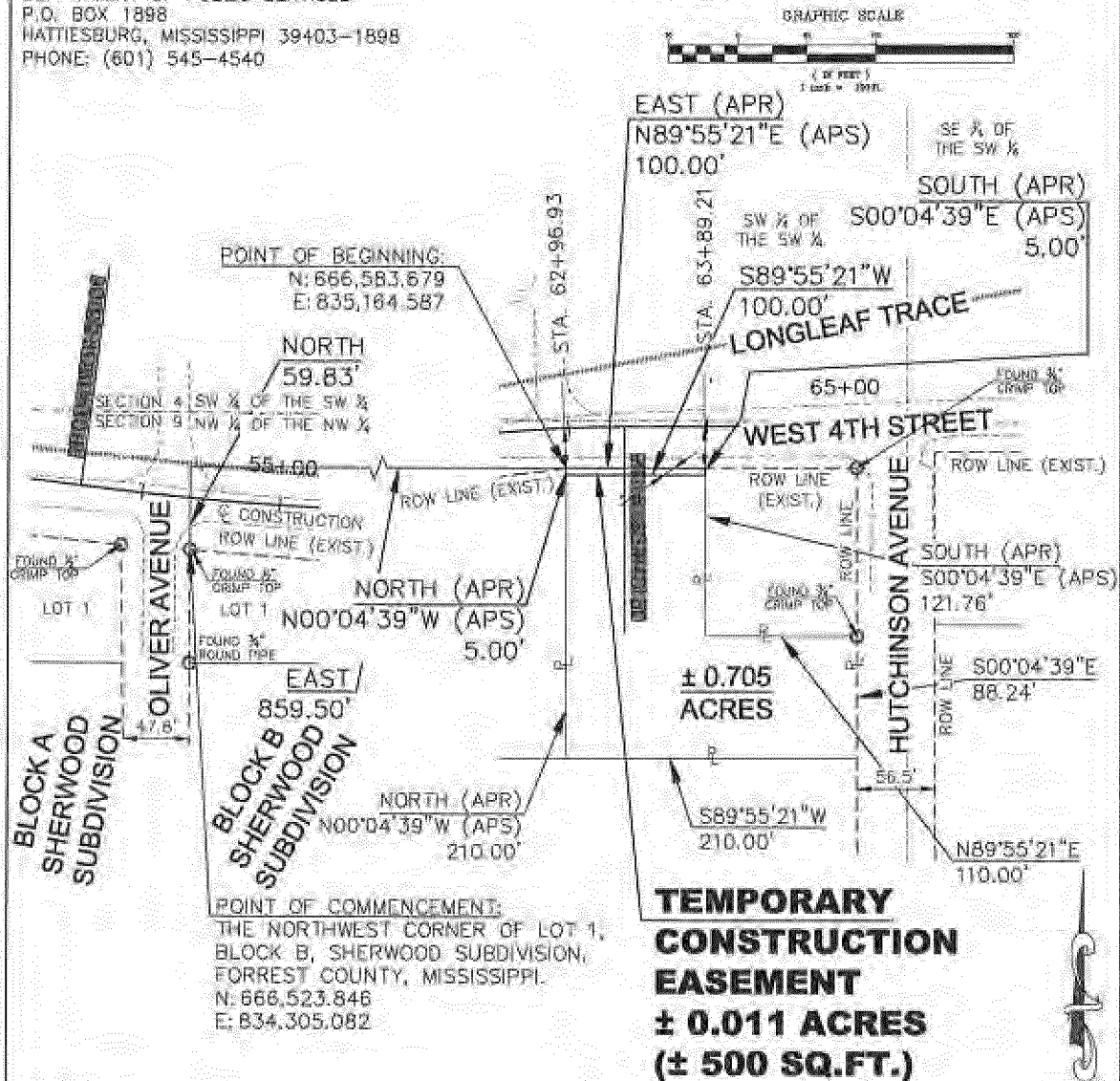
CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS. No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"



REFERENCES:

Deed Book 777, Page 347
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
- PL = PROPERTY LINE
- ROW = RIGHT OF WAY
- SQ. FT. = SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: TRUST AGREEMENT OF NICHOLAS
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	JOHN FOKAKIS U/A, NICHOLAS J. FOKAKIS, TRUSTEE
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: OCTOBER 06, 2009	PARCEL NO.: 2-029L-09-026.00

F:\PROJECTS\Hattiesburg, City of\1235-008 - 4th Street ROW\1235-008.dwg (1235-008) Exhibit 1-029L-09-026.00.dwg, 10/12/2009 11:54:38 AM

Inst. 691770
Bk 1131 Pg 0727

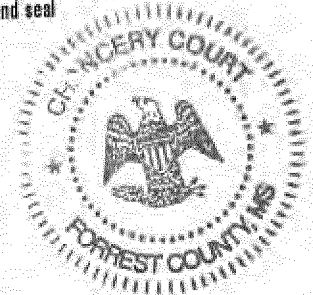
INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

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/104873-0801000.

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 59.83 feet,
- thence run East for 859.50 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 666,583.679 feet and E 835,164.587 feet on the above referenced East Zone Grid,
- thence run N89°55'21"E along the said Existing Southern Right of Way Line for 100.00 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°04'39"E along the East Line of the Grantor's Property for 5.00 feet,
- thence run S89°55'21"W and parallel to the said Existing Southern Right of Way Line for 100.00 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°04'39"W along said West Line for 5.00 feet to the Point of Beginning,
- comprising **0.011 Acres**, more or less.

Forrest County
Filed/Recorded JUNE 21 2012 03:37:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-035.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One Thousand Three Hundred Fifty Dollars and No/100 (\$1,350.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

The Fokakis Family Trust Created Under the
Nicholas John Fokakis Revocable Trust, Grantor,
224 West Canebrake Blvd,
Hattiesburg, MS 39402,
Telephone no. (601) 263-2862 ;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCTIONS:

Part of the NW ¼ of the NW ¼ of Section 9,
Township 4 North, Range 13 West, the City of
Hattiesburg, Forrest County, Mississippi.

Inst. 691771
Bk 1131 Pg 0729

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 7th day of May, 2012.

The Fokakis Family Trust Created Under
the Nicholas John Fokakis Revocable
Trust

BY: Angela J. Bostick

ITS: MANAGER / TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of May, 2012 within my jurisdiction, the within named Angela Bostick, who acknowledged that he/she is the Manager / Trustee of The Fokakis Family Trust Created Under the Nicholas John Fokakis Revocable Trust and that in said representative capacity he/she executed the above and foregoing Temporary Construction Easement.



Michelle Howard
Notary Public

PREPARED BY:



SHOWS, DEARMAN & WAITS, INC.
CONSTRUCTIVE ENGINEERS

P.O. BOX 1151
HATTIESBURG, MISSISSIPPI 39403-0151
HATTIESBURG, MISSISSIPPI 39403
HATTIESBURG, MISSISSIPPI 39403
P: (601) 545-4540
F: (601) 545-4541

CLASSIFICATION:

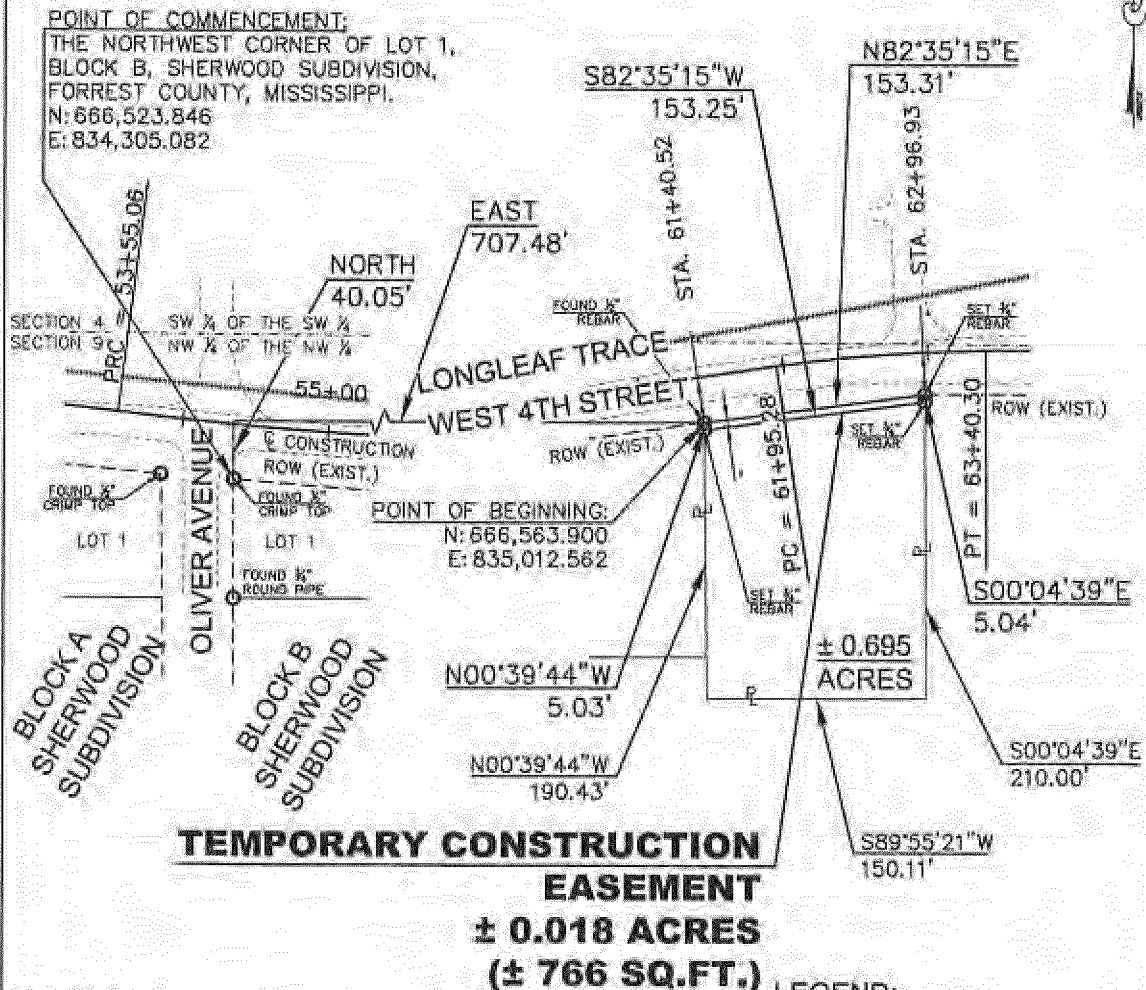
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:

Deed Book 777, Page 347
Forrest County Tax Map 29L
Sherwood Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- CL - CENTERLINE
- EXIST. - EXISTING
- PC - POINT OF CURVATURE
- PRC - POINT OF REVERSE CURVATURE
- PT - POINT OF TANGENCY
- PL - PROPERTY LINE
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: TRUST AGREEMENT OF NICHOLAS JOHN FOKAKIS U/A NICHOLAS J. FOKAKIS, TRUSTEE
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
SECTION 3, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PARCEL NO.: 2-029L-09-035.00
FORREST COUNTY	Exhibit Date: OCTOBER 06, 2009	

Inst. 691771
Bk 1131 Pg 0731

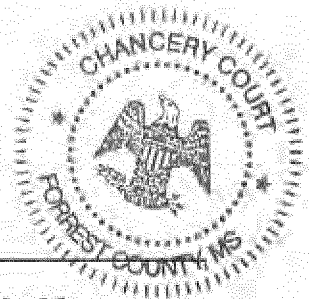
INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

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/104873-0801000.

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 40.05 feet,
- thence run East for 707.48 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 666,563.900 feet and E 835,012.562 feet on the above referenced East Zone Grid,
- thence run N82°35'15"E along the said Existing Southern Right of Way Line for 153.31 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°04'39"E along the East Line of the Grantor's Property for 5.04 feet,
- thence run S82°35'15"W and parallel to the said Existing Southern Right of Way Line for 153.25 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°39'44"W along said West Line for 5.03 feet to the Point of Beginning,
- comprising **0.018 Acres**, more or less.

Forrest County
Filed/Recorded JUNE 21 2012 04:14:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-240.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Two
Hundred Ten and No/100 Dollars (\$210.00), cash in hand paid, the
receipt and sufficiency of which are hereby acknowledged, we,

Joseph E. Hinton and Mildred D. Hinton
1111 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 582-9275

Grantors, 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

Inst. 691774
Bk 1131 Pg 0743

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein and a Permanent Drainage Easement described in Exhibit "C" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded.

It is 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 after construction to the Grantors herein, their heirs, assigns, or legal representatives, as a result of the acquisition of the Grantors' property, except as specifically as designated herein. Grantee will be responsible for water damage to the improvements on Grantors' remaining property that is only a direct result of and caused by the malfunction of the pipe in said easement due to design defects, and/or improper installation. It is further understood and agreed that Grantee will be responsible for repairing damage to the drainage inlet to be installed within the new right-of-way, provided that said damage is the direct result and caused by design defects, and/or improper installation. It is further agreed between the parties that Grantee will not be responsible for water damage resulting from a rain event constituting an Act of God.

It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions

contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Permanent Easement shall be appurtenant to Grantor's remaining property and shall run with the land.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 31st day of May,
A.D. 2011.

Joseph E. Hinton
JOSEPH E. HINTON

Mildred D. Hinton
MILDRED D. HINTON

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 31 day of May, A.D. 2011, within my jurisdiction, the within named Joseph E. Hinton and Mildred D. Hinton, who acknowledged that they executed the above and foregoing Warranty Deed.

{SEAL}



Kerri Allen Temple
NOTARY PUBLIC

Inst. 691774
Bk 1131 Pg 0745

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

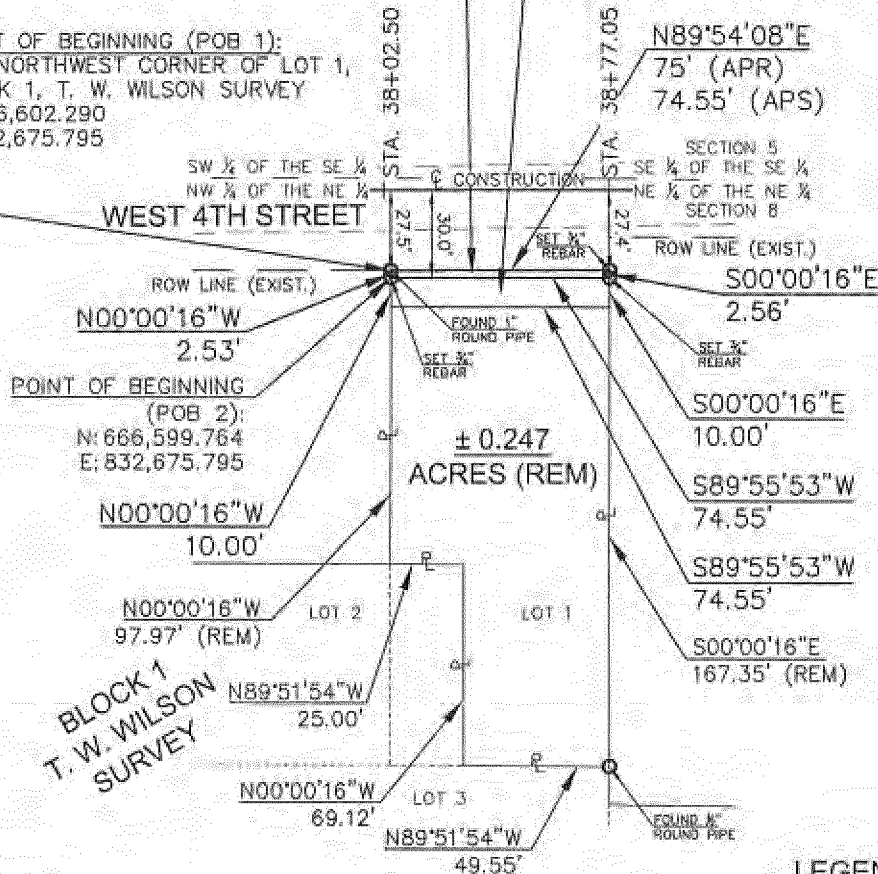
GRAPHIC SCALE



**RIGHT OF WAY
± 0.004 ACRES
(± 190 SQ.FT.)**

**PERMANENT
DRAINAGE EASEMENT
± 0.017 ACRES
(± 745 SQ.FT.)**

POINT OF BEGINNING (POB 1):
THE NORTHWEST CORNER OF LOT 1,
BLOCK 1, T. W. WILSON SURVEY
N: 666,602.290
E: 832,675.795



REFERENCES:

Deed Book ??, Page ??
Forrest County Tax Map 281
T. W. Wilson Survey Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

- APR — AS PER RECORD
- APS — AS PER SURVEY
- CL — CENTERLINE
- EXIST. — EXISTING
- PL — PROPERTY LINE
- REM — REMAINING
- ROW — RIGHT OF WAY
- SQ. FT. — SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: JOSEPH E. HINTON & RUTH D. HINTON
NORTHWEST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-B01000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-0281-08-240.00

Inst. 691774
Bk 1131 Pg 0746

EXHIBIT

"A"

ALL-STATE LEGAL

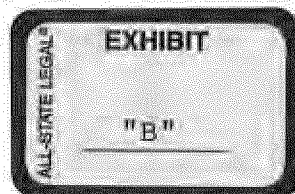
INDEXING INSTRUCTIONS: Lot 1, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

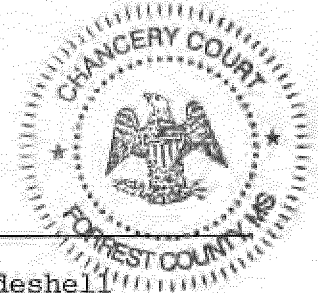
A part of Lot 1, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at Found 1" Round Pipe representing the Northwest Corner of Lot 1, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of **N 666,602.290** feet and **E 832,675.795** feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street and the **Point of Beginning**;
- thence run N89°54'08"E along the said Existing Southern Right of Way Line for 74.55 feet to the Northeast Corner of said Lot 1,
- thence run S00°00'16"E along the East Line of said Lot 1 for 2.56 feet,
- thence run S89°55'53"W for 74.55 feet to a Point on the West Line of said Lot 1,
- thence run N00°00'16"W along said West Line for 2.53 feet to the Point of Beginning,
- comprising **0.004** Acres, more or less.

Inst. 691774
Bk 1131 Pg 0747



Forrest County
Filed/Recorded JUNE 21 2012 04:16:00PM
Witness my hand and seal
Jimmy C. Howard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-240.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Six
Hundred Fifteen and No/100 Dollars (\$615.00), cash in hand paid,
the receipt and sufficiency of which are hereby acknowledged, we,

Joseph E. Hinton and Mildred D. Hinton
1111 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 582-9275

Grantors, 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

**Inst. 691775
Bk 1131 Pg 0748**

Grantee, a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

It is 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 after construction to the Grantors herein, their heirs, assigns, or legal representatives, as a result of the acquisition of the Grantors' property, except as specifically as designated herein. Grantee will be responsible for water damage to the improvements on Grantors' remaining property that is only a direct result of and caused by the malfunction of the pipe in said easement due to design defects, and/or improper installation. It is further understood and agreed that Grantee will be responsible for repairing damage to the drainage inlet to be installed within the new right-of-way, provided that said damage is the direct result and caused by design defects, and/or improper installation. It is further agreed between the parties that Grantee will not be responsible for water damage resulting from a rain event constituting an Act of God.

It is further understood and agreed by and between the Grantors and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction

Easement shall automatically terminate at the completion of said project, and title shall revert to Grantors.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

Witness our signatures, this the 31st day of May,
A.D. 2012.

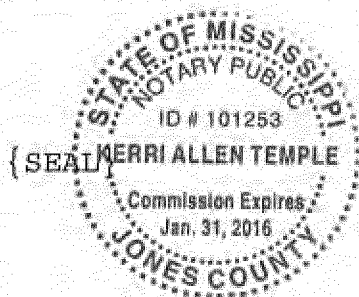
Joseph E. Hinton
JOSEPH E. HINTON

Mildred D. Hinton
MILDRED D. HINTON

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 31 day of May, A.D. 2012, within my jurisdiction, the within named **Joseph E. Hinton** and **Mildred D. Hinton**, who acknowledged that they executed the above and foregoing Temporary Construction Easement.



Her Allen Temple
NOTARY PUBLIC

Inst. 691775
Bk 1131 Pg 0750

PREPARED BY:



P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
321 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HPP@HPPWAITS.COM
P: (601) 544-1001
F: (601) 544-1001

CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

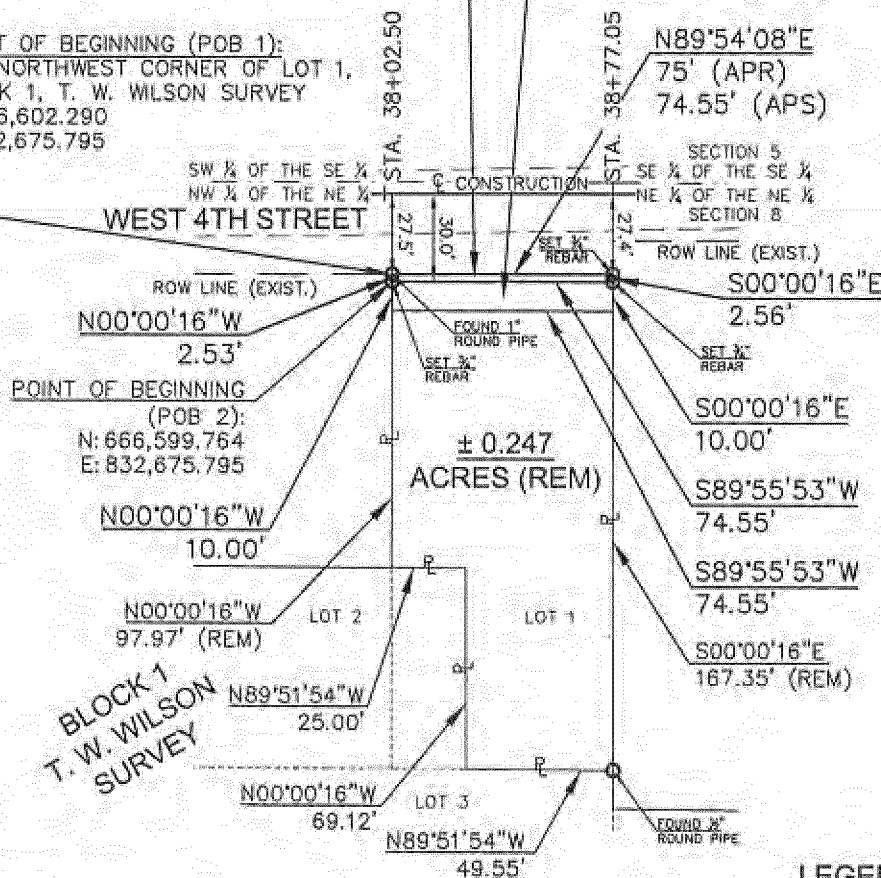
GRAPHIC SCALE



**RIGHT OF WAY
± 0.004 ACRES
(± 190 SQ.FT.)**

**PERMANENT
DRAINAGE EASEMENT
± 0.017 ACRES
(± 745 SQ.FT.)**

POINT OF BEGINNING (POB 1):
THE NORTHWEST CORNER OF LOT 1,
BLOCK 1, T. W. WILSON SURVEY
N: 666,602.290
E: 832,675.795



REFERENCES:

Deed Book ??, Page ??
Forrest County Tax Map 28)
T. W. Wilson Survey Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR — AS PER RECORD
APS — AS PER SURVEY
C — CENTERLINE
EXIST. — EXISTING
P — PROPERTY LINE
REM — REMAINING
ROW — RIGHT OF WAY
SQ. FT. — SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: JOSEPH E. HINTON & RUTH D. HINTON
NORTHWEST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-001000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-0281-08-240.00

Inst. 691775
BK 1131 Pg 0751

EXHIBIT

"A"

ALL-STATE LEGAL

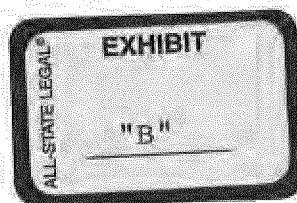
INDEXING INSTRUCTIONS: Lot 1, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

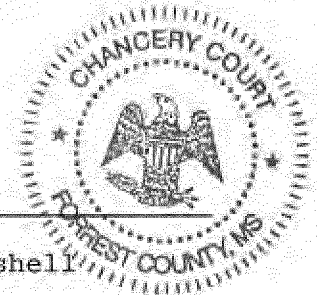
A part of Lot 1, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at Found 1" Round Pipe representing the Northwest Corner of Lot 1, Block 1 of the T. W. Wilson Survey in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of **N 666,602.290** feet and **E 832,675.795** feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence the run S00°00'16"E along the West Line of said Lot 1 for 2.53 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of **N 666,599.764** feet and **E 832,675.795** feet on the above referenced East Zone Grid,
- thence run N89°55'53"E along the said Proposed Southern Right of Way Line for 74.55 feet to a Point on the East Line of said Lot 1,
- thence run S00°00'16"E along the said East Line for 10.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Line for 74.55 feet to a Point on the said West Line,
- thence run N00°00'16"W along said West Line for 10.00 feet to the Point of Beginning,
- comprising **0.017** Acres, more or less.

Inst. 691775
Bk 1131 Pg 0752



Forrest County
Filed/Recorded JUNE 21 2012 04:12:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-170.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One
Thousand Four Hundred Sixty-Two and No/100 Dollars (\$1,462.00),
cash in hand paid, the receipt and sufficiency of which are
hereby acknowledged,

James Jason Jacob, LLC
c/o Nina Tran
5 Howell Road
Hattiesburg, MS 39401
Telephone No. (601) 582-0601

Grantor, does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Inst. 691773
Bk 1131 Pg 0738

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

The Grantor herein agrees to pay all real property taxes assessed against the above described property for the current year,

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any

kind.

Witness my signature, this the 25 day of April

A.D. 2012.

JAMES JASON JACOB, LLC

BY:

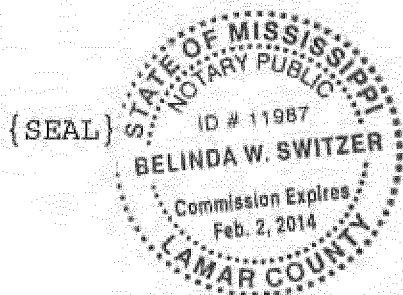
Nina Tran, Manager

STATE OF MISSISSIPPI

COUNTY OF

Lamar

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, the within named **Nina Tran**, who acknowledged that he/she is manager of James Jason Jacob, LLC, a manager managed limited liability company, and that for and on behalf of said company, and as its act and deed, executed the above and foregoing Warranty Deed, having full authority so to do.



Belinda Switzer
NOTARY PUBLIC

Inst. 691773
Bk 1131 Pg 0740

PREPARED BY:



CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

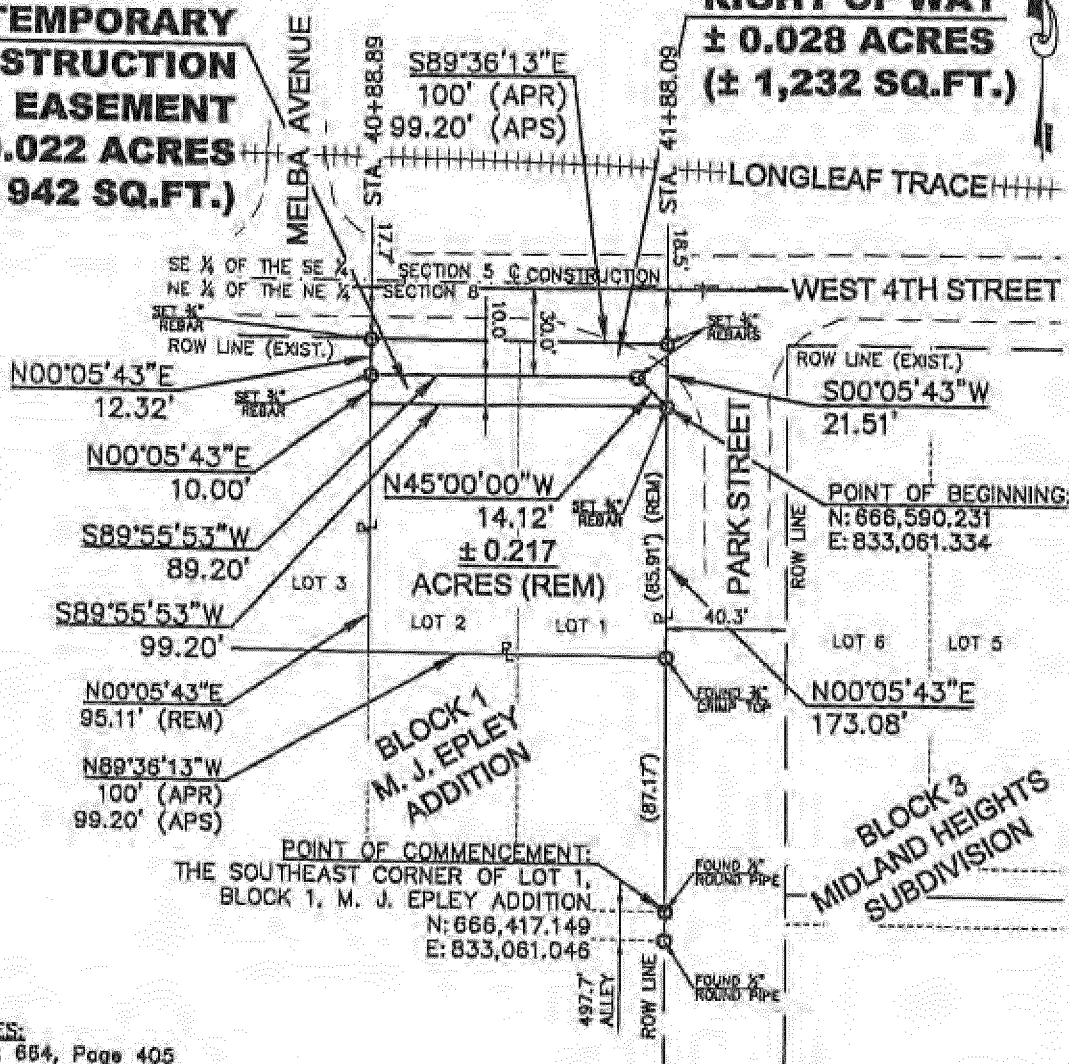
EXHIBIT "A"

GRAPHIC SCALE



**TEMPORARY
CONSTRUCTION
EASEMENT
± 0.022 ACRES
(± 942 SQ.FT.)**

**RIGHT OF WAY
± 0.028 ACRES
(± 1,232 SQ.FT.)**



REFERENCES:

Deed Book 654, Page 405
Forrest County Tax Map 281
M. J. Epley Addition

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 Grd.

LEGEND:

APR - AS PER RECORD R - PROPERTY LINE
APS - AS PER SURVEY REM - REMAINING
C - CENTERLINE ROW - RIGHT OF WAY
EXIST. - EXISTING SQ. FT. - SQUARE FEET

SDAW PROJECT NO: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: HERITAGE INVESTMENTS, INC.
NORTHEAST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO: HPP-0750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: OCTOBER 01, 2009	PARCEL NO: 2-0281-08-170.00

F:\PROJECTS\Hattiesburg_City of\1235-008 - 4th Street ROW\1235-008_Exhibit 2-0281-08-170.00.dwg, 2-0281-08-170.00, 10/22/2009 2:13:42 PM

Inst. 691773
Bk 1131 Pg 0741

INDEXING INSTRUCTIONS: Lots 1 and 2, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

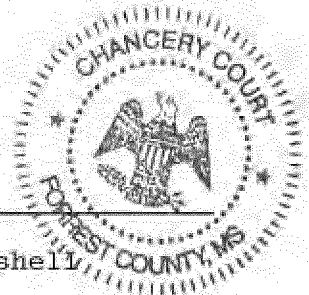
A part of Lots 1 and 2, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at a Found ½" Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 173.08 feet to the Point of Beginning and having a Grid value of N 666,590.231 feet and E 833,061.334 feet on the above referenced East Zone Grid,
- thence run N45°00'00"W for 14.12 feet,
- thence run S89°55'53"W for 89.20 feet to a Point on the West Line of Lot 2 of said Block 1,
- thence run N00°05'43"E along said West Line for 12.32 feet to the Northwest Corner of said Lot 2, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street,
- thence run S89°36'13"E along said Existing Southern Right of Way Line for 99.20 feet to the Intersection of the said Existing Southern Right of Way Line and the said Western Right of Way Line,
- thence run S00°05'43"W along said Western Right of Way Line for 21.51 feet to the Point of Beginning,
- comprising 0.028 Acres, more or less.

Inst. 691773
Bk 1131 Pg 0742



Forrest County
Filed/Recorded JUNE 21 2012 04:09:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028I-08-170.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Five
Hundred Eighteen and No/100 Dollars (\$518.00), cash in hand paid,
the receipt and sufficiency of which are hereby acknowledged,

James Jason Jacob, LLC
c/o Nina Tran
5 Howell Road
Hattiesburg, MS 39401
Telephone No. (601) 582-0601

Grantor, does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Inst. 691772
Bk 1131 Pg 0733

Grantee, a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any

kind.

Witness my signature, this the 25 day of April

A.D. 2012.

JAMES JASON JACOB, LLC

BY:

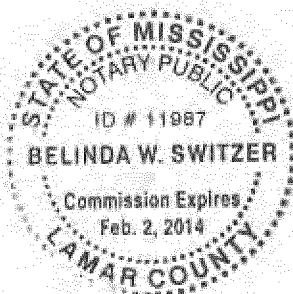
Nina Tran, Manager

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, the within named **Nina Tran**, who acknowledged that he/she is manager of James Jason Jacob, LLC, a manager managed limited liability company, and that for and on behalf of said company, and as its act and deed, executed the above and foregoing Temporary Construction Easement, having full authority so to do.

{SEAL}



Belinda Switzer
NOTARY PUBLIC

Inst. 691772
Bk 1131 Pg 0735

Inst. 691772
Bk 1131 Pg 0736

PREPARED BY:



Nicholas M. Connolly, PLS No. 2973

CLASSIFICATION:

This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

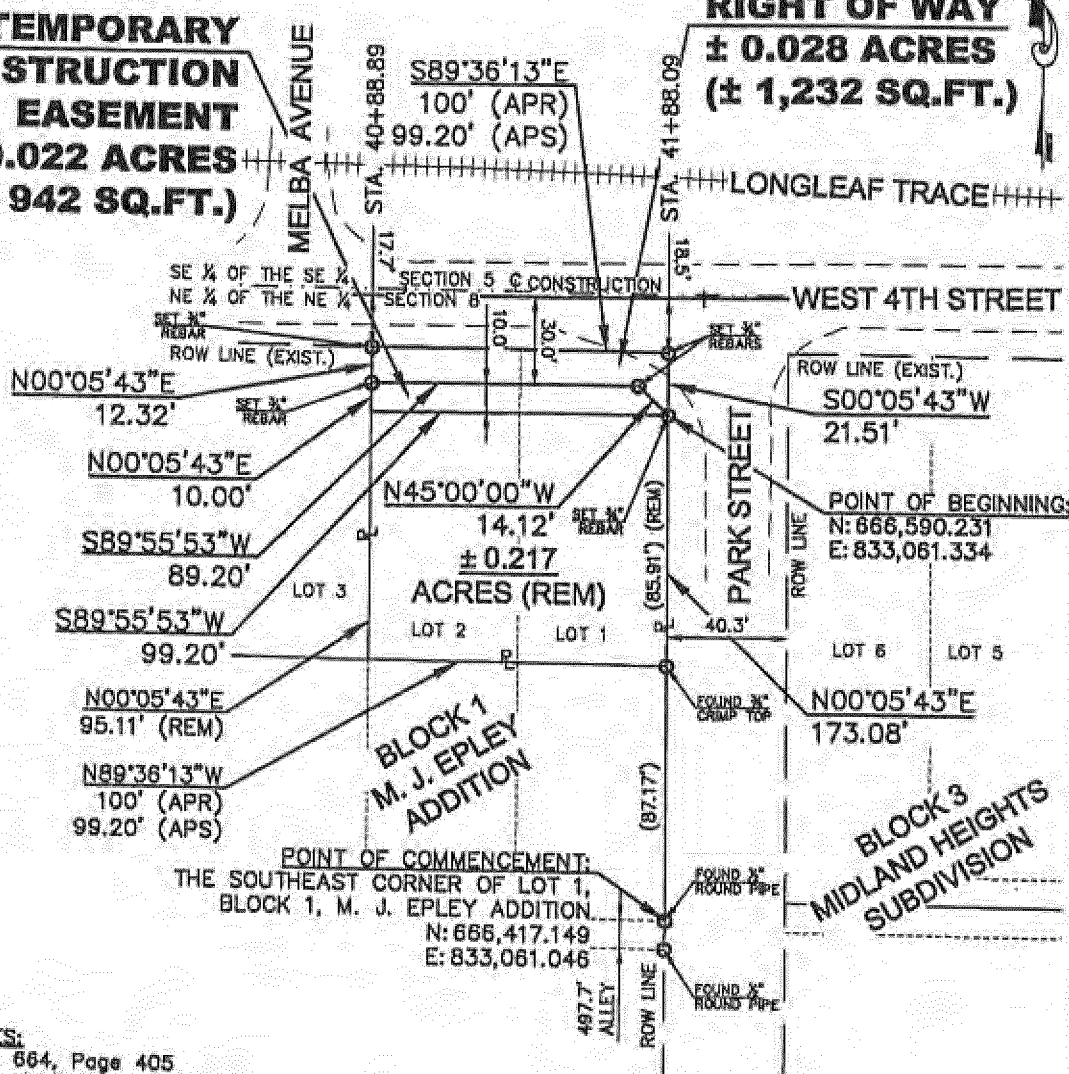
EXHIBIT "A"

GRAPHIC SCALE



**TEMPORARY
CONSTRUCTION
EASEMENT
± 0.022 ACRES
(± 942 SQ.FT.)**

**RIGHT OF WAY
± 0.028 ACRES
(± 1,232 SQ.FT.)**



REFERENCES:

Deed Book 664, Page 405
Forrest County Tax Map 281
M. J. Epley Addition

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 SUVEY
CL - CENTERLINE
EXIST. - EXISTING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET
P - PROPERTY LINE
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SDAW PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: HERITAGE INVESTMENTS, INC.
NORTHEAST 1/4 OF THE NORTHEAST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-01(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: OCTOBER 01, 2009	PARCEL NO.: 2-0281-08-170.00

F:\PROJECTS\Hattiesburg_City\1235-008\dwg\1235-008_Rdw\1235-008-170.00.dwg, 3-21-08 10:17:00, 10/2/2009 2:13:47 PM

EXHIBIT

"A"

ALL-STATE LEGAL

INDEXING INSTRUCTIONS:

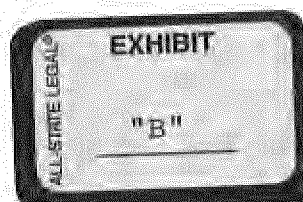
Lots 1 and 2, Block 1 of the M. J. Epley Addition
in the City of Hattiesburg, Forrest County,
Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

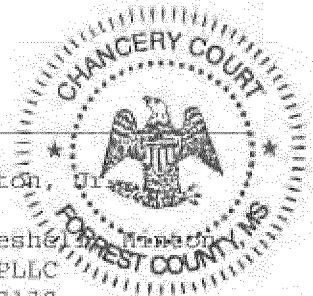
A part of Lots 1 and 2, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{1}{2}$ " Round Pipe representing the Southeast Corner of Lot 1, Block 1 of the M. J. Epley Addition in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,417.149 feet and E 833,061.046 feet on the above referenced East Zone Grid, said Corner also being a Point on the Western Right of Way Line of Park Street;
- thence run N00°05'43"E along the said Western Right of Way Line for 173.08 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the **Point of Beginning** and having a Grid value of N 666,590.231 feet and E 833,061.334 feet on the above referenced East Zone Grid,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 99.20 feet to a Point on the West Line of Lot 2 of said Block 1,
- thence run N00°05'43"E along said West Line for 10.00 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run N89°55'53"E along said Proposed Southern Right of Way Line for 89.20 feet,
- thence run S45°00'00"E Long said Proposed Southern Right of Way Line for 14.12 feet to the Point of Beginning,
- comprising 0.022 Acres, more or less.

Inst. 691772
Bk 1131 Pg 0737



Forrest County
Filed/Recorded JUNE 19 2012 02:25:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPE-8750-00(003)
Parcel No. 2-028J-08-324.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of Three Thousand Three Hundred Dollars and No/100 (\$3,300.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned

Robert E. Neblett and Jimmie Faye Neblett, Grantors,
P. O. Box 1323,
Clinton, MS 39060,

Telephone no. (601) 924-7886
Call (601) 953-5212

do hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

Indexing Instructions:

Lot 100, Parkhaven North Subdivision, in the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, MS.

Inst. 691687
Bk 1131 Pg 0613

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS OUR SIGNATURES this the 22nd day of May, 2012.


Robert E. Neblett

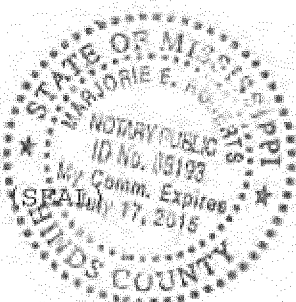

Jimmie Faye Neblett

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 22 day of May, 2012 within my jurisdiction, the within named Robert E. Neblett, who acknowledged that he/she executed the above and foregoing Warranty Deed.


Notary Public



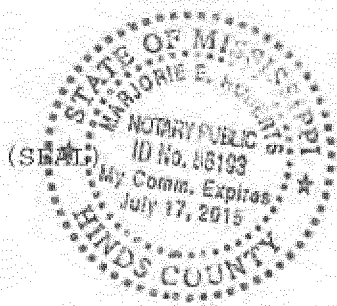
Inst. 691687
Bk 1131 Pg 0614

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 22 day of May, 2012 within my jurisdiction, the within named Jimmie Faye Neblett, who acknowledged that he/she executed the above and foregoing Warranty Deed.

Marjorie E. Hinds
Notary Public



Inst. 691687
Bk 1131 Pg 0615

PREPARED BY:



CLASSIFICATION:

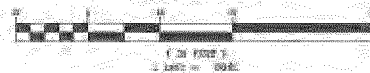
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PL5 No. 2973

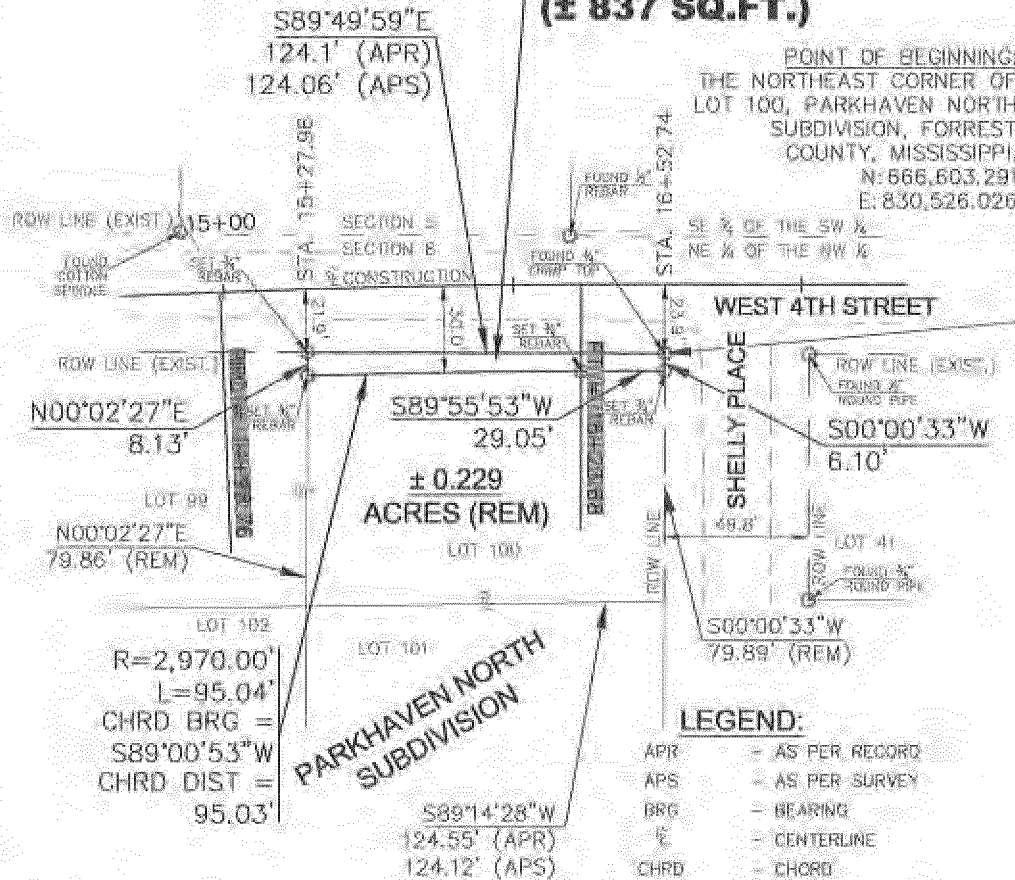
PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



**RIGHT OF WAY
± 0.019 ACRES
(± 837 SQ. FT.)**



REFERENCES:

Deed Book 536, Page 514
Deed Book 564, Page 241
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
BRG - BEARING
C - CENTERLINE
CHRD - CHORD
DIST - DISTANCE
EXIST - EXISTING
L - LENGTH
PRC - POINT OF REVERSE CURVATURE
PT - POINT OF TANGENCY
PL - PROPERTY LINE
R - RADIUS
REM - REMAINING
ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: ROBERT E. NEBLETT & JIMMIE FAY NEBLETT
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HRP-8758-00(003) DPY104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 18, 2009	PARCEL NO.: 2-028J-08-324.00

Inst. 691687
Bk 1131 Pg 0616

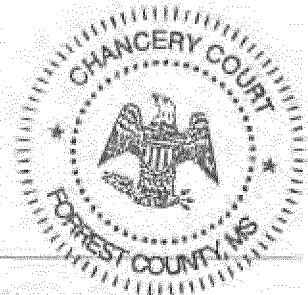
INDEXING INSTRUCTIONS: Lot 100, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 100, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a Found $\frac{3}{4}$ " Crimp Top representing the Northeast Corner of Lot 100, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,603.291 feet and E 830,526.026 feet on the above referenced East Zone Grid, said Point also being the Intersection of the Existing Southern Right of Way Line of West 4th Street and the Western Right of Way Line of Shelly Place and the **Point of Beginning**;
- thence run S00°00'33"W along the said Western Right of Way Line for 6.10 feet,
- thence run S89°55'53"W for 29.05 feet,
- thence run Southwesterly along an Arc to the Left for 95.04 feet to a Point on the West Line of said Lot 100, said Arc having a Radius of 2,970.00 feet, a Chord Bearing of S89°00'53"W and a Chord Distance of 95.03 feet,
- thence run N00°02'27"E along said West Line for 8.13 feet to the Northwest Corner of said Lot 100, said Corner being a Point on the said Existing Southern Right of Way Line,
- thence run S89°49'59"E along said Existing Southern Right of Way Line for 124.06 feet to the Point of Beginning,
- comprising **0.019** Acres, more or less.

Forrest County
Filed/Recorded JUNE 25 2012 04:54:00PM
Witness my hand and seal
Jimmy C. Hayard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-038.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One Thousand Four Hundred Fifty Dollars and No/100 (\$1,450.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned

University Assembly of God, Grantor,
750 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 576-8968;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCTONS:

Part of the E ½ of the W ½ of the NW ¼ of the NW ¼ of Section 9, Township 4 North, Range 13 West, Forrest County, MS.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 2nd day of MAY, A.D. 2012.

University Assembly of God

BY: Glenn Edwards

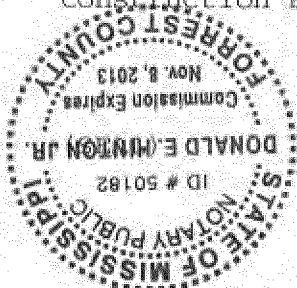
ITS: PASTOR

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2nd day of MAY, 2012 within my jurisdiction, the within named GLENN EDWARDS, who acknowledged that he she is the PASTOR of University Assembly of God, a NON-PROFIT, and that in said representative capacity he/she executed the above and foregoing Temporary Construction Easement.

[Signature]
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. Connelly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

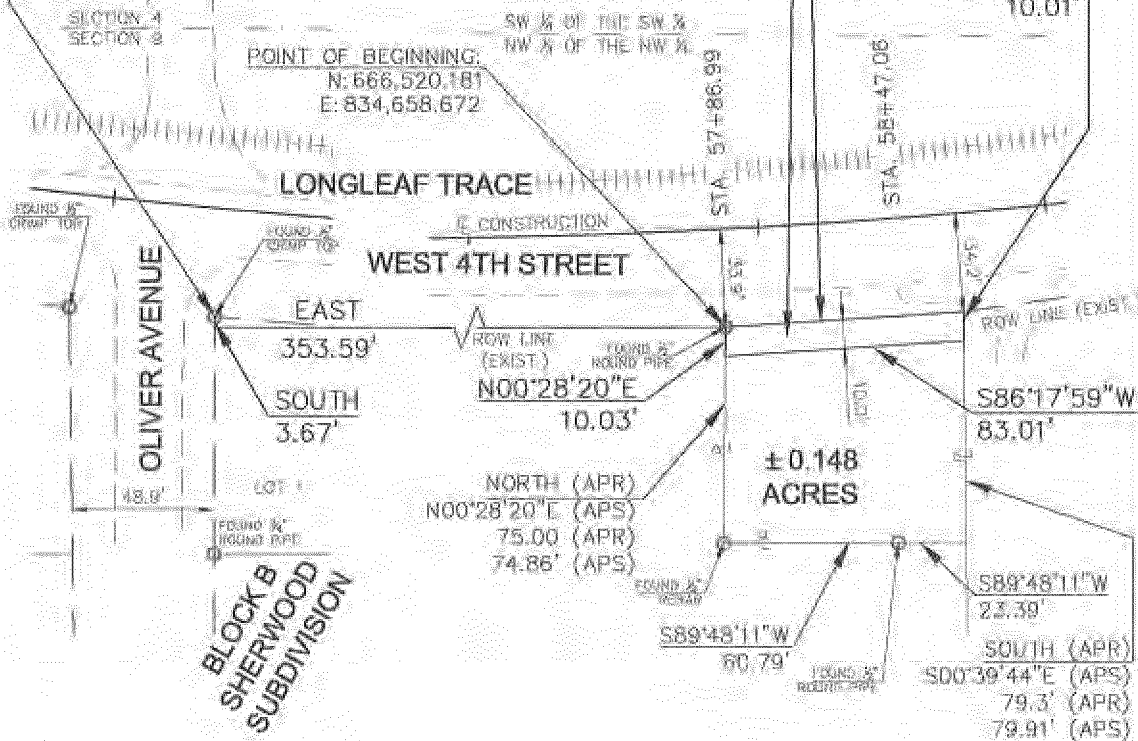
GRAPHIC SCALE



**TEMPORARY
CONSTRUCTION
EASEMENT
± 0.019 ACRES
(± 827 SQ.FT.)**

POINT OF COMMENCEMENT:
THE NORTHWEST CORNER OF LOT 1,
BLOCK B, SHERWOOD SUBDIVISION,
FORREST COUNTY, MISSISSIPPI.
N: 666,523.846
E: 834,305.082

POINT OF BEGINNING:
N: 666,520.181
E: 834,658.672



REFERENCES:

Deed Book 666, Page 696
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
- PL - PROPERTY LINE
- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET

SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: TRUSTEES OF UNIVERSITY ASSEMBLY OF GOD
NORTHWEST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 9, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: JPP-8750-00(003) LPA/104873-00(000)
FORREST COUNTY	Exhibit Date: OCTOBER 14, 2009	PARCEL NO.: 2-0291-09-038.00

\\P06010358\Hattiesburg_City\01235-008 - 0th Street ROW\1235-008\Exhibit 1-0191-89-038.00.dwg 3-0291-09-038.00 10/14/2009 1:37:41 PM

Inst. 691864
Bk 1132 Pg 0140

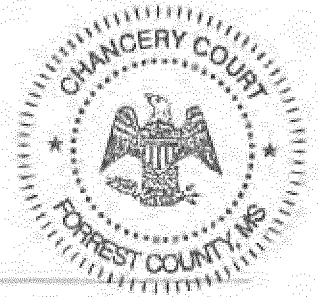
INDEXING INSTRUCTIONS: Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 $\frac{1}{2}$ " 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 South for 3.67 feet,
- thence run East for 353.59 feet to the Northwest Corner of the Grantor's Property and to a Point on the said Existing Southern Right of Way Line and the **Point of Beginning** and having a Grid value of N 666,520.181 feet and E 834,658.672 feet on the above referenced East Zone Grid,
- thence run N86°17'59"E along the said Existing Southern Right of Way Line for 82.81 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°39'44"E along the East Line of the Grantor's Property for 10.01 feet,
- thence run S86°17'59"W for 83.01 feet to a Point on the West Line of the Grantor's Property,
- thence run N00°28'20"E along said West Line for 10.03 feet to the Point of Beginning,
- comprising **0.019 Acres**, more or less.

Inst. 691864
Bk 1132 Pg 0141



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-029L-09-039,00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Four Thousand Four Hundred Dollars and No/100 (\$4,400.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned

University Assembly of God, Grantor,
750 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 596-8968;

does hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCTIONS:

Part of the E 1/4 of the W 1/4 of the NW 1/4 of the NW 1/4 of Section 9, Township 4 North, Range 13 West, Forrest County, MS.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE this the 2^d day of MAY, A.D. 2012.

University Assembly of God

BY: Glenn Edwards

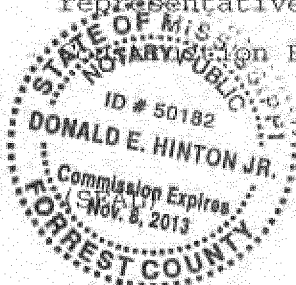
ITS: PASTOR

STATE OF MISSISSIPPI

COUNTY OF FOREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 2^d day of MAY, 2012 within my jurisdiction, the within named GLENN EDWARDS, who acknowledged that he/she is the PASTOR of University Assembly of God, a NON-PROFIT, and that in said representative capacity he/she executed the above and foregoing Temporary Construction Easement.

[Signature]
Notary Public



INDEXING INSTRUCTIONS: Northwest ¼ of the Northwest ¼ of Section 9,
Township 4 North, Range 13 West, City of
Hattiesburg, Forrest County, Mississippi

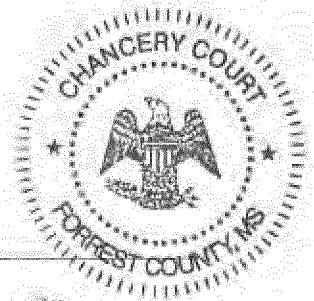
The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

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 S85°27'23"E along the said Existing Southern Right of Way Line for 103.77 feet to a Point on the West Line of the Grantor's Property and the **Point of Beginning** and having a Grid value of **N 666,519.626** feet and **E 834,408.528** feet on the above referenced East Zone Grid,
- thence run N00°05'44"E along said Existing Southern Right of Way Line for 4.01 feet to the Northwest Corner of the Grantor's Property,
- thence run N89°52'27"E along said Existing Southern Right of Way Line for 250.14 feet to the Northeast Corner of the Grantor's Property,
- thence run S00°28'20"W along the East Line of the Grantor's Property for 10.02 feet,
- thence run S89°52'43"W for 250.07 feet to a Point on the said West Line,
- thence run N00°05'44"E along said West Line for 5.99 feet to the Point of Beginning,
- comprising **0.057 Acres**, more or less.

Inst. 691865
Bk 1132 Pg 0145

Forrest County
Filed/Recorded JUNE 21 2012 10:43:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028J-08-016.00

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum and amount of Ten Thousand Seven Hundred Dollars and No/100 (\$10,700.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged

James E. Ward and Waynette D. Ward, Grantors,
403 Shelley Place,
Hattiesburg, MS 39401,
Telephone no. (601)583-4944;

do hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

the property described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

Indexing Instructions: Lot 41, Parkhaven North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Inst. 691746
Bk 1131 Pg 0678

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

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

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

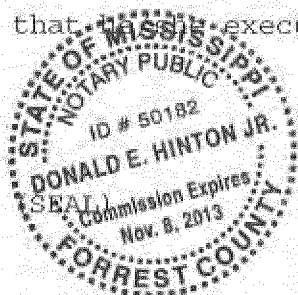
WITNESS OUR SIGNATURES this the 10th day of MAY, 2012.

James E. Ward
James E. Ward

DELETED
Waynette D. Ward

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of MAY, 2012 within my jurisdiction, the within named James E. Ward, who acknowledged that ~~he~~ executed the above and foregoing Warranty Deed.



[Signature]
Notary Public

Inst. 691746
Bk 1131 Pg 0679

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2012 within my jurisdiction, the within named Waynette D. Ward, who acknowledged that he/she executed the above and foregoing Warranty Deed.

Notary Public

(SEAL)

Inst. 691746
Bk 1131 Pg 0680

EXHIBIT "B"

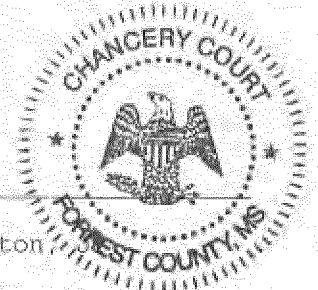
The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 41, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at a Found $\frac{3}{4}$ " Round Pipe representing the Northeast Corner of Lot 41, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.526 feet and E 830,705.618 feet on the above referenced East Zone Grid, said Point also being the Point of Beginning;
- thence run S00°08'55"E along the East Line of said Lot 41 for 5.12 feet,
- thence run S89°55'53"W for 113.83 feet,
- thence run S44°55'53"W for 22.53 feet to a Point on the West Line of said Lot 41, said Line also being the Eastern Right of Way Line of Shelly Place,
- thence run N00°08'31"E along said Eastern Right of Way Line for 21.69 feet to the Intersection of the said Eastern Right of Way Line of Shelly Place and the Existing Southern Right of Way Line of West 4th Street, said Intersection also being the Northwest Corner of said Lot 41,
- thence run S89°47'12"E along said Existing Southern Right of Way Line for 129.67 feet to the Point of Beginning,
- comprising 0.019 Acres, more or less.

Handwritten signature

Forrest County
Filed/Recorded JUNE 21 2012 10:45:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared, and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

Return to:
Donald E. Hinton,
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P.O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: 601-264-3314

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028J-08-016.00

TEMPORARY CONSTRUCTION EASEMENT

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of One Thousand Dollars and NO/100 (\$1,000.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, I,

James E. Ward and Waynette D. Ward, Grantors,
403 Shelley Place,
Hattiesburg, MS 39401,
Telephone no. (601) 583-4444;

do hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi, a Municipal Corporation, Grantee,
214 West Front Street,
Hattiesburg, MS 39401,
Telephone No. 601-545-4642,

a Temporary Construction Easement described in Exhibit "B" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

INDEXING INSTRUCTIONS:

A part of Lot 41, Parkhaven North Subdivision, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, MS.

Inst. 691747
Bk 1131 Pg 0683

EXHIBIT "B"

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 41, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at a Found $\frac{1}{2}$ " Round Pipe representing the Northeast Corner of Lot 41, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N 666,602.526 feet and E 830,705.618 feet on the above referenced East Zone Grid;
- thence run S00°08'55"E along the East Line of said Lot 41 for 5.12 feet to a Point on the Proposed Southern Right of Way Line of West 4th Street and the Point of Beginning and having a Grid value of N 666,592.402 feet and E 830,705.632 feet on the above referenced East Zone Grid,
- thence continue S00°08'55"E along said East Line of said Lot 41 for 5.00 feet,
- thence run S89°55'53"W and parallel to the said Proposed Southern Right of Way Line for 118.83 feet to a Point on the said Proposed Southern Right of Way Line,
- thence run N44°55'53"E along the said Proposed Southern Right of Way Line for 7.07 feet,
- thence run N89°55'53"E along the said Proposed Southern Right of Way Line for 113.83 feet to the Point of Beginning,
- comprising 0.013 Acres, more or less.

Inst. 691747
Bk 1131 Pg 0687

gzw



City of Hattiesburg, MS

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

Master

File Number: 2012-0943

File ID: 2012-0943

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created:

Brief Title: Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way for the 4th Street Expansion Phase I, project No. HPP-7194-00-(003) LPA 105845-801000.

Final Action:

Minute Book Number: MB 2012-1/249

Title:

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase II, project No. HPP-7194-00-(003) LPA 105845-801000, as listed below:

Parcel	Deed/Easement	Name
Parcel 2-029E-04-110.00 Brackett	Deed	David Aaron Brackett & Gregory Keith
Parcel 2-029E-04-110.00 Brackett	Easement	David Aaron Brackett & Gregory Keith
Parcel 2-029E-04-112.00	Deed	Charles Hampton Cook, Sr.
Parcel 2-029E-04-113.00	Deed	Hamp Cook
Parcel 2-029E-04-114.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-115.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-116.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-117.00	Deed	Joel E Smith
Parcel 2-029E-04-118.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-119.00	Deed	Glyness L Keith
Parcel 2-029E-04-120.00 Kolinsky Craft	Deed	Nicholas John Kolinsky & Rheanne
Parcel 2-029E-04-121.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-123.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-124.00	Deed	DHT Land & Development, LLC
Parcel 2-029E-04-124.00	Easement	DHT Land & Development, LLC
Parcel 2-029E-04-125.00	Deed	DHT Land & Development, LLC
Parcel 2-029E-04-125.00	Easement	DHT Land & Development, LLC
Parcel 2-029L-09-023.00	Easement	Joel E Smith & Nita S Smith
Parcel 2-029L-09-018.00	Deed	Garry Loper
Parcel 2-029L-09-018.00	Easement	Garry Loper
Parcel 2-029L-09-018.00	Partial Release	Garry Loper
Parcel 2-029L-09-001.0	Deed	Willie T Barnes
Parcel 2-029L-09-001.0	Easement	Willie T Barnes
Parcel 2-029K-09-030.00	Easement	Frances Priscilla Turner
Parcel 2-029J-10-090.00	Deed	Pecanwood Investments, LP
Parcel 2-029J-10-090.00	Easement	Pecanwood Investments, LP

Notes:**Sponsors:****Enactment Date:****Attachments:** Recorded Deeds 3**Enactment Number:****Contact:****Meeting Date:** 07/17/2012**Drafter:** Sharon Waits**Effective Date:****History of Legislative File**

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	07/17/2012					

Text of Legislative File 2012-0943**Title**

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase II, project No. HPP-7194-00-(003) LPA 105845-801000, as listed below:

Parcel	Deed/Easement	Name
Parcel 2-029E-04-110.00	Deed	David Aaron Brackett & Gregory Keith Brackett
Parcel 2-029E-04-110.00	Easement	David Aaron Brackett & Gregory Keith Brackett
Parcel 2-029E-04-112.00	Deed	Charles Hampton Cook, Sr.
Parcel 2-029E-04-113.00	Deed	Hamp Cook
Parcel 2-029E-04-114.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-115.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-116.00	Deed	Joel E Smith & Nita S Smith
Parcel 2-029E-04-117.00	Deed	Joel E Smith
Parcel 2-029E-04-118.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-119.00	Deed	Glyness L Keith
Parcel 2-029E-04-120.00	Deed	Nicholas John Kolinsky & Rheanne Kolinsky Craft
Parcel 2-029E-04-121.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-123.00	Deed	Community Bank, Ellisville, MS
Parcel 2-029E-04-124.00	Deed	DHT Land & Development, LLC
Parcel 2-029E-04-124.00	Easement	DHT Land & Development, LLC
Parcel 2-029E-04-125.00	Deed	DHT Land & Development, LLC
Parcel 2-029E-04-125.00	Easement	DHT Land & Development, LLC
Parcel 2-029L-09-023.00	Easement	Joel E Smith & Nita S Smith
Parcel 2-029L-09-018.00	Deed	Garry Loper
Parcel 2-029L-09-018.00	Easement	Garry Loper
Parcel 2-029L-09-018.00	Partial Release	Garry Loper
Parcel 2-029L-09-001.0	Deed	Willie T Barnes
Parcel 2-029L-09-001.0	Easement	Willie T Barnes
Parcel 2-029K-09-030.00	Easement	Frances Priscilla Turner
Parcel 2-029J-10-090.00	Deed	Pecanwood Investments, LP
Parcel 2-029J-10-090.00	Easement	Pecanwood Investments, LP

Summary

Acknowledge receipt of fully executed and recorded deeds for easements and rights-of-way acquired for the 4th Street Expansion Phase II, project No. HPP-7194-00-(003) LPA 105875-801000.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**RIGHT OF WAY AND TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: David Aaron Brackett & Gregory Keith Brackett

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from the City of Hattiesburg: \$1675.00

Temporary Easement Offer of Just Compensation from the City of Hattiesburg: \$100.00

I have carefully reviewed the Right of Way and Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way and Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By: David Aaron Brackett
David Aaron Brackett

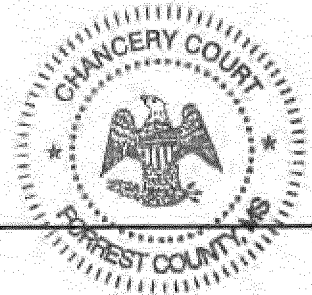
By: Gregory Keith Brackett
Gregory Keith Brackett

The City of Hattiesburg:

By: Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 6/18/12

Forrest County
Filed/Recorded JUNE 21 2012 09:50:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

David Aaron Brackett & Gregory Keith Brackett

304 Court Street
Hattiesburg, MS 39401

Phone: 228 265 4395

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Initial

DB GKB

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691732
Bk 1131 Pg 0667

FOR AND IN CONSIDERATION of One Thousand Six Hundred Seventy Five and 00/100 Dollars (\$1675.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 187.83 feet,
- thence run North 23.98 feet to the Southwest Corner of Grantor's Property at the Existing North Right of Way Line of West 4th Street for the **Point of Beginning**,
- thence run North 00 degrees 11 minutes 49 seconds West and along the West Line of Grantor's Property for 70.70 feet to the Northeast Corner of Grantor's Property,
- thence run North 82 degrees 07 minutes 03 seconds East and along the North Line of Grantor's Property for 15.39 feet,
- thence run South 00 degrees 12 minutes 26 seconds West for 70.80 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run North 89 degrees 31 minutes 05 seconds East and along said Proposed North Right of Way Line for 55.15 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 11 minutes 49 seconds East and along said East Line for 2.69 feet to said Existing North Right of Way Line,
- thence run North 89 degrees 49 minutes 04 seconds West and along said Existing North Right of Way Line for 69.90 feet to the **Point of Beginning**,
- comprising 0.03 Acres (1,207 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial



Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691732
Bk 1131 Pg 0668

WITNESS THE SIGNATURE of the Grantors on this, the 24 day of May, A.D., 2012.

Signature: David Aaron Brackett
DAVID AARON BRACKETT

Date: 24 May 2012

STATE OF MISSISSIPPI
COUNTY OF Yamander

24 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 24 day of May, 2012, within my jurisdiction, the within named **DAVID AARON BRACKETT** who acknowledged that he executed the above and foregoing instrument.

Michelle M. Robinson
NOTARY PUBLIC

My Commission Expires:



Initial DB, GKB

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691732
Bk 1131 Pg 0669

Signature:


GREGORY KEITH BRACKETT
5/24/12

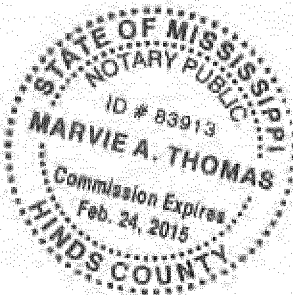
Date:

STATE OF MISSISSIPPI
COUNTY OF _____

24 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **GREGORY KEITH BRACKETT** who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

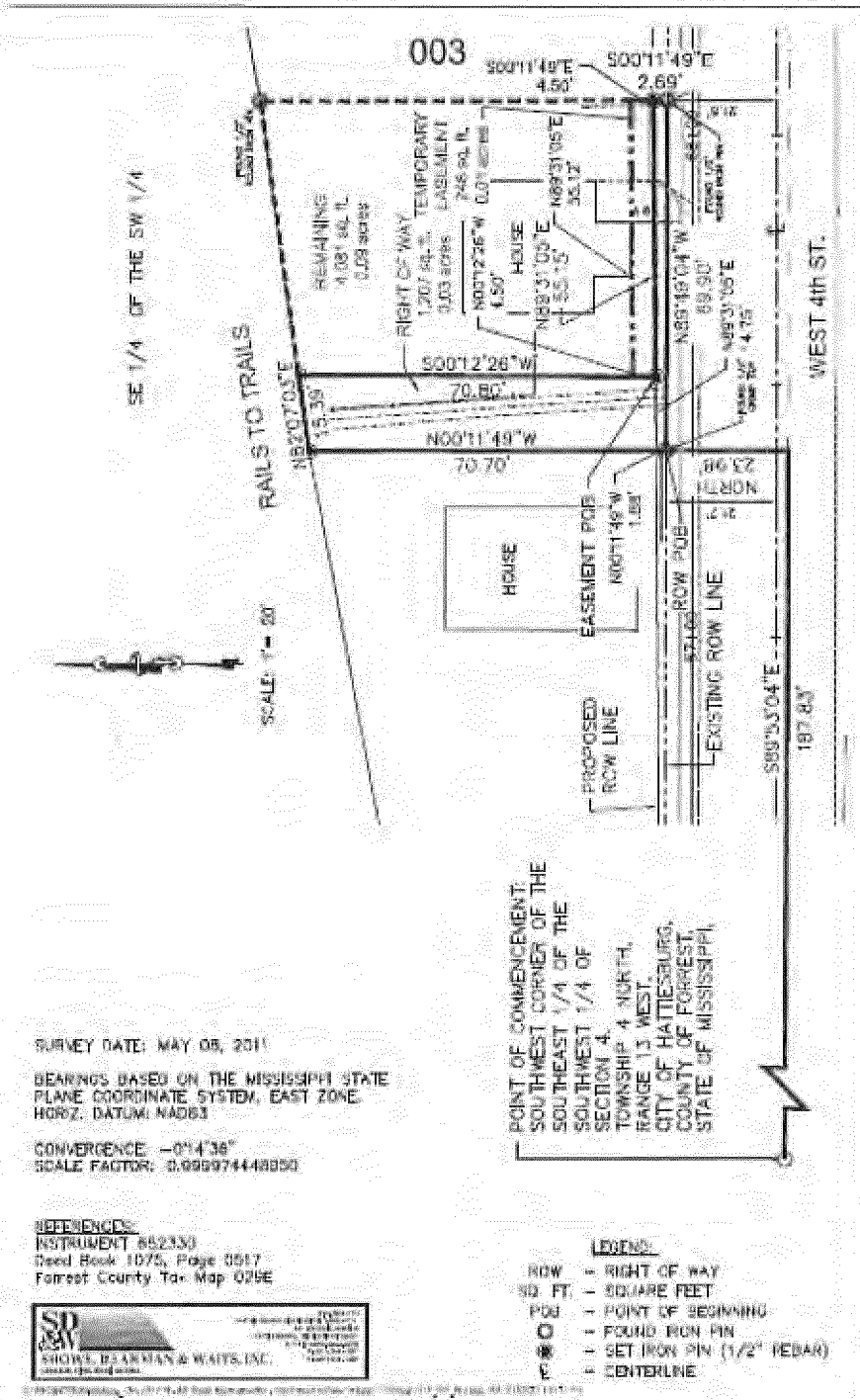


Initial 

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



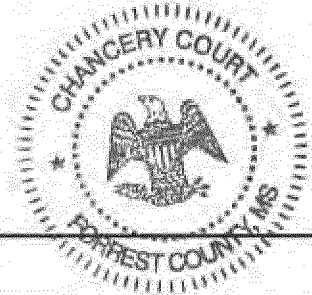
Initial DB, GKD

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691732
Bk 1131 Pg 0671

Forrest County
Filed/Recorded JUNE 21 2012 09:49:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

David Aaron Brackett & Gregory Keith Brackett
304 Courc Street
Hattiesburg, MS 39401
Phone: 228-265-4375

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: SE 1/4 of SW 1/4 of Section 4, Township 4 North, Range 13 West

Initial

RTJ GKB

Inst. 691731
Bk 1131 Pg 0662

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of One Hundred and 00/100 Dollars (\$100.00) the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 187.83 feet,
- thence run North 23.98 feet to the Southwest Corner of Grantor's Property,
- thence run North 00 degrees 11 minutes 49 seconds West and along the West Line of Grantor's Property for 1.88 feet,
- thence run North 89 degrees 31 minutes 05 seconds East for 14.75 feet to the **Point of Beginning**,
- thence run North 00 degrees 12 minutes 26 seconds East for 4.50 feet,
- thence run North 89 degrees 31 minutes 05 seconds East for 55.12 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 11 minutes 49 seconds East and along said East Line for 4.50 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 31 minutes 05 seconds West and along said Proposed North Right of Way Line for 55.15 feet to the **Point of Beginning**,
- comprising 0.01 Acres (248 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposed the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal

Initial



Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691731
Bk 1131 Pg 0663

representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 24 day of May, A.D., 2012.

Signature:

David Aaron Brackett
David Aaron Brackett

Date:

24 May 2012

STATE OF MISSISSIPPI

COUNTY OF Lamar

24 **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **David Aaron Brackett**, who acknowledged that he executed the above and foregoing instrument.

Michael M. Robinson
NOTARY PUBLIC

My Commission Expires:



Initial

DB, GRKB

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691731
Bk 1131 Pg 0664**

Signature:


Gregory Keith Brackett
5/24/12

Date:

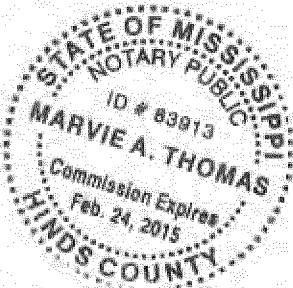
STATE OF MISSISSIPPI

COUNTY OF Hinds

24 **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Gregory Keith Brackett**, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:



Initial



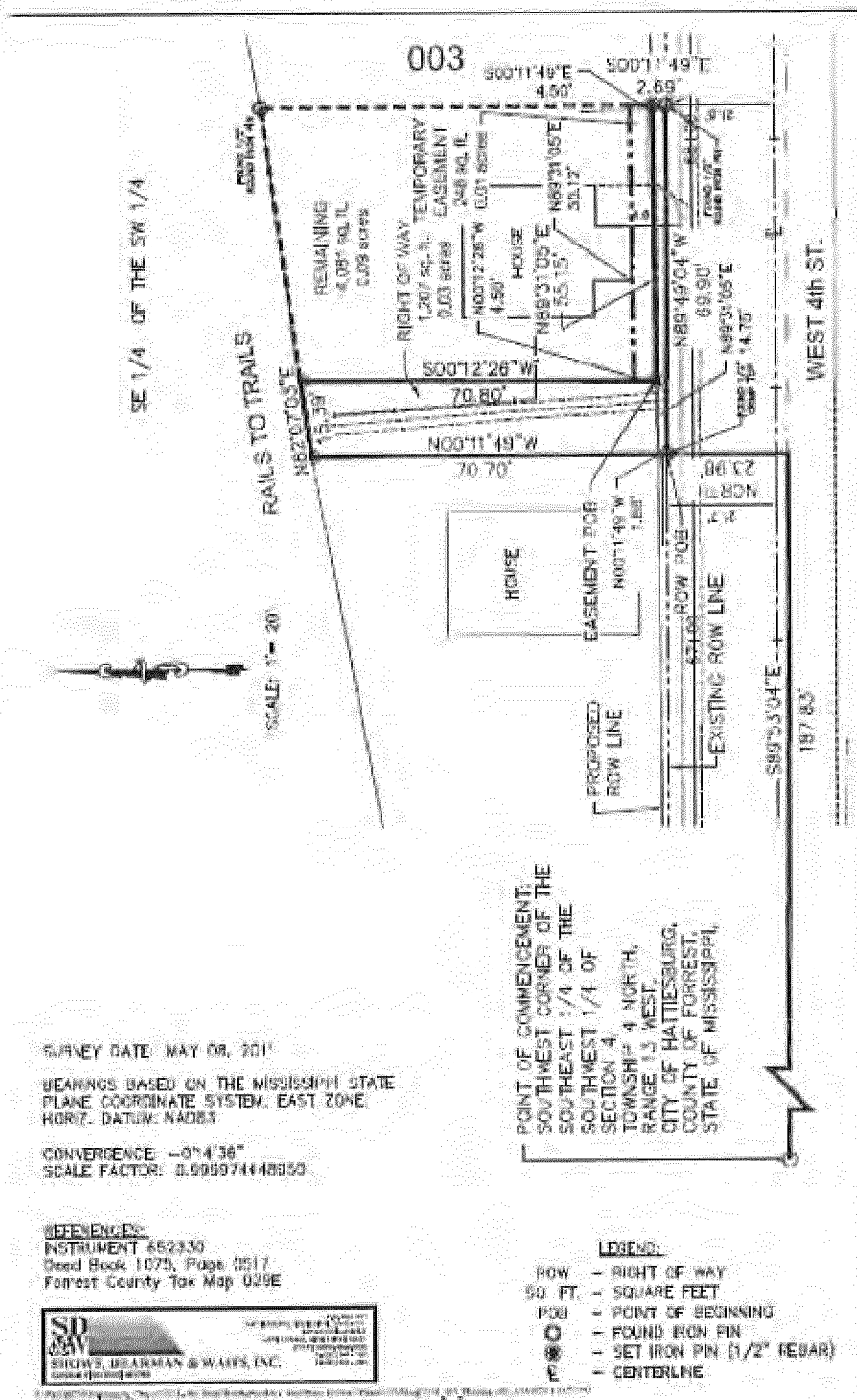
Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Page 4 of 5

Inst. 691731
Bk 1131 Pg 0665

EXHIBIT "A"



Initial DB, GKB

Project Parcel No. 3
County Parcel No. 2-029E-04-110.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691731
Bk 1131 Pg 0666

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Charles Hampton Cook, Sr.

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$269.50

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

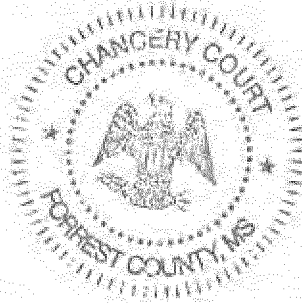
Owner:

By: Charles Hampton Cook, Sr.
Charles Hampton Cook, Sr.

The City of Hattiesburg:

By: Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 6/13/12



Forrest County
Filed/Recorded JUNE 14 2012 03:51:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:
Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Charles Hampton Cook, Sr.
Charles Hampton Cook, Sr.
3609 West Lake Rd.
Hattiesburg, Ms 39402
Phone: *601/264-6897*

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Initial *CAC*

**Inst. 691490
Bk 1131 Pg 0302**

Project Parcel No. 5
County Parcel No. 2-029E-04-112.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Two Hundred Sixty Nine and 50/100 Dollars (\$269.50) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 327.87 feet,
- thence run North for 23.97 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 50 minutes 33 seconds West and along the West Line of Grantor's Property for 3.36 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run North 89 degrees 31 minutes 05 seconds East and along said Proposed North Right of Way Line for 50.61 feet to the East Line of Grantor's Property,
- thence run South 01 degrees 31 minutes 34 seconds East and along said East Line for 3.87 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 54 seconds West and along said Existing North Right of Way Line for 50.66 feet to the **Point of Beginning**,
- comprising 0.004 Acres (183 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 10 day of May, A.D., 2012.

Signature:

Charles Hampton Cook, Sr.
Charles Hampton Cook, Sr.

Date:

May 10, 2012

Initial

CHC

**Inst. 691490
Bk 1131 Pg 0303**

Project Parcel No. 5
County Parcel No. 2-029E-04-112.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

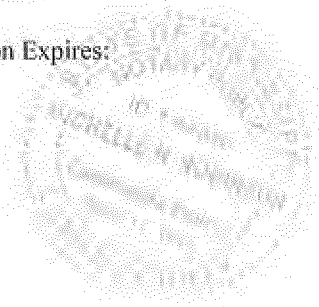
STATE OF MISSISSIPPI

COUNTY OF Yaman

5 **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Charles Hampton Cook, Sr.**, who acknowledged that he executed the above and foregoing instrument.

Michelle A. Robinson
NOTARY PUBLIC

My Commission Expires:



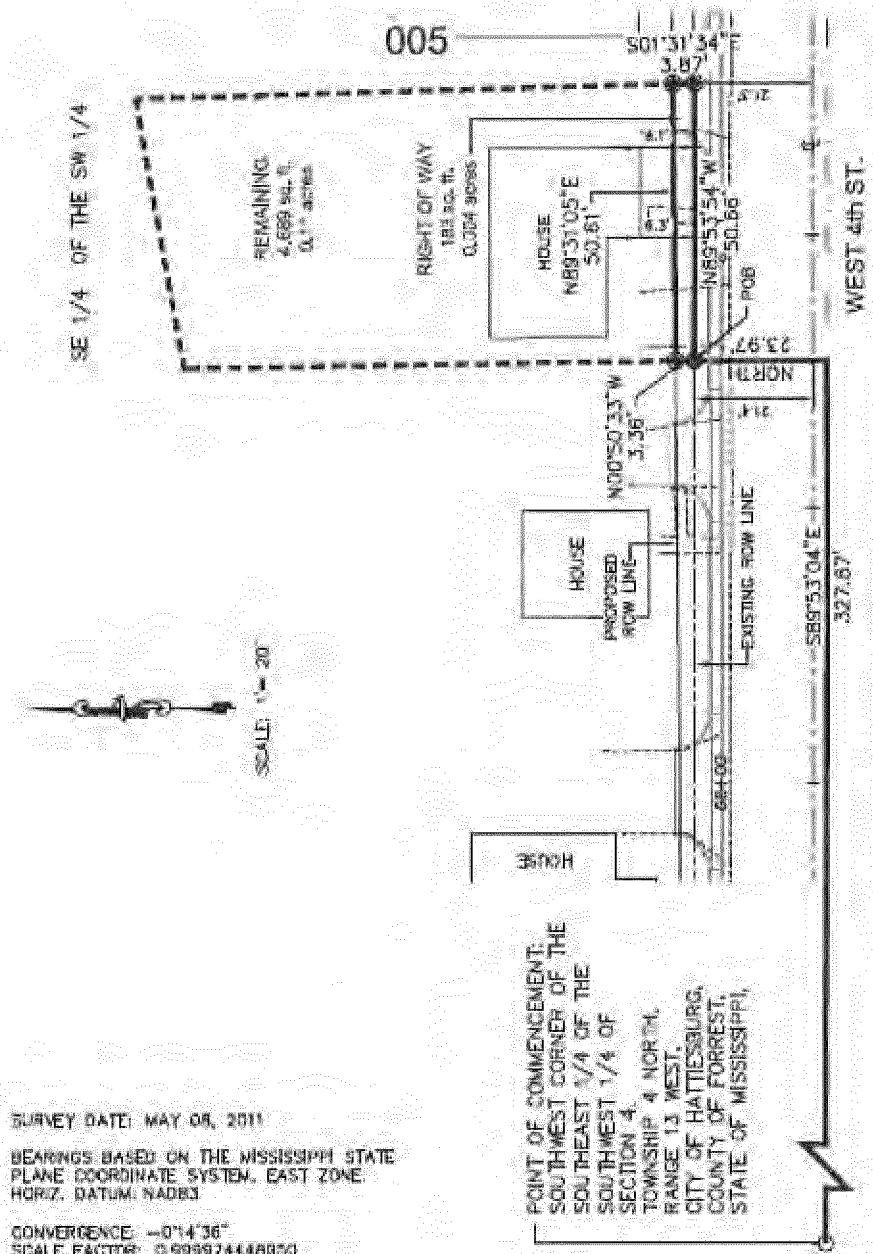
**Inst. 691490
Bk 1131 Pg 0304**

Initial CH

Project Parcel No. 5
County Parcel No. 2-029E-04-112.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



REFERENCES:
 INSTRUMENT 652350
 Deed Book 1075, Page 0517
 Forrest County Tax Map 025E



LEGEND:
 ROW = RIGHT OF WAY
 SQ. FT. = SQUARE FEET
 POB = POINT OF BEGINNING
 O = FOUND IRON PIN
 O = SET IRON PIN (1/2" REBAR)
 E = CENTERLINE

Initial CNC

Project Parcel No. 5
 County Parcel No. 2-029E-04-112.00

West Fourth Street Project-Phase 2
 Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691490
 Bk 1131 Pg 0305

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Hamp Cook

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$286.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By:

Hamp Cook
Hamp Cook

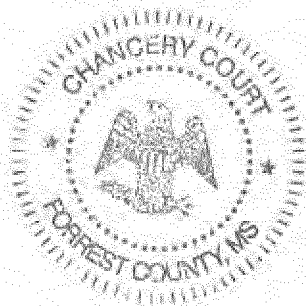
The City of Hattiesburg:

By:

Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

10/13/12



Forrest County
Filed/Recorded JUNE 14 2012 03:52:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Hamp Cook

Hamp Cook
369 West Lake Rd.
Hattiesburg, Ms. 39402
Phone: *(601) 264.6897*

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Inst. 691491
Bk 1131 Pg 0306

Initial

HC

Project Parcel No. 6
County Parcel No. 2-029E-04-113.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Two Hundred Eighty Six and 00/100 Dollars (\$286.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 378.53 feet,
- thence run North for 23.98 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 01 degrees 31 minutes 34 seconds West and along the West Line of Grantor's Property for 3.87 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run North 89 degrees 31 minutes 05 seconds East and along said Proposed North Right of Way Line for 50.61 feet to the East Line of Grantor's Property,
- thence run South 02 degrees 06 minutes 01 seconds East and along said East Line for 4.39 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 54 seconds West and along said Existing North Right of Way Line for 50.66 feet to the **Point of Beginning**,
- comprising 0.005 Acres (209 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 10 day of May, A.D., 2012.

Signature:

Hamp Cook
Hamp Cook

Date:

5/10/2012

Initial

HC

**Inst. 691491
Bk 1131 Pg 0307**

Project Parcel No. 6
County Parcel No. 2-029E-04-113.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

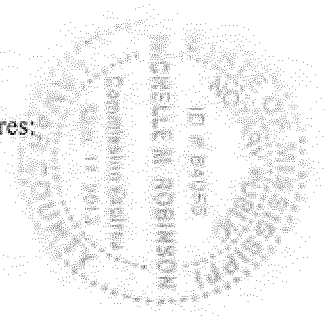
STATE OF MISSISSIPPI

COUNTY OF Yaman

10 **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Hamp Cook**, who acknowledged that he executed the above and foregoing instrument.

Michelle M. Robinson
NOTARY PUBLIC

My Commission Expires:



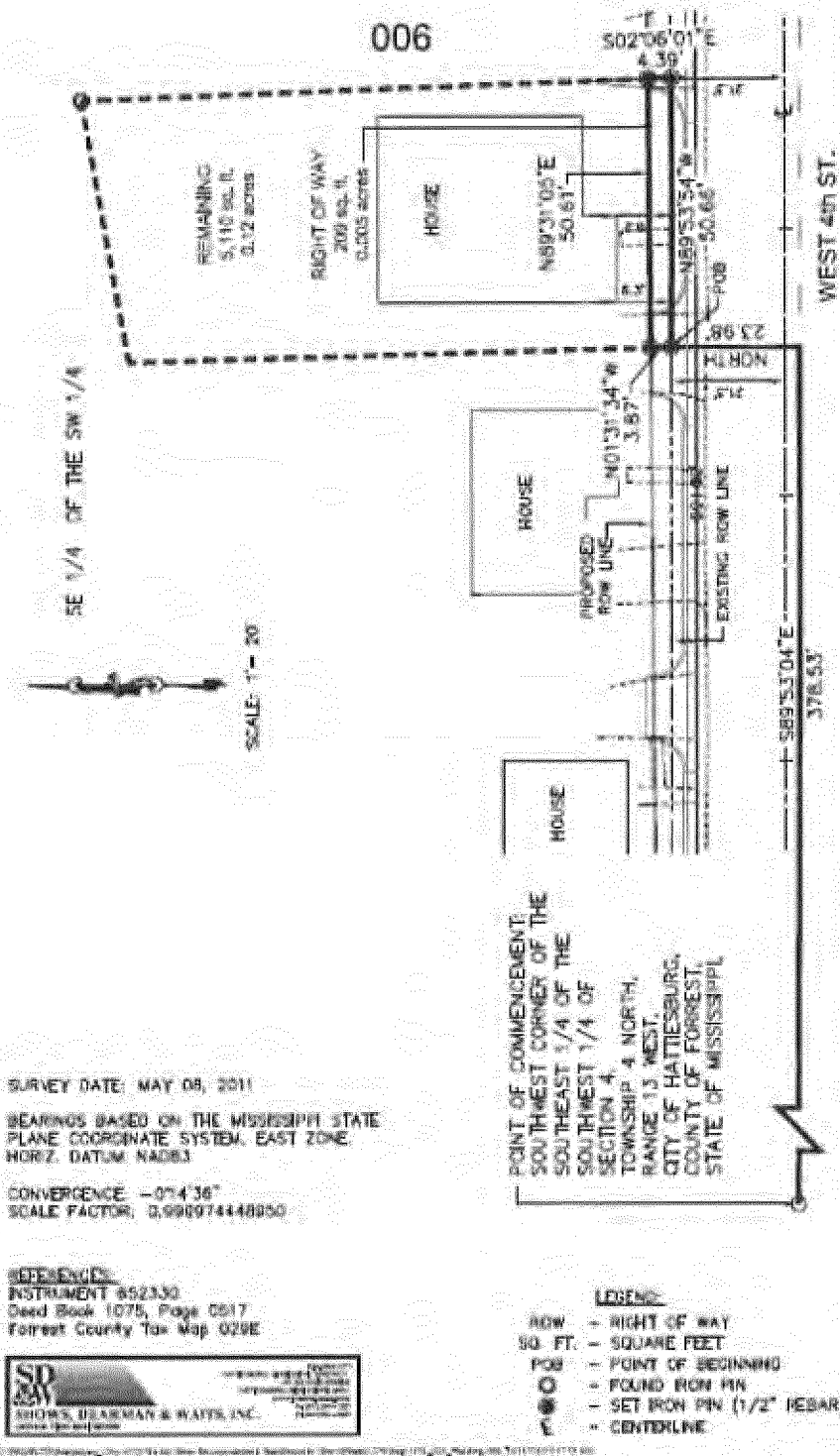
Inst. 691491
Bk 1131 Pg 0308

Initial He

Project Parcel No. 6
County Parcel No. 2-029E-04-113.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



Initial *HC*

Project Parcel No. 6
County Parcel No. 2-029E-04-113.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691491
Bk 1131 Pg 0309

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Joel E. Smith and Nita S. Smith

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$319.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

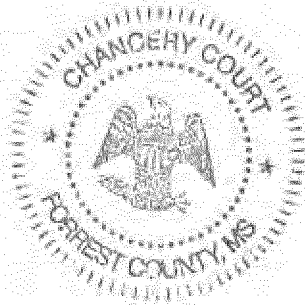
By: Joel E. Smith
Joel E. Smith

By: Nita S. Smith
Nita S. Smith

The City of Hattiesburg:

By: Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 6/14/12



Forrest County
Filed/Recorded JUNE 18 2012 09:54:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Joel E. Smith and wife, Nita S. Smith

871 Virginia AVE NE
Brookhaven, MS 39601

Phone: 1-601-833-4012

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Initial

JES *NSS*

Project Parcel No. 7
County Parcel No. 2-029E-04-114.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691575
Bk 1131 Pg 0439

FOR AND IN CONSIDERATION of Three Hundred Nineteen and 00/100 Dollars (\$319.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 429.20 feet,
- thence run North for 23.99 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 02 degrees 06 minutes 01 seconds West and along the West Line of Grantor's Property for 4.39 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run North 89 degrees 29 minutes 10 seconds East and along said Proposed North Right of Way Line for 56.82 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 58 minutes 45 seconds East and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 54 seconds West and along said Existing North Right of Way Line for 56.75 feet to the **Point of Beginning**,
- comprising 0.01 Acres (267 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 10th day of May, A.D., 2012.

Signature:

Joel E. Smith
Joel E. Smith

Signature:

Nita S. Smith
Nita S. Smith

Date:

5-10-12

Date:

5-10-12

Initial

JES NSS

Project Parcel No. 7

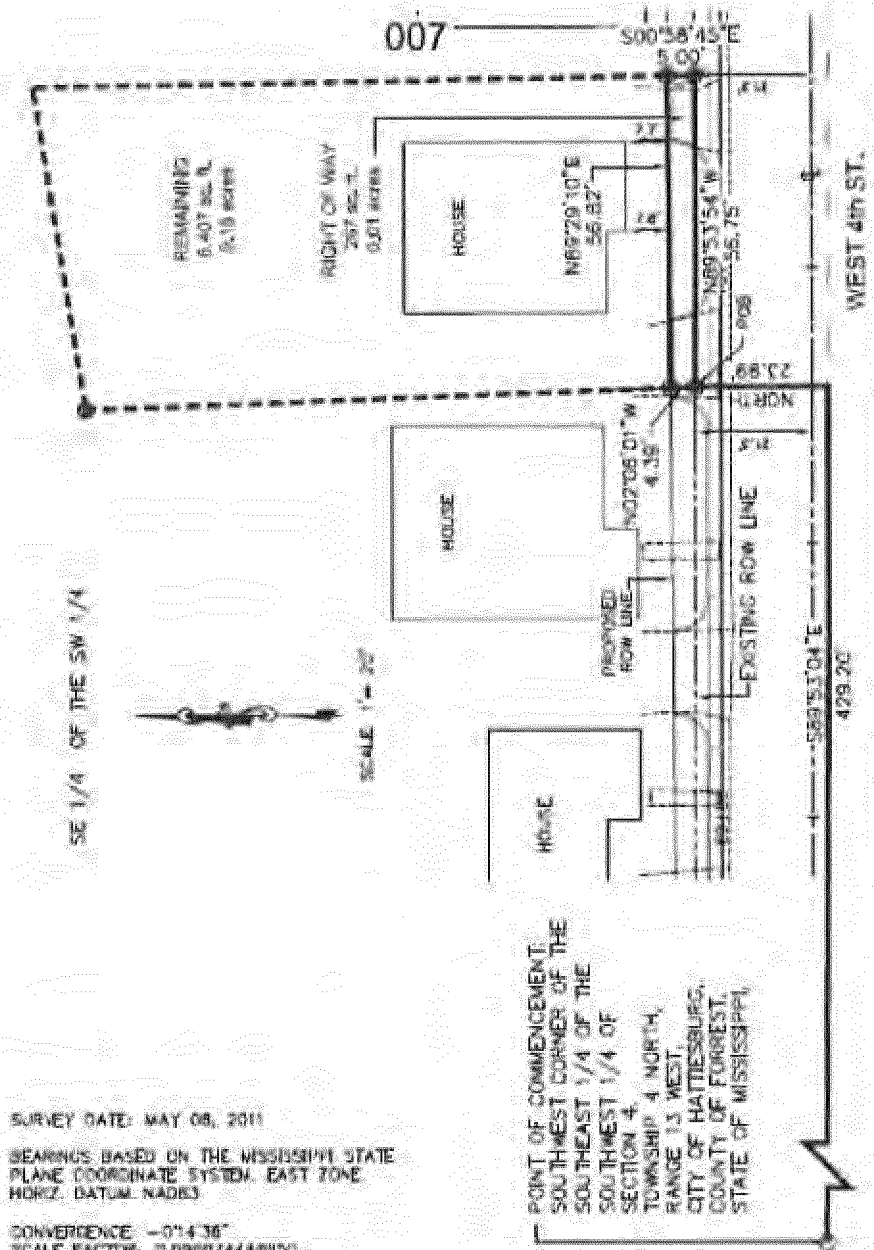
County Parcel No. 2-029E-04-114.00

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691575
Bk 1131 Pg 0440**

EXHIBIT "A"



SURVEY DATE: MAY 08, 2011

BEARINGS BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE
HORIZ. DATUM: NAD83

CONVERGENCE: -0°14'36"
SCALE FACTOR: 0.9999744188950

REFERENCE:
INSTRUMENT 652350
Deed Book 1075, Page 0511
Forrest County Tax Map 026E



POINT OF COMMENCEMENT
SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF THE
SOUTHWEST 1/4 OF
SECTION 4
TOWNSHIP 4 NORTH
RANGE 13 WEST
CITY OF HATTIESBURG,
COUNTY OF FORREST,
STATE OF MISSISSIPPI

- LEGEND:**
- ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - POB - POINT OF BEGINNING
 - O - FOUND IRON PIN
 - ⊙ - SET IRON PIN (1/2" HEDAR)
 - E - CENTERLINE

Initial JEL NSS

Project Parcel No. 7
County Parcel No. 2-029E-04-114.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691575
Bk 1131 Pg 0442**

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Joel E. Smith and Nita S. Smith

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$1166.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

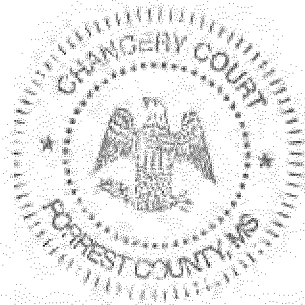
By: Joel E. Smith
Joel E. Smith

By: Nita S. Smith
Nita S. Smith

The City of Hattiesburg:

By: Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 6/14/12



Forrest County
Filed/Recorded JUNE 18 2012 09:56:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Joel E. Smith and wife, Nita S. Smith

671 Virginia Ave. N/E
Brookhaven, MS 39601

Phone: 601-833-4012

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Initial

JL, NSS

Inst. 691576
Bk 1131 Pg 0443

Project Parcel No. 8
County Parcel No. 2-029E-04-115.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of One Thousand One Hundred Sixty Six and 00/100 Dollars (\$1,166.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 485.94 feet,
- thence run North for 24.01 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 58 minutes 45 seconds West and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 53 minutes 57 seconds East and along said Proposed North Right of Way Line for 56.83 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 01 minutes 25 seconds East and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 54 seconds West and along said Existing North Right of Way Line for 56.75 feet to the **Point of Beginning**,
- comprising 0.01 Acres (284 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 10th day of May, A.D., 2012.

Signature: Joel E. Smith
Joel E. Smith

Signature: Nita S. Smith
Nita S. Smith

Date: 5-10-12

Date: 5-10-12

Initial JES, NSS

Project Parcel No. 8
County Parcel No. 2-029E-04-115.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691576
Bk 1131 Pg 0444**

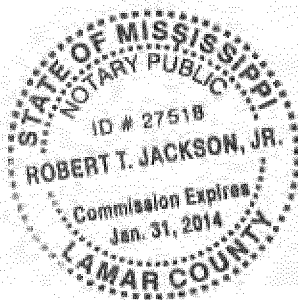
STATE OF MISSISSIPPI

COUNTY OF Forsyth

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10th day of May, 2012, within my jurisdiction, the within named **Joel E. Smith and wife, Nita S. Smith**, who acknowledged that they executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:



Inst. 691576
Bk 1131 Pg 0445

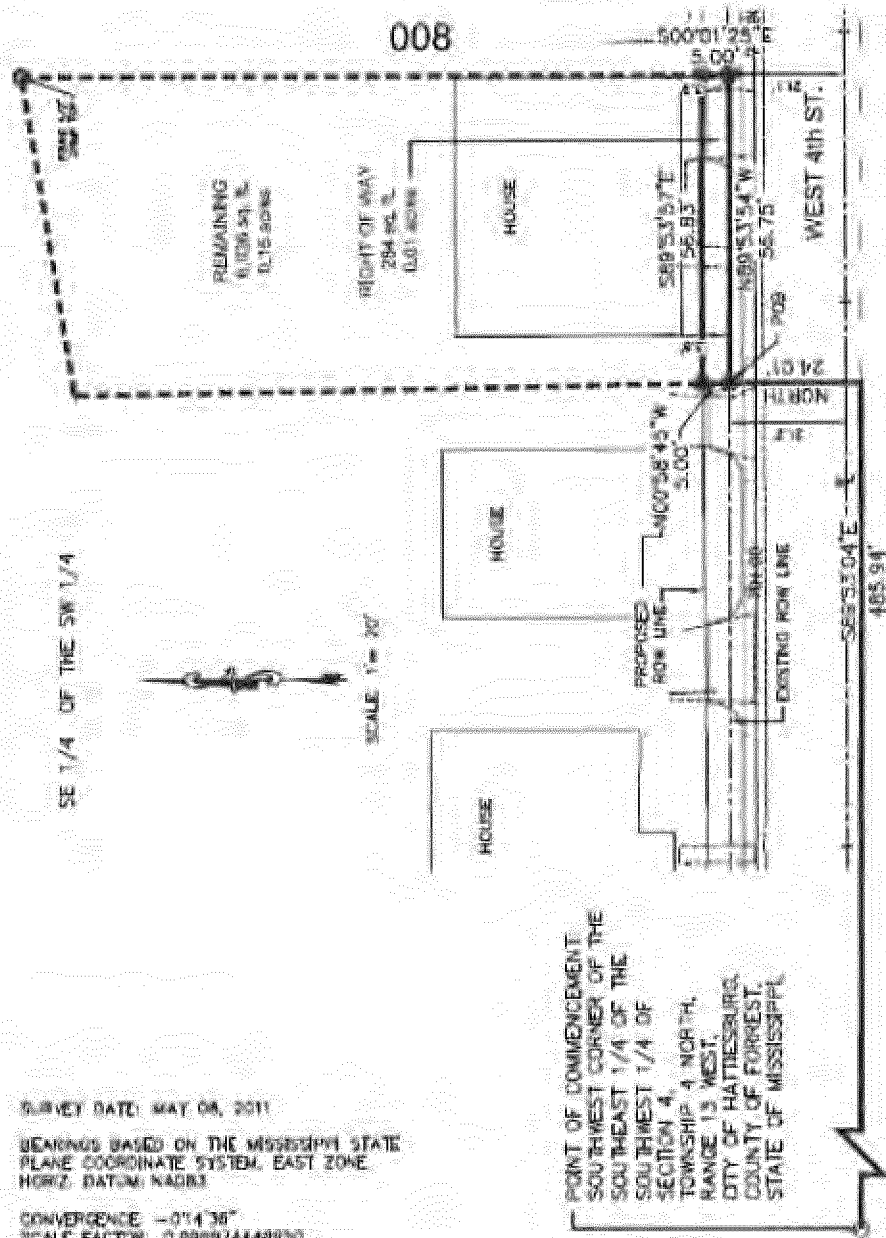
Initial

JS NSS

Project Parcel No. 8
County Parcel No. 2-029E-04-115.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



EXPIRY DATE: MAY 08, 2011

HEADING BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE
HORIZ. DATUM: NAD83

CONVERGENCE - 0"4 30"
SCALE FACTOR: 0.000074448030

REFERENCE

INSTRUMENT 619330
Deed Book 1075, Page 0517
Forest County Tax Map 029E



11111111

- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- POB - POINT OF BEGINNING
- O - FOUND IRON PIN
- IB - SET IRON PIN (1/2" REBAR)
- E - CENTERLINE

Initial

Project Parcel No. 8
County Parcel No. 2-029E-04-115.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691576
Bk 1131 Pg 0446

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Joel E. Smith and Nita S. Smith

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$913.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By:

Joel E. Smith
Joel E. Smith

By:

Nita S. Smith
Nita S. Smith

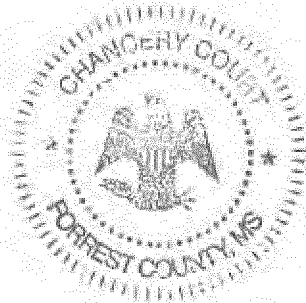
The City of Hattiesburg:

By:

Robert T. Jackson Jr.
Robert T. Jackson Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

6/14/12



Forrest County
Filed/Recorded JUNE 18 2012 09:58:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:
Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Joel E. Smith and wife, Nita S. Smith
671 Virginia AVE
Brookhaven MS 39601
Phone: 1-601-833-4012

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Initial

JS NSS

Project Parcel No. 9
County Parcel No. 2-029E-04-116.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691577
Bk 1131 Pg 0447**

FOR AND IN CONSIDERATION of Nine Hundred Thirteen and 00/100 Dollars (\$913.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 542.69 feet,
- thence run North for 24.02 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 01 minutes 25 seconds West and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 53 minutes 54 seconds East and along said Proposed North Right of Way Line for 100.01 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 08 minutes 28 seconds West and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 54 seconds West and along said Existing North Right of Way Line for 100.00 feet to the **Point of Beginning**,
- comprising 0.01 Acres (500 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 10th day of May, A.D., 2012.

Signature:

Joel E. Smith
Joel E. Smith

Signature:

Nita S. Smith
Nita S. Smith

Date:

5-10-12

Date:

5-10-12

Initial

JES, NSS

Project Parcel No. 9

County Parcel No. 2-029E-04-116.00

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691577
Bk 1131 Pg 0448**

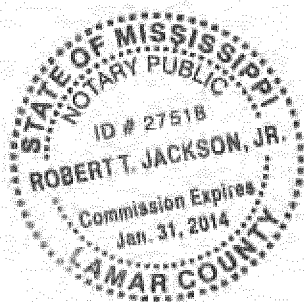
STATE OF MISSISSIPPI

COUNTY OF Forrest

10th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Joel E. Smith and wife, Nita S. Smith**, who acknowledged that they executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:



Inst. 691577
Bk 1131 Pg 0449

Initial

JES, NSS

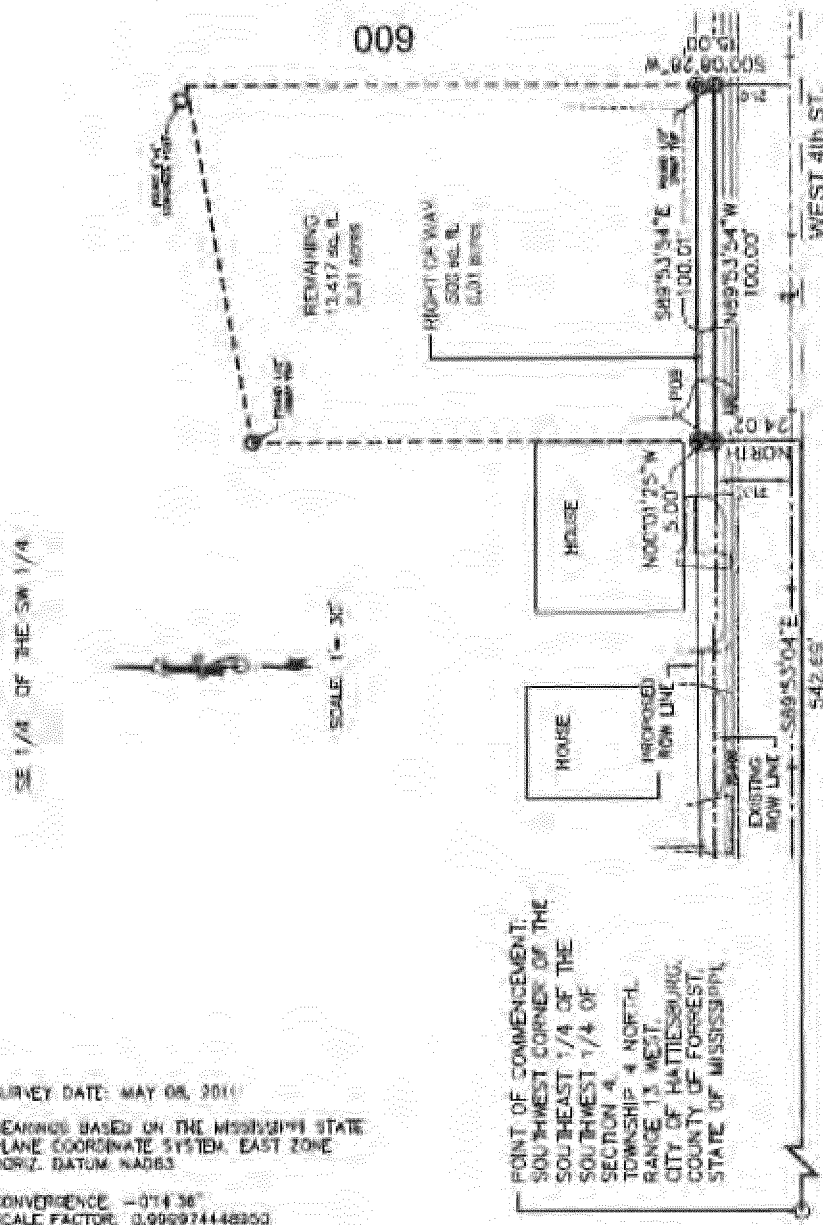
Project Parcel No. 9

County Parcel No. 2-029E-04-116.00

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



REFERENCES:
INSTRUMENT 882,100
Deed Book 1075, Page 0517
Forrest County Tax Map 028E



LEGEND:

- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- POB - POINT OF BEGINNING
- - FOUND IRON PIN
- - SET IRON PIN (1/2" REBAR)
- - CENTERLINE

Initial *VEL*, *NSS*

Project Parcel No. 9
County Parcel No. 2-029E-04-116.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691577
Bk 1131 Pg 0450

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Joel E. Smith

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$1122.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By:


Joel E. Smith

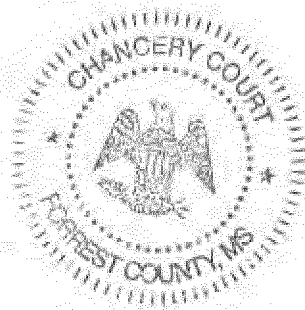
The City of Hattiesburg:

By:


Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

6/14/12



Forrest County
Filed/Recorded JUNE 18 2012 10:02:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Joel E. Smith

671 Virginia AV NE
Brookhaven, MS 39601

Phone: 1-601-833-7012

WARRANTY DEED

INDEXING INSTRUCTIONS: Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West

Inst. 691579
Bk 1131 Pg 0451

Initial

Project Parcel No. 10
County Parcel No. 2-029E-04-117.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of One Thousand One Hundred Twenty Two and 00/100 Dollars (\$1122.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Southwest Corner of said Southeast 1/4 of the Southwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the South Line of said Southeast 1/4 of the Southwest 1/4 for 642.69 feet,
- thence run North for 24.04 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 08 minutes 28 seconds East and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 54 minutes 06 seconds East and along said Proposed North Right of Way Line for 89.89 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 18 minutes 00 seconds West and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 54 minutes 06 seconds West and along said Existing North Right of Way Line for 89.88 feet to the **Point of Beginning**,
- comprising 0.01 Acres (449 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

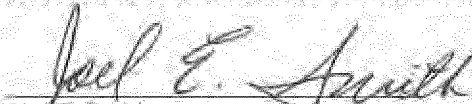
The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 10th day of May, A.D., 2012.

Signature:


Joel E. Smith

Date:

5-10-12

Initial



Project Parcel No. 10
County Parcel No. 2-029E-04-117.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691579
Bk 1131 Pg 0452**

STATE OF MISSISSIPPI

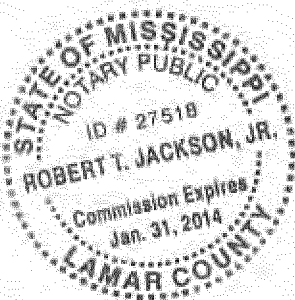
COUNTY OF Forrest

10th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Joel E. Smith**, who acknowledged that he executed the above and foregoing instrument.



NOTARY PUBLIC

My Commission Expires:



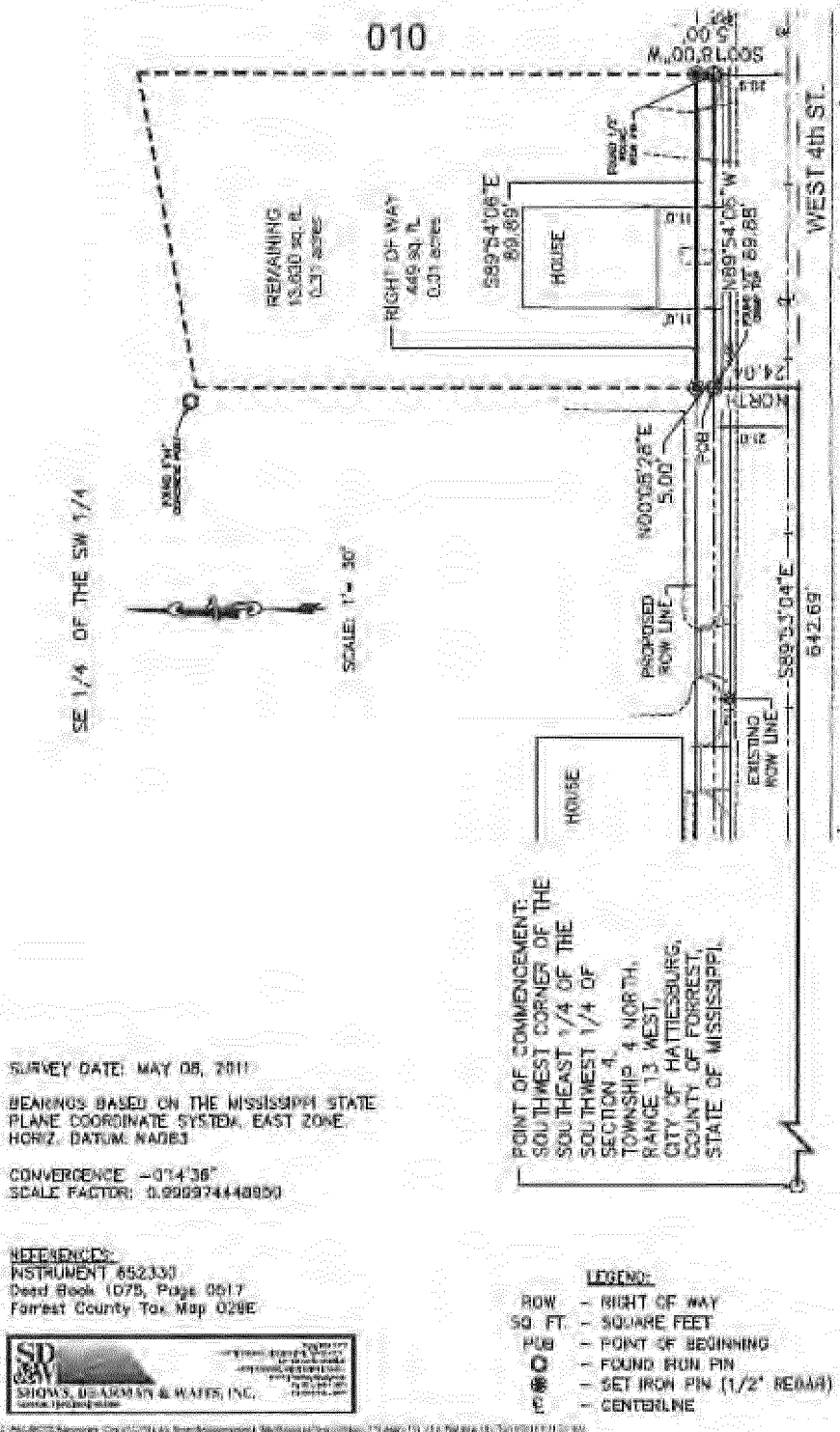
Inst. 691579
Bk 1131 Pg 0453

Initial 

Project Parcel No. 10
County Parcel No. 2-029E-04-117.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



Initial

Project Parcel No. 10
County Parcel No. 2-029E-04-117.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691579
Bk 1131 Pg 0454

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Community Bank

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$445.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

Community Bank, Ellisville, Mississippi

By: Bob H. Fredric

Print: LEE H. FREDRIC, VICE CHAIRMAN - ADMINISTRATION

The City of Hattiesburg:

By: Robert T. Jackson, Jr.

Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 5-17-12

Project Parcel No. 11

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

Forrest County
Filed/Recorded MAY 21 2012 09:44:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Community Bank, Ellisville, Mississippi
P.O. Box 17617
Hattiesburg, MS 39404-7617
Phone: 601-268-0893

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 7, Block 1, Bounds Addition

Initial

Inst. 690392
Bk 1129 Pg 0285

Project Parcel No. 11
County Parcel No. 2-029E-04-118.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Four Hundred Forty Five and 00/100 Dollars (\$445.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of Lot 7, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 1/2 Inch Round Iron Pin the Southwest Corner of said Lot 7, said Iron Pin also being the **Point of Beginning**;
- thence run North 00 degrees 18 minutes 00 seconds East and along the West Line of said Lot 7 for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 53 minutes 15 seconds East and along said Proposed North Right of Way Line for 52.57 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 17 minutes 59 seconds West and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 15 seconds West and along said Existing North Right of Way Line for 52.57 feet to the **Point of Beginning**,
- comprising 0.006 Acres (263 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 3 day of May, A.D., 2012.

COMMUNITY BANK, ELLISVILLE, MISSISSIPPI

BY: [Signature]

PRINT: LEE N. FEDRIC

TITLE: VICE CHAIRMAN - ADMINISTRATION

Initial [Signature]

**Inst. 690392
Bk 1129 Pg 0286**

Project Parcel No. 11
County Parcel No. 2-029E-04-118.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

STATE OF MISSISSIPPI

COUNTY OF Lamar

vc of May Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of May, 2012, within my jurisdiction, the within named Lee H Fedric, who acknowledged that (he) (she) is Robin of Community Bank, Ellisville, Mississippi and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:



Adelle R. Martin
NOTARY PUBLIC

Initial

RH

Inst. 690392
Bk 1129 Pg 0287

Project Parcel No. 11
County Parcel No. 2-029E-04-118.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"

011

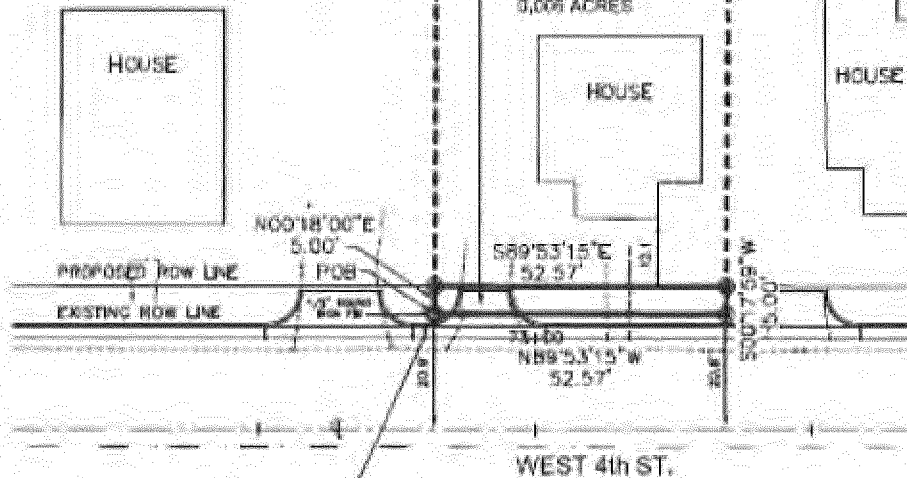


SCALE: 1" = 20'

SURVEY DATE: MAY 08, 2011
 BEARINGS BASED ON THE MISSISSIPPI STATE
 PLANE COORDINATE SYSTEM, EAST ZONE
 HORIZ. DATUM: NAD83
 CONVERGENCE: -0°14'38"
 SCALE FACTOR: 0.999974448950

REFERENCES

Deed Book 919, Page 233
 Forrest County Tax Map 028E
 Bounds Addition Subdivision Plat



POINT OF COMMENCEMENT:
 THE SOUTHWEST CORNER
 OF LOT 7, BOUNDS
 ADDITION,
 CITY OF HATTIESBURG,
 COUNTY OF FORREST,
 STATE OF MISSISSIPPI



LEGEND

- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- POB - POINT OF BEGINNING
- O - FOUND IRON PIN
- ⊗ - SET IRON PIN (1/2" REBAR)
- E - CENTERLINE

Initial

[Handwritten signature]

Project Parcel No. 11
 County Parcel No. 2-029E-04-118.00

West Fourth Street Project-Phase 2
 Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 690392
 Bk 1129 Pg 0288

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Glyness L. Keith

Purchaser: The City of Hattiesburg

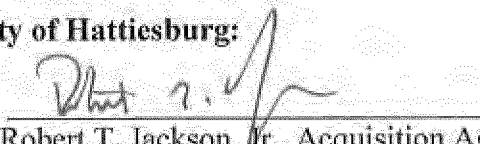
Right of Way Offer of Just Compensation from The City of Hattiesburg: \$695.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

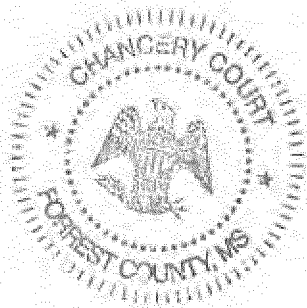
Owner:

By: 
Glyness L. Keith

The City of Hattiesburg:

By: 
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 01/13/12



Forrest County
Filed/Recorded JUNE 14 2012 03:47:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Glyness L. Keith

31 MACHERAL DR.
HATTIESBURG MS
39402

Phone: 601-264-8714

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 7, Block 1, Bounds Addition

Inst. 691488
Bk 1131 Pg 0294

Initial

RLK

Project Parcel No. 12
County Parcel No. 2-029E-04-119.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Six Hundred Ninety Five and 00/100 Dollars (\$695.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of Lot 7, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 1/2 Inch Round Iron Pin at the Southwest Corner of said Lot 7,
- thence run South 89 degrees 53 minutes 15 seconds East and along the Existing North Right of Way Line of West 4th Street for 52.57 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 17 minutes 59 seconds East and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 53 minutes 15 seconds East and along said Proposed North Right of Way Line for 50.07 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 18 minutes 00 seconds West and along said East Line for 5.00 feet to said Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 15 seconds West and along said Existing North Right of Way Line for 50.07 feet to the **Point of Beginning**,
- comprising 0.006 Acres (250 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 16 day of May, A.D., 2012.

Signature:


Glyness L. Keith

Date:

May 16, 2012

Initial



Project Parcel No. 12
County Parcel No. 2-029E-04-119.00

Inst. 691488
Bk 1131 Pg 0295

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

STATE OF MISSISSIPPI

COUNTY OF Yaman

10 **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Glyness L. Keith**, who acknowledged that he executed the above and foregoing instrument.

Michelle M Robinson
NOTARY PUBLIC

My Commission Expires:



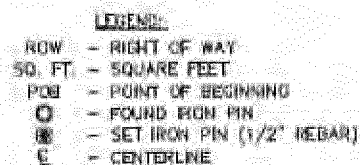
Inst. 691488
Bk 1131 Pg 0296

Initial SK

Project Parcel No. 12
County Parcel No. 2-029E-04-119.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

012



Inst. 691488
Bk 1131 Pg 0297

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: NICHOLAS JOHN KOLINSKY

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$ 525.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By:

Print:

NICHOLAS JOHN KOLINSKY

The City of Hattiesburg:

By:

Robert T. Jackson Jr.
Robert T. Jackson Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

5-3-12

Project Parcel No. 13

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: RHEANNE KOLINSKY LEG CRAFT

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$ 525.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By:

Print:

RHEANNE KOLINSKY CRAFT
RHEANNE KOLINSKY CRAFT

The City of Hattiesburg:

By:

Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

5-3-12

Project Parcel No. 13

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Nicholas John Kolinsky and Rheanne Kolinsky Craft

2106 HARDY ST
HATTIESBURG, MS
39403
Phone: (601) 544-5987

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 7, Block I, Bounds Addition

Initial

NPJ, JAC

Project Parcel No. 13
County Parcel No 2-029E-04-120.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Five Hundred Twenty Five and 00/100 Dollars (\$525.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of Lot 7, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 1/2 Inch Round Iron Pin at the Southwest Corner of said Lot 7,
- thence run South 89 degrees 53 minutes 15 seconds East and along the Proposed North Right of Way Line of West 4th Street for 102.64 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 18 minutes 00 seconds East and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 53 minutes 15 seconds East and along said Proposed North Right of Way Line for 85.01 feet to the East Line of said Lot 7,
- thence run South 00 degrees 14 minutes 43 seconds West and along said East Line for 5.00 feet to said Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 53 minutes 15 seconds West and along said Existing North Right of Way Line for 85.02 feet to the **Point of Beginning**,
- comprising 0.010 Acres (425 Square Feet), more or less.

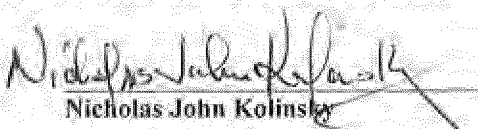
It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

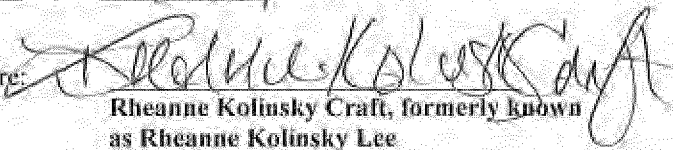
The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 28 day of MARCH, A.D., 2012.

Signature: 
Nicholas John Kolinsky

Signature: 
Rheanne Kolinsky Craft, formerly known
as Rheanne Kolinsky Lee

Date: 3-28-12

Date: 3-28-12

Initial 

Project Parcel No. 13
County Parcel No 2-029E-04-120.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

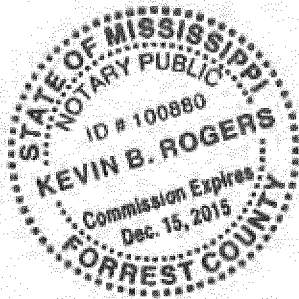
STATE OF MISSISSIPPI

COUNTY OF FORREST

28th day of MARCH, 2012, within my jurisdiction, the within named Nicholas John Kolinsky and Rheanne Kolinsky Craft (formerly known as Rheanne Kolinsky Lee), who acknowledged that they executed the above and foregoing instrument.

Kevin B. Rogers
NOTARY PUBLIC

My Commission Expires:



Initial

NJL RLC

Project Parcel No. 13
County Parcel No 2-029E-04-120.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

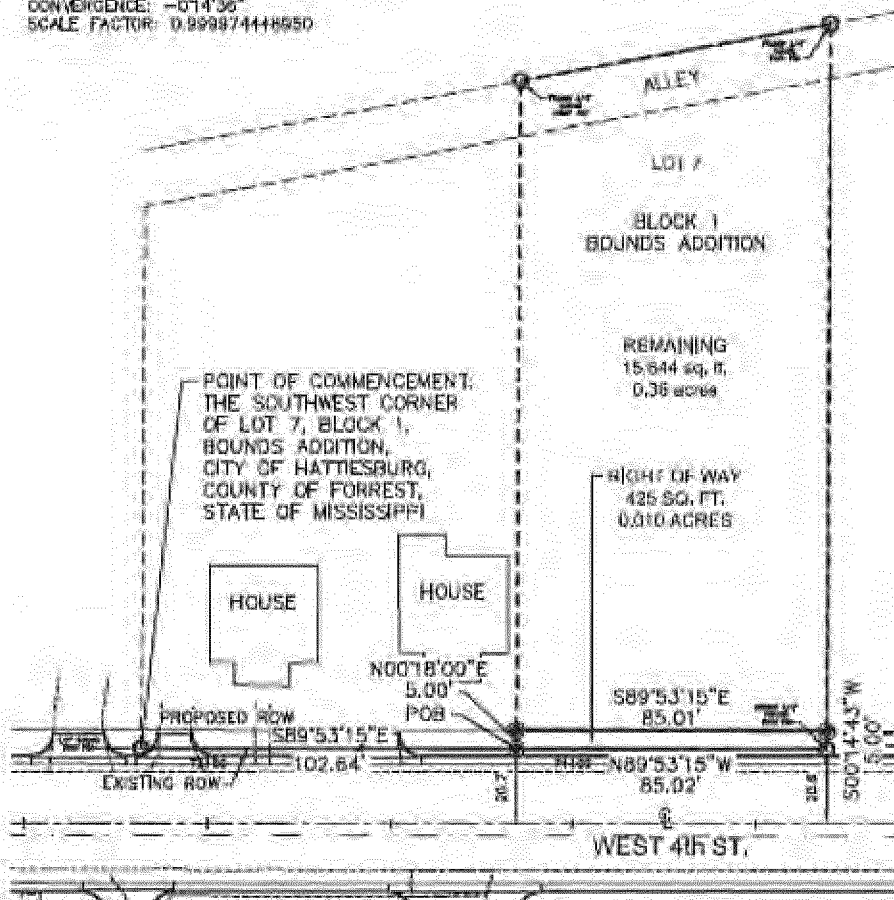
EXHIBIT "A"

013



SCALE: 1" = 30'

SURVEY DATE: May 08, 2013
BEARINGS BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE
HORIZ. DATUM: NAD83
CONVERGENCE: -014'36"
SCALE FACTOR: 0.999874448850



REFERENCES:
Deed Book 359, Page 336
Forrest County Tax Map 02DE
Bounds Addition Subdivision Plat



LEGEND:

- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- POB - POINT OF BEGINNING
- - FOUND IRON PIN
- ⊗ - SET IRON PIN (1/2" REBAR)
- C - CENTERLINE

Initial

NKC

Project Parcel No. 13
County Parcel No 2-029E-04-120.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Community Bank

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$655.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

Community Bank, Ellisville, Mississippi

By: [Signature]

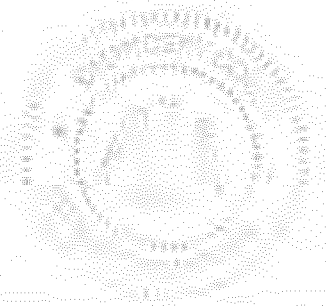
Print: LEO H. FEDRICO, VICE CHAIRMAN - ADMINISTRATION

The City of Hattiesburg:

By: [Signature]
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 5-17-12

Forrest County
Filed/Recorded MAY 21 2012 09:45:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Community Bank, Ellisville, Mississippi

P.O. Box 17617

Hattiesburg, MS 39404-7617

Phone: 601-268-0883

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 6, Block 1, Bounds Addition

Inst. 690393
Bk 1129 Pg 0289

Initial 

Project Parcel No. 14
County Parcel No. 2-029E-04-121.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Six Hundred Fifty Five and 00/100 Dollars (\$655.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of Lot 6, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 3/4 Inch Round Iron Pin at the Southwest Corner of said Lot 6, said Point also being the **Point of Beginning**;
- thence run North 00 degrees 14 minutes 43 seconds East and along the West Line of said Lot 6 for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 56 minutes 49 seconds East and along said Proposed North Right of Way Line for 109.05 feet to the East Line of said Lot 6,
- thence run South 00 degrees 28 minutes 49 seconds West and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 56 minutes 49 seconds West and along said Existing North Right of Way Line for 109.03 feet to the **Point of Beginning**,
- comprising 0.013 Acres (545 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 30th day of MARCH, A.D., 2012.

COMMUNITY BANK, ELLISVILLE, MISSISSIPPI

BY: Lee H. Fedric

PRINT: LEE H. FEDRIC

TITLE: Vice Chairman - Administration

Initial LF

Project Parcel No. 14
County Parcel No. 2-029E-04-121.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 690393
Bk 1129 Pg 0290

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of MARCH, 2012, within my jurisdiction, the within named LEE H. FERRIC, who acknowledged that (he) (she) is VP-ADMINISTRATOR of Community Bank, Ellisville, Mississippi and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Kevin B. Rogers
NOTARY PUBLIC

My Commission Expires:



Initial LF

**Inst. 690393
Bk 1129 Pg 0291**

Project Parcel No. 14
County Parcel No. 2-029E-04-121.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"

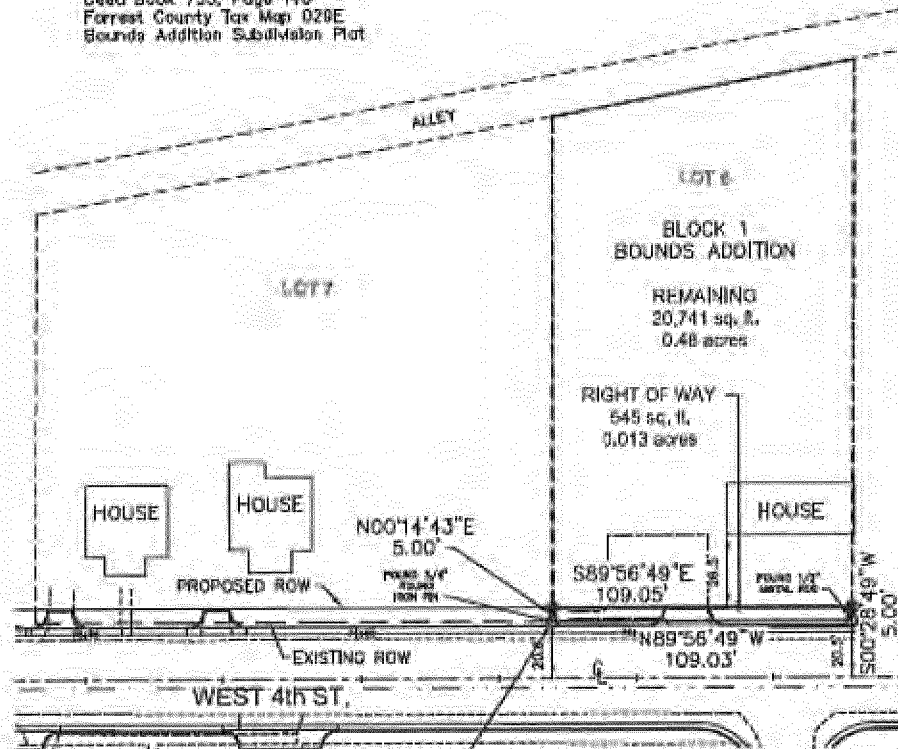
014



SURVEY DATE: May 08, 2011
BEARINGS BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE
HORIZ. DATUM: NAD83
CONVERGENCE: -0°14'36"
SCALE FACTOR: 0.999974448950

SCALE: 1" = 40'

REFERENCES:
Deed Book 755, Page 140
Forrest County Tax Map 020E
Bounds Addition Subdivision Plat



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Initial

[Signature]

Project Parcel No. 14
County Parcel No. 2-029E-04-121.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 690393
Bk 1129 Pg 0292

**RIGHT OF WAY
CLOSING STATEMENT**

Owner: Community Bank

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from The City of Hattiesburg: \$690.00

I have carefully reviewed the Right of Way Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

Community Bank, Ellisville, Mississippi

By: [Signature]

Print: LEE H FERRIC, VICE CHAIRMAN - ADMINISTRATION

The City of Hattiesburg:

By: [Signature]
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 5-17-12

Project Parcel No. 16 (Lots 3+4, Block 1)
West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Forrest County
Filed/Recorded MAY 21 2012 09:47:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:
Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Community Bank, Ellisville, Mississippi
P.O. Box 17617
Hattiesburg, MS 39404-7617
Phone: 601-268-0883

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 3 and Lot 4, Block 1, Bounds Addition

**Inst. 690394
Bk 1129 Pg 0293**

Initial

RTJ

Project Parcel No. 16
County Parcel No. 2-029E-04-123.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Six Hundred Ninety and 00/100 Dollars (\$690.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of Lot 3 and Lot 4, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 1/2 Inch Metal Rod at the Southwest Corner of Lot 5 of said Bounds Addition;
- thence run South 89 degrees 55 minutes 07 seconds East and along the Existing North Right of Way Line of West 4th Street for 84.95 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 37 minutes 53 seconds East and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run North 89 degrees 58 minutes 15 seconds East and along said Proposed North Right of Way Line for 58.63 feet to the East Line of Grantor's Property,
- thence run South 00 degrees 43 minutes 33 seconds West and along said East Line for 5.00 feet to the Existing North Right of Way Line of West 4th Street,
- thence run South 89 degrees 58 minutes 15 seconds West and along said Existing North Right of Way Line for 58.63 feet to the **Point of Beginning**,
- comprising 0.007 Acres (293 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 30th day of MARCH, A.D., 2012.

COMMUNITY BANK, ELLISVILLE, MISSISSIPPI

BY:



PRINT:

LEE H. FEDRIC

TITLE:

VICE CHAIRMAN - ADMINISTRATION

Initial



Project Parcel No. 16

County Parcel No. 2-029E-04-123.00

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 690394
Bk 1129 Pg 0294

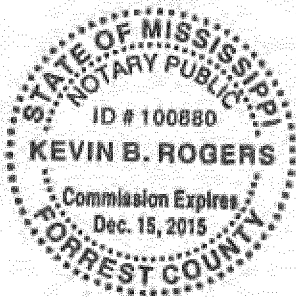
STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of MARCH, 2012, within my jurisdiction, the within named LEE H. FEDRIC, who acknowledged that (he) (she) is VP-Administration of Community Bank, Ellisville, Mississippi and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Kevin B. Rogers
NOTARY PUBLIC

My Commission Expires:



Initial

LFH

Inst. 690394
Bk 1129 Pg 0295

Project Parcel No. 16
County Parcel No. 2-029E-04-123.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

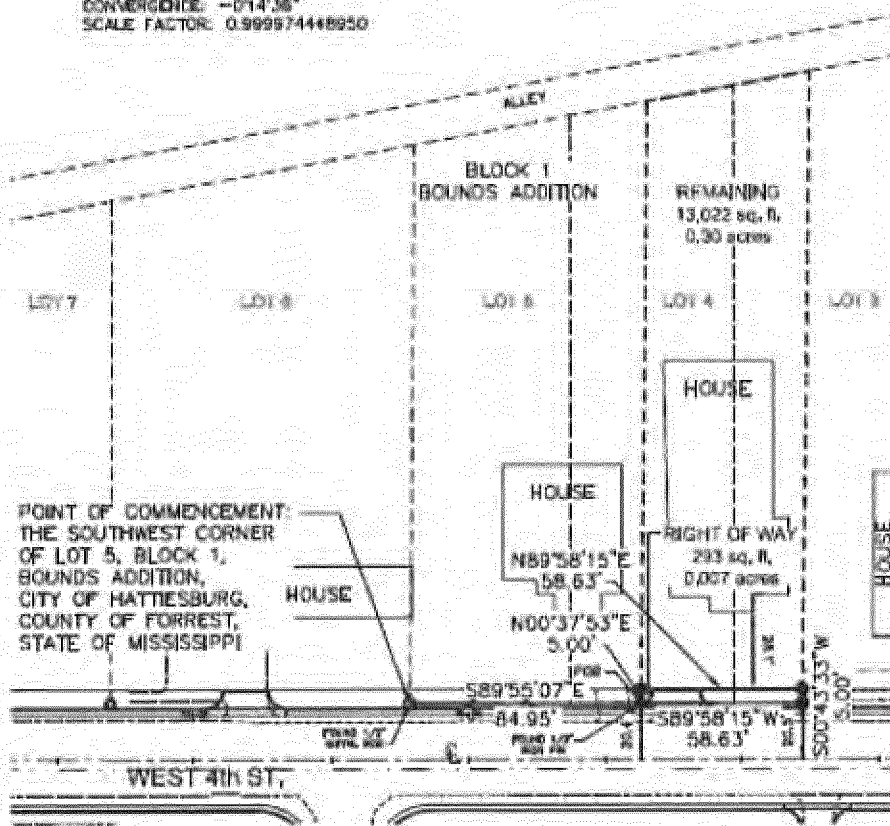
EXHIBIT "A"

016



SCALE: 1" = 40'

SURVEY DATE: May 08, 2011
BEARINGS BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE
HORIZ. DATUM: NAD83
CONVERGENCE: -0°14'36"
SCALE FACTOR: 0.999974448950



REFERENCE:
Deed Book 1006, Page 258
Forrest County Tax Map 029E
Bounds Addition Subdivision Plat



LEGEND

- ROW - RIGHT OF WAY
- SQ. FT. - SQUARE FEET
- POB - POINT OF BEGINNING
- - FOUND IRON PIN
- - SET IRON PIN (1/2" NEAR)
- E - CENTERLINE

Initial

[Signature]

Project Parcel No. 16
County Parcel No. 2-029E-04-123.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 690394
Bk 1129 Pg 0296

**RIGHT OF WAY AND TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: D. H. T. Land and Development, LLC

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from the City of Hattiesburg: \$8,000.00
Temporary Easement Offer of Just Compensation from the City of Hattiesburg: \$180.00

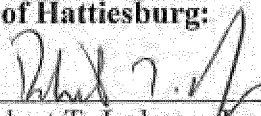
I have carefully reviewed the Right of Way and Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way and Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

D. H. T. Land and Development, LLC

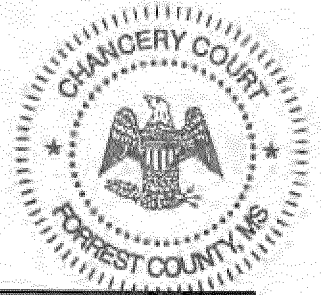
By: 
Harrison W. Bowman, Managing Member

The City of Hattiesburg:

By: 
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 6/8/12

Forrest County
Filed/Recorded JUNE 8 2012 02:01:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

D. H. T. Land and Development, LLC

347 Dewitt Carter Rd

Hattiesburg, MS.

Phone: 985-788-3446

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Lots 1, 2, and 3, Block 1, Bounds Addition

Initial RTJ

Project Parcel No. 17 & 18
County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

**Inst. 691212
Bk 1130 Pg 0588**

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of One Hundred Eighty and 00/100 Dollars (\$180.00) the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of Lots 1, 2, and 3, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 1/2 Inch Metal Rod at the Southwest Corner of Lot 5 of said Block 1, Bounds Addition;
- thence run South 89 degrees 55 minutes 07 seconds East and along the Existing North Right of Way Line of West 4th Street for 84.95 feet,
- thence run North 89 degrees 58 minutes 15 seconds East and along the Existing North Right of Way Line of West 4th Street for 58.63 feet to the Southwest Corner of Grantor's Property,
- thence run North 00 degrees 43 minutes 33 seconds East and along the West Line of Grantor's Property for 5.00 feet to the **Point of Beginning**,
- thence continue North 00 degrees 43 minutes 33 seconds East and along the West Line of Grantor's Property for 7.00 feet,
- thence run South 89 degrees 44 minutes 48 seconds East for 60.11 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 00 degrees 15 minutes 12 seconds West and along said Proposed North Right of Way Line for 7.00 feet,
- thence run North 89 degrees 44 minutes 48 seconds West and along said Proposed North Right of Way Line for 60.16 feet to the **Point of Beginning**,
- comprising 0.010 Acres (421 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/her homestead.

Initial



Project Parcel No. 17 & 18
County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 9th day of May A.D., 2012.

DHT LAND & DEVELOPMENT, LLC

Signature: [Signature]

Print Name: HARRISON W. BOWMAN

Title: Managing Member

Date: 05/09/2012

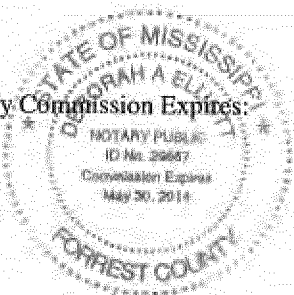
STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of May, 2012, within my jurisdiction, the within named Harrison W. Bowman, who acknowledged that (he) (she) is Managing Member of D. H. T. Land and Development, LLC and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:



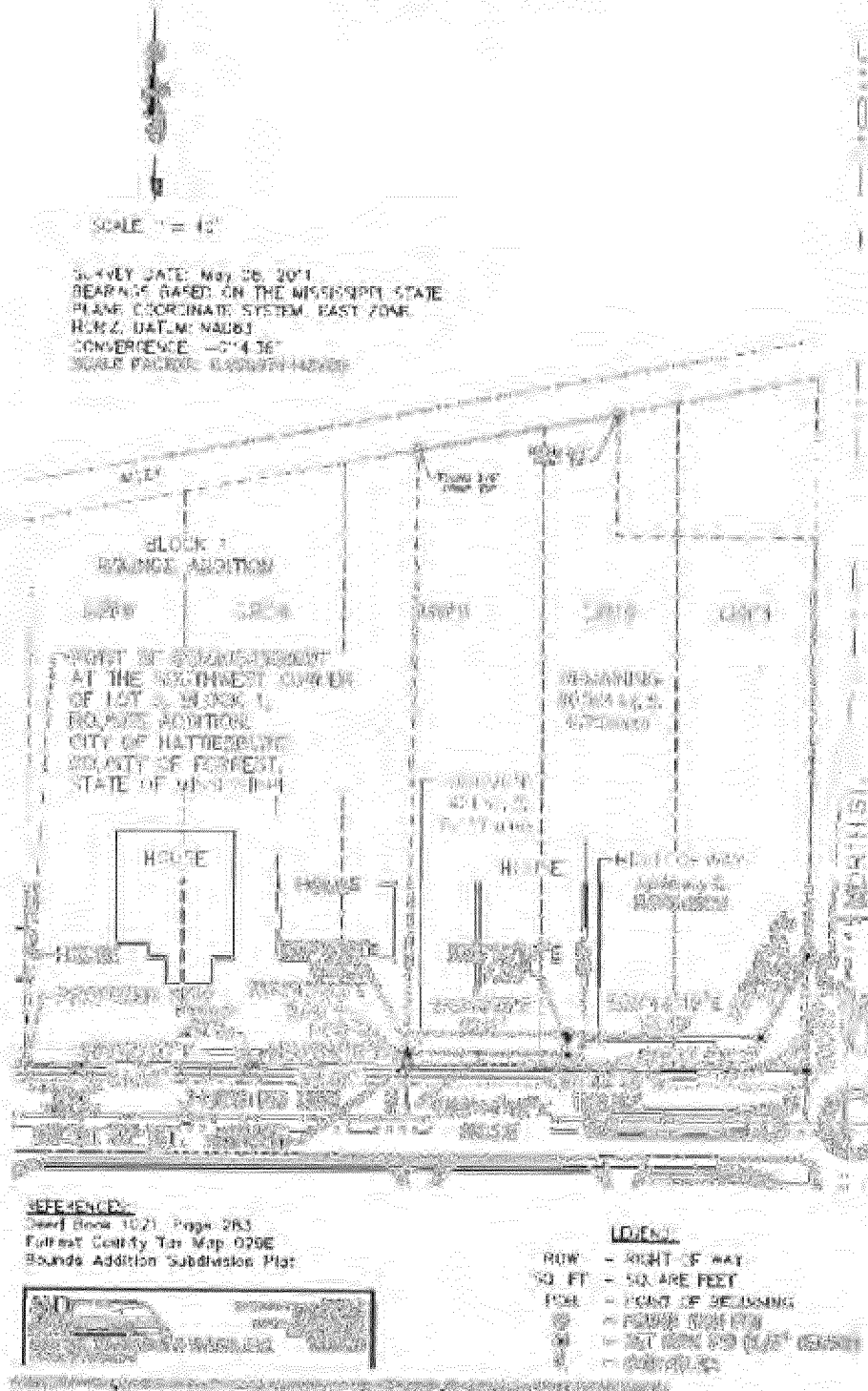
Initial [Signature]

Project Parcel No. 17 & 18
County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

EXHIBIT "A"

017 & 018



Initial Hub

Project Parcel No. 17 & 18
 County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
 Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

Inst. 691212
 Bk 1130 Pg 0591

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

CERTIFICATE OF DEATH

STATE FILE NUMBER 123-

TYPE OR PRINT
IN BLACK INK

DATE NOV 16 1990

DECEASED

NAME First Middle Last 2 SEX 31 HOUR OF DEATH 32 DATE OF DEATH (Month, Day, Year)
Vincent Paul Forte Male 8:24 a. November 10, 1990

4 RACE (Specify White, Black, American Indian, etc.) 5a AGE AT LAST BIRTHDAY 5b MOS 5c DAYS 5d HOURS 5e MINS 6 DATE OF BIRTH (Month, Day, Year) 7a COUNTY OF DEATH
White 80 October 11, 1910 Harrison

7b CITY OR TOWN OF DEATH 7c HOSPITAL OR OTHER INSTITUTION NAME AND NUMBER (If none, call or give street address, route number or other location) 7d IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER. RM OR OOA 7e STATE OF BIRTH
Pass Christian Miramar Lodge N.H., 216 W. Beach INPT. Mississippi

8 DECEASED'S EDUCATION (Specify only highest grade completed) 9 HIGHER SCHOOL, COLLEGE 10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) 11 SURVIVING SPOUSE (If wife give maiden name) 12 WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No)
(0-12) 12 114 51 married Dona Rogers no

13 ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) 14 SOCIAL SECURITY NUMBER 15a USUAL OCCUPATION (Kind of work done, specify if working) 15b KIND OF BUSINESS OR INDUSTRY
American 426-64-6336 owner seafood business

16a RESIDENCE - STATE 16b COUNTY 16c CITY OR TOWN 16d INSIDE CITY LIMITS (Specify Yes or No) 16e STREET AND NUMBER OR RURAL LOCATION
Mississippi Harrison Pass Christian yes 216 West Beach

17 FATHER - NAME First Middle Last 18 MOTHER - NAME First Middle Maiden
Peter Forte Mary DiFranco

19a INFORMANT - NAME (Type or print) 19b MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code)
Mrs. V. P. Forte 132 Eleanor Dr., Pass Christian, Ms 39571

20a BURIAL CREMATION, REMOVAL (Specify) 20b CEMETERY, CREMATORY - NAME 20c LOCATION (City and State) 20d EMBALMER - SIGNATURE AND NUMBER
burial Highland Cemetery Hattiesburg, MS Riley Westbrook Esq. 421

21a FUNERAL HOME - NAME AND MISSISSIPPI I.D. NUMBER 21c MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code)
Riemann Funeral Home 24 R P.O. Drawer 1750, Gulfport, Mississippi 39502

22a PERSON WHO PRONOUNCED DEATH (Name and title (Type or print)) 22b PRONOUNCED DEAD (Month, Day, Year) 22c PRONOUNCED DEAD (Hour, Minute)
Eugene McNally, M.D. on November 10, 1990 at 8:43 a.

23a CERTIFIER - NAME (Type or print) 23b MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code)
W.K. Stewart, M.D. 290 E. Beach Blvd., Pass Christian, Ms. 39571

24a To the best of my knowledge, death occurred due to the cause(s) and manner as stated 24b SIGNATURE 24c STATE LICENSE NUMBER 24d DATE SIGNED (Month, Day, Year) 24e NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) 24f DATE SIGNED (Month, Day, Year)
W.K. Stewart MD 5548 11-13-90

25 PART I: IMMEDIATE CAUSE (Enter one cause only) 25a DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) 25b DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only) 25c DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)
Sudden death 1st heart attack 2nd heart attack

26 PART II: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause 27 AUTOPSY (Yes or No) 28 WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No)
Asymptomatic I.D. known atherosclerosis No Yes

29a ACCIDENT, SUICIDE, HOMICIDE, PENDING 29b DATE OF INJURY 29c HOUR OF INJURY 29d DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED
NOT (Specify) (Month, Day, Year) (Month, Day, Year) (Specify)

29e INJURY AT WORK (Yes or No) 29f PLACE OF INJURY (Specify Home, Farm, Street, etc.) 29g LOCATION (Street or route number, City or town, State)
Yes (Specify Home, Farm, Street, etc.) (Specify Home, Farm, Street, etc.) (Specify Home, Farm, Street, etc.)

Inst. 691212
Bk 1130 Pg 0592

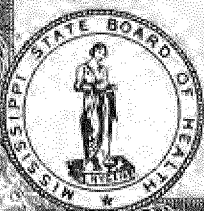
THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF

Alton B. Cobb, M.D.
Alton B. Cobb, M.D.
STATE HEALTH OFFICER

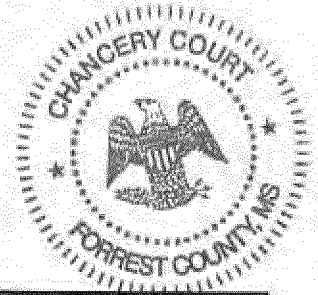
November 21, 1990

David Lohrlich
David Lohrlich
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEALS OF THE MISSISSIPPI STATE BOARD OF HEALTH AND THE SEAL OF THE STATE OF MISSISSIPPI ARE PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.



Forrest County
Filed/Recorded JUNE 8 2012 02:03:00PM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

D. H. T. Land & Development, LLC

347 Dewitt Carter Rd.
Hattiesburg, MS 39401

Phone: 985-788-3446

WARRANTY DEED

INDEXING INSTRUCTIONS: Lots 1, 2, and 3, Block 1, Bounds Addition

Initial HTB

County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
Project Parcel No. 17 & 18
Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

FOR AND IN CONSIDERATION of Eight Thousand and 00/100 Dollars (\$8,000.00) the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of Lots 1, 2, and 3, Block 1, Bounds Addition, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at a 1/2 Inch Metal Rod at the Southwest Corner of Lot 5 of said Block 1, Bounds Addition;
- thence run South 89 degrees 55 minutes 07 seconds East and along the Existing North Right of Way Line of West 4th Street for 84.95 feet,
- thence run North 89 degrees 58 minutes 15 seconds East and along the Existing North Right of Way Line of West 4th Street for 58.63 feet to the Southwest Corner of Grantor's Property for the **Point of Beginning**,
- thence run North 00 degrees 43 minutes 33 seconds East and along the West Line of Grantor's Property for 5.00 feet to the Proposed North Right of Way Line of West 4th Street,
- thence run South 89 degrees 44 minutes 48 seconds East and along said Proposed North Right of Way Line for 60.16 feet,
- thence run North 00 degrees 15 minutes 12 seconds East and along said Proposed North Right of Way Line for 7.00 feet,
- thence run South 89 degrees 44 minutes 48 seconds East and along said Proposed North Right of Way Line for 73.19 feet,
- thence run North 28 degrees 56 minutes 44 seconds East and along said Proposed North Right of Way Line for 35.73 feet to the Existing West Right of Way Line of North Street,
- thence run South 00 degrees 37 minutes 14 seconds West and along said Existing West Right of Way Line for 43.35 feet to the Existing North Right of Way Line of West 4th Street,
- thence run North 89 degrees 44 minutes 48 seconds West and along said Existing North Right of Way Line for 150.27 feet to the **Point of Beginning**,
- comprising 0.038 Acres (1,648 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial HB, _____

County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
Project Parcel No. 17 & 18
Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

WITNESS THE SIGNATURE of the Grantors on this, the 9 day of May, A.D., 2012.

DHT LAND & DEVELOPMENT, LLC

Signature: HWB

Print Name: HARRISON W BOWMAN

Title: MANAGING MEMBER

Date: 05/09/2012

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of May, 2012, within my jurisdiction, the within named Harrison W. Bowman who acknowledged that (he) (she) is Managing Member of D. H. T. Land and Development, LLC and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Deborah A. Elliott
NOTARY PUBLIC

My Commission Expires:



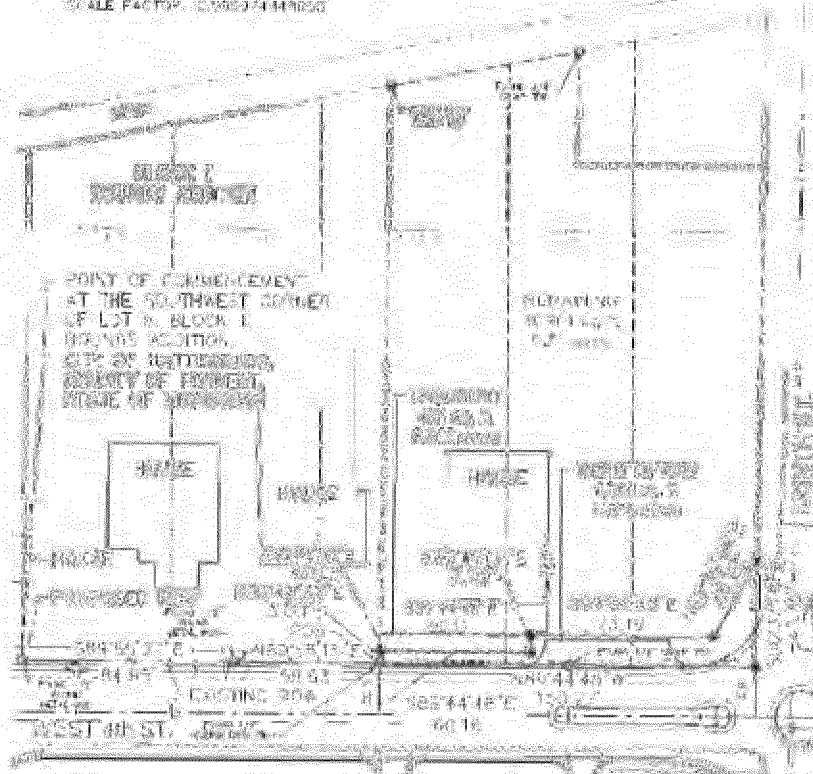
Initial HWB

County Parcel No. Parcel 2-029E-04-124.00 & Parcel 2-029E-04-125.00
Project Parcel No. 17 & 18
Project No. HPP-7194-00(003) LPA/105845-801000

West Fourth Street Project-Phase 2

017 & 018

SURVEY DATE: MAY 20 2011
 BEARING BASED ON THE MICHIGAN STATE
 PLANE COORDINATE SYSTEM EAST ZONE
 HORIZ. DATUM NAD83
 CONVERSION: 10-178
 SCALE FACTOR: 0.9999444053



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111

- NAME - JOHN ST. WAY
 DOB - JANUARY 1957
 ADDRESS - 10101 S. 26TH AVENUE
 CITY - DENVER COLO 80231
 PHONE - 352-1111
 - 352-1111

Initial JS

West Fourth Street Project-Phase 2

Inst. 691213
Bk 1130 Pg 0596

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

TYPE OR PRINT
WITH BLACK INK

CERTIFICATE OF DEATH

STATE FILE
NUMBER 123-

FILING
DATE NOV 16 1990

1. NAME First Middle Last Vincent Paul Forte	2. SEX Male	3a. HOUR OF DEATH 8:24 a.	3b. DATE OF DEATH (Month, Day, Year) November 10, 1990
4. RACE (Specify: White, Black, American Indian, etc.) White	5a. AGE AT LAST BIRTHDAY 80 Years	5b. MOS 56	5c. DAYS 56
6. DATE OF BIRTH (Month, Day, Year) October 11, 1910	7a. COUNTY OF DEATH Harrison	7b. CITY OR TOWN OF DEATH Pass Christian	
8. HOSPITAL OR OTHER INSTITUTION NAME AND NUMBER (If not in either, give street address, route number or other location) Miramar Lodge N.H., 216 W. Beach	9. IN HOSP. OR INST. SPECIFY INPT. OUTPT. EMER. RM OR OCA INPT.	10. STATE OF BIRTH Mississippi	
11. DECEASED'S EDUCATION (Specify only highest grade completed) High School, College	12. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) married	13. SURVIVING SPOUSE (If wife, give maiden name) Dona Rogers	14. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) no
15. ORIGIN OR DESCENT (Specify: Cuban, Afro-American, Mexican, etc.) American	16. SOCIAL SECURITY NUMBER 426-64-6336	17. USUAL OCCUPATION (Kind of work done, most of working life) owner	18. KING OF BUSINESS OR INDUSTRY seafood business
19a. RESIDENCE - STATE Mississippi	19b. COUNTY Harrison	19c. CITY OR TOWN Pass Christian	19d. INSIDE CITY LIMITS (Specify: Yes or No) yes
19e. STREET AND NUMBER OR RURAL LOCATION 216 West Beach		20. FATHER - NAME (First Middle Last) Peter Forte	
20. MOTHER - NAME (First Middle Last) Mary DiFranco		21. INFORMANT - NAME (Type or print) Mrs. V. P. Forte	
21. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) 132 Eleanor Dr., Pass Christian, Ms 39571		22. BURIAL, CREMATION, REMOVAL (Specify) burial	
23. CEMETERY, CREMATORY - NAME Highland Cemetery		24. LOCATION (City and State) Hattiesburg, MS	
25. FUNERAL HOME - NAME AND MISSISSIPPI I.D. NUMBER Riemann Funeral Home 24 R		26. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P.O. Drawer 1750, Gulfport, Mississippi 39502	
27. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) Eugene McNally, M.D.		28. PRONOUNCED DEAD (Month, Day, Year) AT ON November 10, 1990 AT 8:43 a.	
29. CERTIFIER - NAME (Type or print) W.K. Stewart, M.D.		30. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) 290 E. Beach Blvd., Pass Christian, Ms. 39571	
31. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. Signature: W.K. Stewart MD		32. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. Signature: [Signature] MD	
33. DATE SIGNED (Month, Day, Year) 11-13-90		34. STATE LICENSE NUMBER 5540	
35. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) [Blank]		36. DATE SIGNED (Month, Day, Year) [Blank]	
37. PART I: IMMEDIATE CAUSE (Enter one cause only) (a) SMELTPOXIS (b) C. P. [Signature] INFLUENZA (c) [Blank]			
38. PART II: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause. ASMA, D. [Signature] I.D. [Signature] & D. [Signature] [Signature]			
39. ACCIDENT, SUICIDE, HOMICIDE, PENDING 29b. DATE OF INJURY (Month, Day, Year) [Blank]		40. HOUR OF INJURY 29c. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED [Blank]	
41. INJURY AT WORK 29d. PLACE OF INJURY (Specify: Home, Farm, Street, Factory, Office building, etc.) [Blank]		42. STREET OR ROUTE NUMBER [Blank]	

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE

Inst. 691213
Bk 1130 Pg 0597

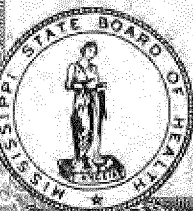
November 21, 1990

Alton B. Cobb, M.D.
STATE HEALTH OFFICER

David Lohrlich
STATE REGISTRAR

WARNING:

A REPRODUCTION OF THIS DOCUMENT RENDERING IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEALS OF THE MISSISSIPPI STATE BOARD OF HEALTH AND THE SEAL OF THE STATE OF MISSISSIPPI ARE PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.



**TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: Joel E. Smith and Nita Sue S. Smith

Purchaser: The City of Hattiesburg

Temporary Easement Offer of Just Compensation from The City of Hattiesburg: \$555.50

I have carefully reviewed the Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

By:

Joel E. Smith
Joel E. Smith

By:

Nita Sue S. Smith
Nita Sue S. Smith

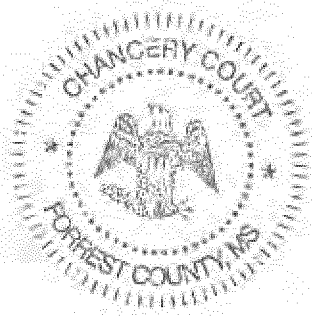
The City of Hattiesburg:

By:

Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

01/14/12



Forrest County
Filed/Recorded JUNE 18 2012 10:03:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Joel E. Smith and wife, Nita Sue S. Smith

6711 Virginia Av NE
Brookhaven, MS 39601

Phone: 1-601-833-4012

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Northeast 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 13 West

Inst. 691580
Bk 1131 Pg 0455

Initial

RL NSS

Project Parcel No. 70
County Parcel No. 2-029L-09-023.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of Five Hundred Fifty Five and 50/100 Dollars (\$555.50) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northwest Corner of said Northeast 1/4 of the Northwest 1/4,
- thence run South 89 degrees 53 minutes 04 seconds East and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 409.61 feet,
- thence run South for 23.55 feet to the Northwest Corner of Grantor's Property and the Existing South Right of Way Line of West 4th Street for the **Point of Beginning**;
- thence run North 89 degrees 52 minutes 50 seconds East and along the North Line of Grantor's Property and the said Existing South Right of Way Line of West 4th Street for 115.00 feet to the Northeast Corner of Grantor's Property,
- thence run South 00 degrees 06 minutes 31 seconds West and along the East Line of Grantor's Property for 7.95 feet,
- thence run South 89 degrees 31 minutes 05 seconds West for 114.97 feet to the West Line of Grantor's Property,
- thence run North 00 degrees 06 minutes 25 seconds West and along said West Line for 8.68 feet to the **Point of Beginning**,
- comprising 0.02 Acres (956 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal

Initial

JCL. NSS

Project Parcel No. 70
County Parcel No. 2-029L-09-023.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**Inst. 691580
Bk 1131 Pg 0456**

representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 10th day of May, A.D., 2012.

Signature:

Joel E. Smith
Joel E. Smith

Signature:

Nita Sue S. Smith
Nita Sue S. Smith

Date:

5-10-12

Date:

5-10-12

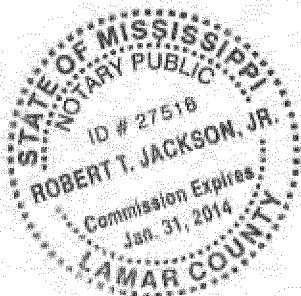
STATE OF MISSISSIPPI

COUNTY OF Forrest

10th PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named Joel E. Smith and wife, Nita Sue S. Smith, who acknowledged that they executed the above and foregoing instrument.

Robert T. Jackson, Jr.
NOTARY PUBLIC

My Commission Expires:



Initial

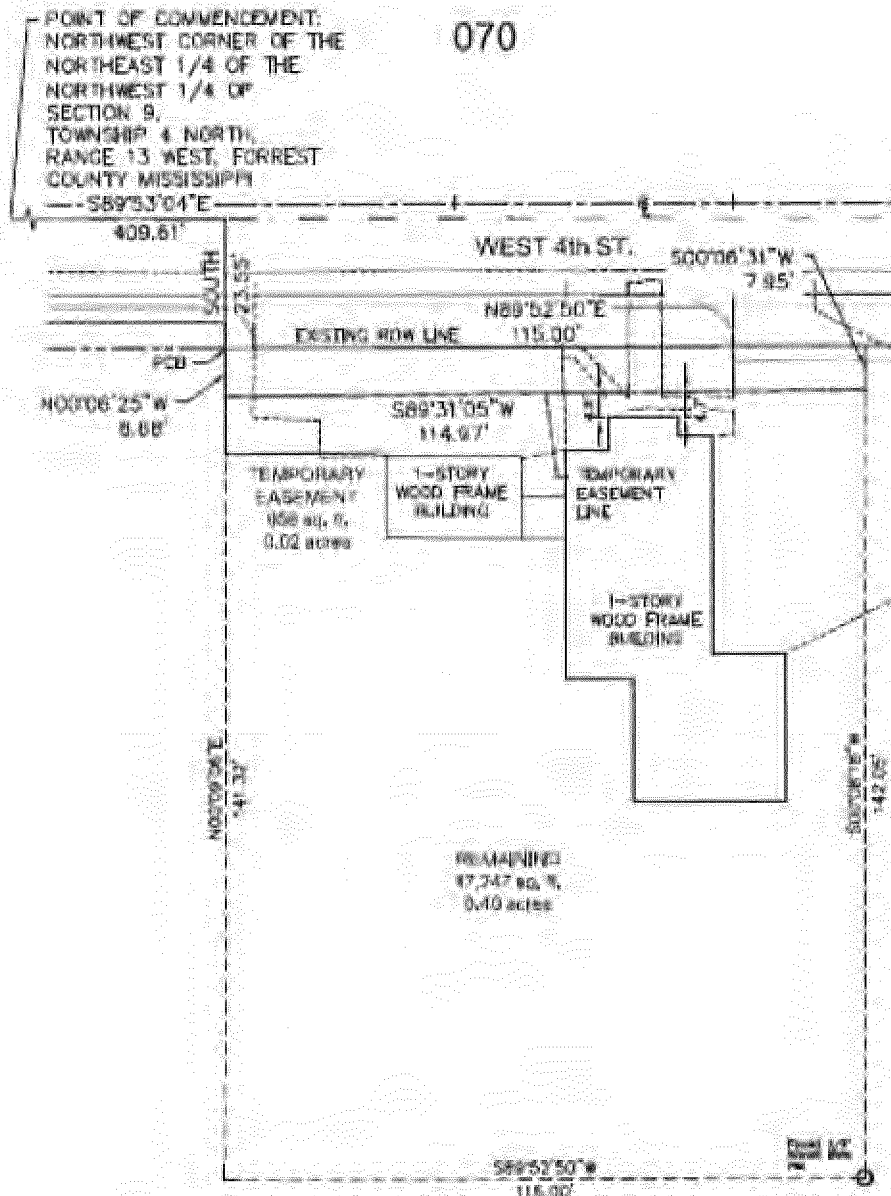
JS, NSS

Project Parcel No. 70
County Parcel No. 2-029L-09-023.00

Inst. 691580
Bk 1131 Pg 0457

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"



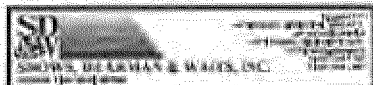
LEGEND

ROW - RIGHT OF WAY
SQ. FT. - SQUARE FEET
PCB - POINT OF BEGINNING
○ - FOUND IRON PIN
⊗ - SET IRON PIN (1/2" REBAR)
E - CENTERLINE

SURVEY DATE: MAY 08, 2011

BEARINGS BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE
HORIZ. DATUM: NAD83

CONVERGENCE: -0°14'36"
SCALE FACTOR: 0.999974440950



SCALE: 1" = 20'

RECORDS
Deed Book 461, Page 243
Forrest County Tax Map 029L

Initial *JES*, *NSS*

Project Parcel No. 70
County Parcel No. 2-029L-09-023.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691580
Bk 1131 Pg 0458

**RIGHT OF WAY AND TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: Garry Loper

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from the City of Hattiesburg: \$3,300.00

Temporary Easement Offer of Just Compensation from the City of Hattiesburg: \$700.00

I have carefully reviewed the Right of Way and Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way and Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

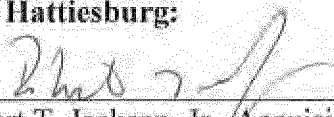
Owner:

By:


Garry Loper

The City of Hattiesburg:

By:


Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

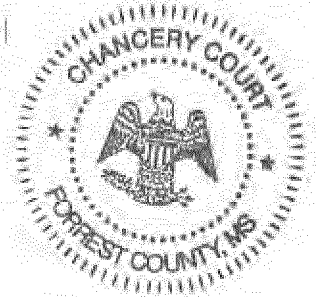
5/18/12

Project Parcel No. 74

West Fourth Street Project-Phase 2

Project No. HPP-7194-00(003) LPA/105845-801000

Forrest County
Filed/Recorded MAY 23 2012 10:31:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Garry Loper
1108 North Main Street
Hattiesburg MS 39401

Phone: 601-310-3204

WARRANTY DEED

INDEXING INSTRUCTIONS: Northeast 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 13 West

Initial GL

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northeast Corner of said Northeast 1/4 of the Northwest 1/4;
- thence run North 89 degrees 53 minutes 04 seconds West and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 332.47 feet,
- thence run South for 22.21 feet to the Northeast Corner of Grantor's Property for the **Point of Beginning**,
- thence run South 00 degrees 19 minutes 56 seconds West and along the East Line of Grantor's Property for 100.07 feet,
- thence run South 00 degrees 16 minutes 49 seconds East and along said East Line for 122.95 feet to the Southeast Corner of Grantor's Property,
- thence run North 89 degrees 43 minutes 12 seconds West and along the South Line of Grantor's Property for 15.00 feet to the Proposed West Right of Way Line of Stadium Drive,
- thence run North 00 degrees 16 minutes 49 seconds West and along said Proposed West Right of Way Line for 122.89 feet,
- thence run North 00 degrees 19 minutes 56 seconds East and along said Proposed West Right of Way Line for 89.32 feet to the Proposed South Right of Way Line of West 4th Street,
- thence run North 36 degrees 42 minutes 55 seconds West and along said Proposed South Right of Way Line for 12.98 feet to the North Line of Grantor's Property,
- thence run North 89 degrees 07 minutes 56 seconds East and along said North Line for 22.82 feet to the **Point of Beginning**,
- comprising 0.08 Acres (3,384 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

WITNESS THE SIGNATURE of the Grantor on this, the 8 day of May, A.D., 2012.

Signature:

Garry Loper
Garry Loper

Date:

5/8/2012

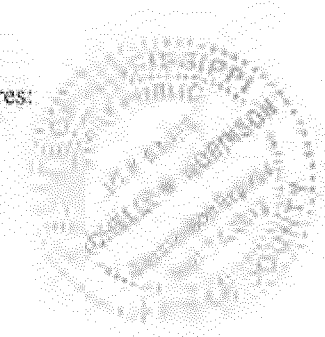
STATE OF MISSISSIPPI

COUNTY OF hamas

8 day of May, 2012, within my jurisdiction, the within named **Garry Loper**, who acknowledged that he executed the above and foregoing instrument.

Michael Loper
NOTARY PUBLIC

My Commission Expires:



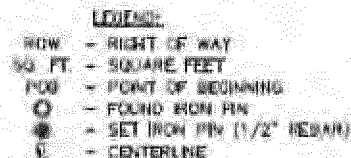
Initial

GL

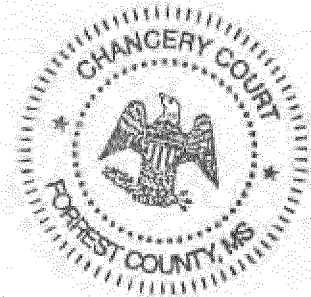
Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

074



Inst. 690548
Bk 1129 Pg 0469



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Garry Loper
1108 North Main Street
Hattiesburg, MS 39401
Phone: 601-310-3204

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Northeast 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 13 West

Initial

GL

Inst. 690550
Bk 1129 Pg 0470

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of Seven Hundred and 00/100 Dollars (\$700.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northeast Corner of said Northeast 1/4 of the Northwest 1/4;
- thence run North 89 degrees 53 minutes 04 seconds West and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 332.47 feet,
- thence run South for 22.21 feet to the Northeast Corner of Grantor's Property,
- thence run South 89 degrees 07 minutes 56 seconds West and along the North Line of Grantor's Property for 22.82 feet to the Proposed South Right of Way Line of West 4th Street for the **Point of Beginning**,
- thence run South 36 degrees 42 minutes 55 seconds East and along said Proposed South Right of Way Line for 6.85 feet,
- thence run South 89 degrees 31 minutes 05 seconds West for 91.02 feet to the West Line of Grantor's Property,
- thence run North 00 degrees 13 minutes 06 seconds East and along said West Line for 4.94 feet to said Northwest Corner of Grantor's Property,
- thence run North 89 degrees 07 minutes 56 seconds East and along said North Line of Grantor's Property for 86.92 feet to the **Point of Beginning**,
- comprising 0.01 Acres (466 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal

Initial GL

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 8 day of May A.D., 2012.

Signature:

Garry Loper
Garry Loper

Date:

May 8, 2012

STATE OF MISSISSIPPI

COUNTY OF Lamar

8 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **Garry Loper**, who acknowledged that he executed the above and foregoing instrument.

Michelle M. R...
NOTARY PUBLIC

My Commission Expires:



Initial

GL

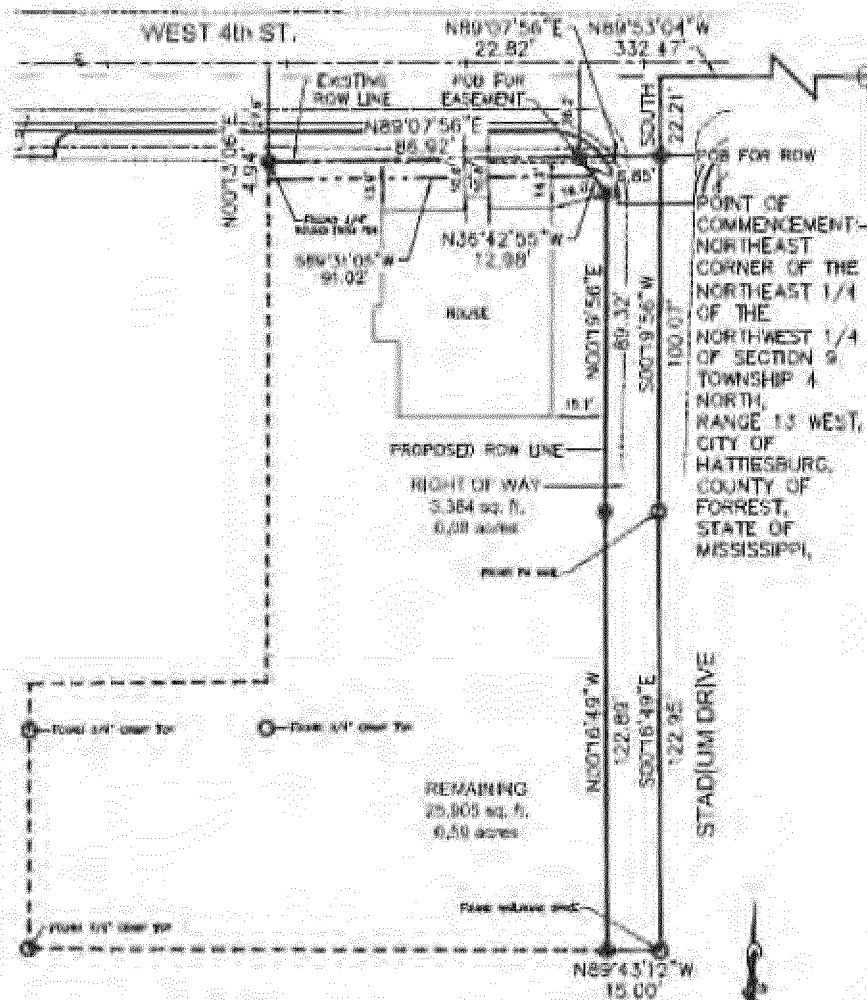
Inst. 690550
Bk 1129 Pg 0472

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"

074



SURVEY DATE: MAY 06, 2011

BEARINGS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 DATUM, NAD83.

CONVERGENCE: -014'36"
SCALE FACTOR: 0.999974448950

REFERENCES:
Cadd Book 1044, Page 0238
Forrest County Tax Map 0208L

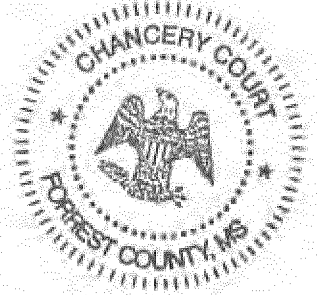


SCALE: 1" = 30'

Initial *GL*

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Garry Loper
1108 North Main Street
Hattiesburg, MS 39401
Phone: 601-310-3204

Lender Address:

Community Bank, Ellisville, Mississippi
Post Office Box 265
Laurel, MS 39441
Phone: 601-649-5770

PARTIAL RELEASE OF MORTGAGE

INDEXING INSTRUCTIONS: NE 1/4 of NW 1/4 of Section 9, Township 4 North, Range 13 West

Initial

CH

**Inst. 690547
Bk 1840 Pg 0283**

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR VALUE RECEIVED, the undersigned hereby releases from the lien of that certain deed of trust dated October 7, 2009, executed by Garry Loper, in favor of Community Bank, Ellisville, Mississippi, which said instrument is of record in the office of the Clerk of the Chancery Court of Forrest County, Mississippi, in Book No. 1717, at Page 0494, Instrument No 646514 and an Assignment of Leases and Rents filed in Book No. 1717 at Page 0535, Instrument No 646520, of the Records of Mortgages and Deeds of Trust on Land, the following described lands on Project No. HPP-7194-00(003) LPA/105845-801000.

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY COPIED AND SET OUT AT LENGTH IN WORDS AND FIGURES HEREIN.

The purpose of this instrument being to empower the owner of the legal title to said property to sell, convey and warranty to the City of Hattiesburg, Mississippi, a body corporate by statute, fee simple for right of way purposes.

WITNESS THE SIGNATURE of the mortgagee on this, the 8 day of May, A.D., 2012.

COMMUNITY BANK, ELLISVILLE, MISSISSIPPI

By:

Print Name:

Title:

Colby Heathcock
Colby Heathcock
AVP

STATE OF MISSISSIPPI

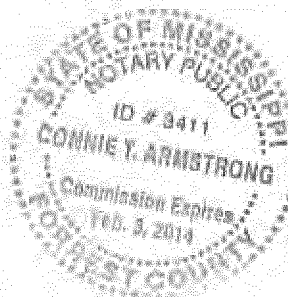
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of May, 2012, within my jurisdiction, the within named Colby Heathcock, who acknowledged that (he) (she) is AVP of Community Bank, Ellisville, Mississippi and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Connie T. Armstrong
NOTARY PUBLIC

My Commission Expires:

02/03/2014



Initial

CH

**Inst. 690547
Bk 1840 Pg 0284**

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northeast Corner of said Northeast 1/4 of the Northwest 1/4;
- thence run North 89 degrees 53 minutes 04 seconds West and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 332.47 feet,
- thence run South for 22.21 feet to the Northeast Corner of Grantor's Property for the **Point of Beginning**,
- thence run South 00 degrees 19 minutes 56 seconds West and along the East Line of Grantor's Property for 100.07 feet,
- thence run South 00 degrees 16 minutes 49 seconds East and along said East Line for 122.95 feet to the Southeast Corner of Grantor's Property,
- thence run North 89 degrees 43 minutes 12 seconds West and along the South Line of Grantor's Property for 15.00 feet to the Proposed West Right of Way Line of Stadium Drive,
- thence run North 00 degrees 16 minutes 49 seconds West and along said Proposed West Right of Way Line for 122.89 feet,
- thence run North 00 degrees 19 minutes 56 seconds East and along said Proposed West Right of Way Line for 89.32 feet to the Proposed South Right of Way Line of West 4th Street,
- thence run North 36 degrees 42 minutes 55 seconds West and along said Proposed South Right of Way Line for 12.98 feet to the North Line of Grantor's Property,
- thence run North 89 degrees 07 minutes 56 seconds East and along said North Line for 22.82 feet to the **Point of Beginning**,
- comprising 0.08 Acres (3,384 Square Feet), more or less.

AND ALSO:

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northeast Corner of said Northeast 1/4 of the Northwest 1/4;
- thence run North 89 degrees 53 minutes 04 seconds West and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 332.47 feet,
- thence run South for 22.21 feet to the Northeast Corner of Grantor's Property,
- thence run South 89 degrees 07 minutes 56 seconds West and along the North Line of Grantor's Property for 22.82 feet to the Proposed South Right of Way Line of West 4th Street for the **Point of Beginning**,
- thence run South 36 degrees 42 minutes 55 seconds East and along said Proposed South Right of Way Line for 6.85 feet,
- thence run South 89 degrees 31 minutes 05 seconds West for 91.02 feet to the West Line of Grantor's Property,
- thence run North 00 degrees 13 minutes 06 seconds East and along said West Line for 4.94 feet to said Northwest Corner of Grantor's Property,
- thence run North 89 degrees 07 minutes 56 seconds East and along said North Line of Grantor's Property for 86.92 feet to the **Point of Beginning**,
- comprising 0.01 Acres (466 Square Feet), more or less.

Initial

CH

Inst. 690547
Bk 1840 Pg 0285

Project Parcel No. 74
County Parcel No. 2-029L-09-018.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**RIGHT OF WAY AND TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: Willie T. Barnes

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from the City of Hattiesburg: \$3,750.00

Temporary Easement Offer of Just Compensation from the City of Hattiesburg: \$285.00

I have carefully reviewed the Right of Way and Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way and Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

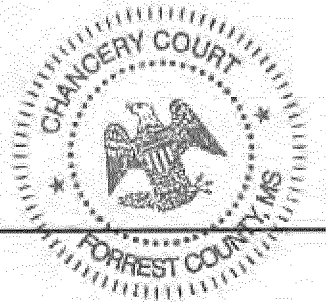
By: Willie T. Barnes
Willie T. Barnes

The City of Hattiesburg:

By: Robert T. Jackson, Jr.
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: 6/11/12

Forrest County
Filed/Recorded JUNE 12 2012 10:43:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Willie T. Barnes

600 W. 4th St
Hattiesburg ms 39401

Phone: 601/447-7988

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Northeast 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 13 West

Inst. 691298
Bk 1131 Pg 0024

Initial WP

Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of Two Hundred Eighty Five and 00/100 Dollars (\$285.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northeast Corner of said Northeast 1/4 of the Northwest 1/4;
- thence run North 89 degrees 53 minutes 04 seconds West and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 20.01 feet,
- thence run South for 24.81 feet to a Point at the Intersection of the Existing South Right of Way Line of West 4th Street and the Existing West Right of Way Line of South Street,
- thence run North 89 degrees 19 minutes 16 seconds West and along said Existing South Right of Way Line for 19.01 feet to the Proposed South Right of Way Line of West 4th Street for the **Point of Beginning**,
- thence run South 56 degrees 52 minutes 38 seconds East and along said Proposed South Right of Way Line for 18.64 feet,
- thence run North 89 degrees 19 minutes 13 seconds West for 75.91 feet to the West Line of Grantor's Property,
- thence run North 00 degrees 10 minutes 28 seconds East and along said West Line for 10.00 feet to said Existing South Right of Way Line of West 4th Street,
- thence run South 89 degrees 19 minutes 16 seconds East and along said Existing South Right of Way Line for 60.27 feet to the **Point of Beginning**,
- comprising 0.02 Acres (681 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his homestead.

Inst. 691298
Bk 1131 Pg 0025

Initial W.B.

Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 7 day of May A.D., 2012.

Signature: Willie T. Barnes
Willie T. Barnes

Date: May 7, 2012

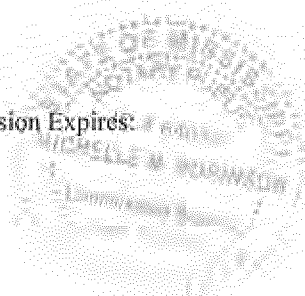
STATE OF MISSISSIPPI

COUNTY OF Yaman

7 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May 2012, within my jurisdiction, the within named **Willie T. Barnes**, who acknowledged that he executed the above and foregoing instrument.

Mich
NOTARY PUBLIC

My Commission Expires:



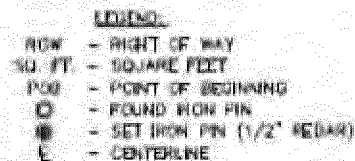
**Inst. 691298
Bk 1131 Pg 0026**

Initial WB

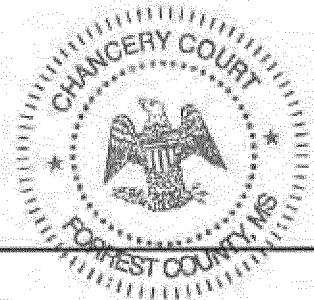
Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

078



Forrest County
Filed/Recorded JUNE 12 2012 10:42:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:
Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Willie T. Barnes

600 W. 4th St
Hattiesburg Ms 39401
Phone: (601) 447-7980

WARRANTY DEED

INDEXING INSTRUCTIONS: Northeast 1/4 of the Northwest 1/4 of Section 9, Township 4 North, Range 13 West

**Inst. 691297
Bk 1131 Pg 0020**

Initial W.T.

Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

FOR AND IN CONSIDERATION of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, the following described land:

A Part of the Northeast 1/4 of the Northwest 1/4 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 the Northeast Corner of said Northeast 1/4 of the Northwest 1/4;
- thence run North 89 degrees 53 minutes 04 seconds West and along the North Line of said Northeast 1/4 of the Northwest 1/4 for 20.01 feet,
- thence run South for 24.81 feet to a Point at the Intersection of the Existing South Right of Way Line of West 4th Street and the Existing West Right of Way Line of South Street for the **Point of Beginning**,
- thence run South 00 degrees 09 minutes 46 seconds West and along said Existing West Right of Way Line for 12.16 feet to the Proposed South Right of Way Line of West 4th Street,
- thence run North 56 degrees 52 minutes 38 seconds West and along said Proposed South Right of Way Line for 22.66 feet to said Existing South Right of Way Line,
- thence run South 89 degrees 19 minutes 16 seconds East and along said Existing South Right of Way Line for 19.01 feet to the **Point of Beginning**,
- comprising 0.003 Acres (116 Square Feet), more or less.

It is the intent of this description to convey that portion of grantors property lying within the proposed right-of-way of the above referenced highway project.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 7 day of MAY, A.D., 2012.

Signature: Willie T. Barnes
WILLIE T. BARNES

Date: Willie T. Barnes
May 7, 2012

Initial W. B.

Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691297
Bk 1131 Pg 0021

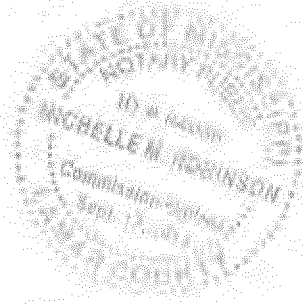
STATE OF MISSISSIPPI

COUNTY OF Yemassee

7 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of May, 2012, within my jurisdiction, the within named **WILLIE T. BARNES**, who acknowledged that he executed the above and foregoing instrument.

Michelle M. Robinson
NOTARY PUBLIC

My Commission Expires:



**Inst. 691297
Bk 1131 Pg 0022**

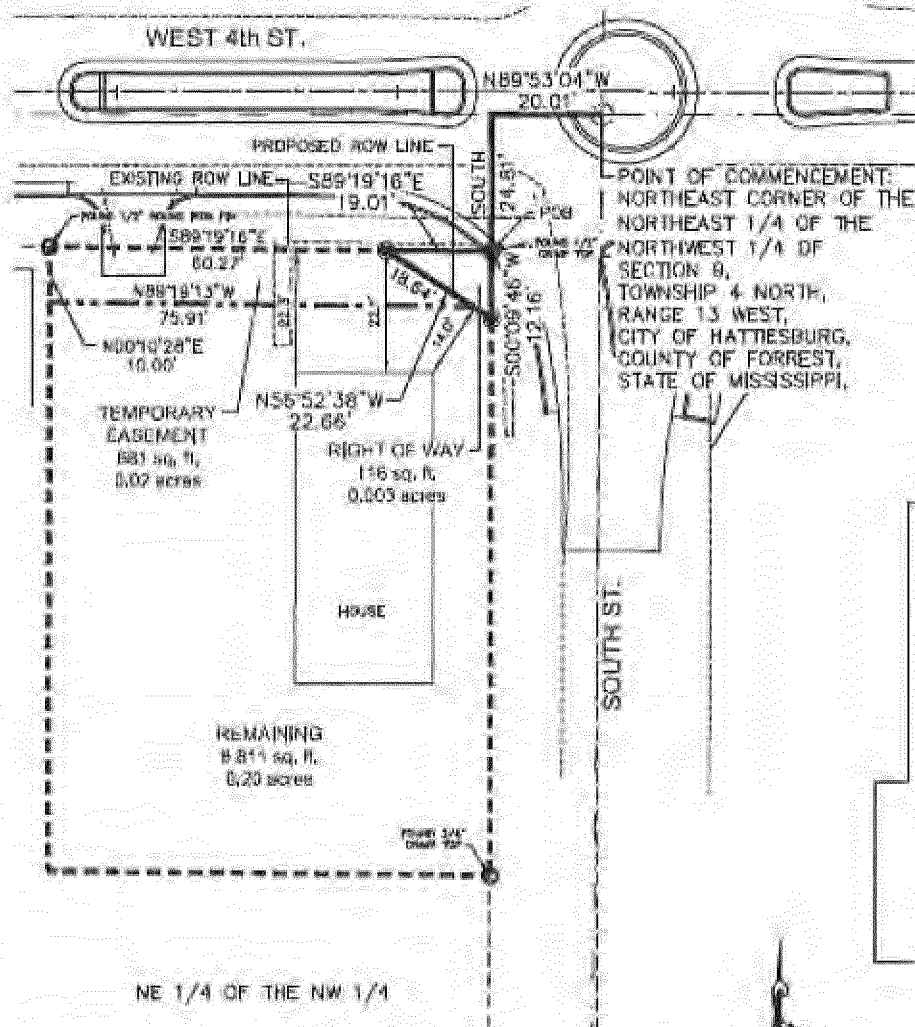
Initial W. B.

Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"

078



SURVEY DATE: MAY 08, 2011

BEARINGS BASED ON THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, EAST ZONE.
HORIZ. DATUM: NAD83

CONVERGENCE: -0°14'36"
SCALE FACTOR: 0.999974448950

REFERENCES:
Deed Book 1100, Page 0243
Forrest County Tax Map 029L



SCALE: 1" = 20'

- LEGEND:**
- ROW - RIGHT OF WAY
 - SQ. FT. - SQUARE FEET
 - POB - POINT OF BEGINNING
 - - FOUND R/W PIN
 - ⊗ - SET IRON PIN (1/2" REBAR)
 - - CENTERLINE

Initial W.B.

Project Parcel No. 78
County Parcel No. 2-029L-09-001.0

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

Inst. 691297
Bk 1131 Pg 0023

**TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: Frances Priscilla Turner

Purchaser: The City of Hattiesburg

Temporary Easement Offer of Just Compensation from The City of Hattiesburg: \$600.00

I have carefully reviewed the Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

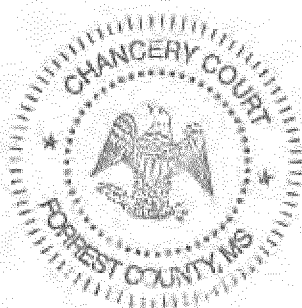
Owner:

By: Frances Priscilla Turner
Francis Priscilla Turner

The City of Hattiesburg:

By: [Signature]
Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date: June 13, 2012



Forrest County
Filed/Recorded JUNE 14 2012 03:49:00PM
Witness my hand and seal
Jimmy C. Hazard
Chancery Clerk

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Frances Priscilla Turner
530 West 4th Street
Hattiesburg, MS 39401
Phone: 601-270-2738

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Lot 9, Block B of the John Kamper Subdivision

**Inst. 691489
Bk 1131 Pg 0298**

Initial PPT

Project Parcel No. 82
County Parcel No. 2-029K-09-030.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of Six Hundred and 00/100 Dollars (\$600.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of Lot 9, Block B of the John Kamper Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Northwest Corner of said Lot 9 for the **Point of Beginning**;
- thence run South 89 degrees 39 minutes 54 seconds East and along the North Line of said Lot 9 for 105.39 feet to the Northeast Corner of said Lot 9,
- thence run South 00 degrees 52 minutes 24 seconds West and along the East Line of said Lot 9 for 3.20 feet,
- thence run South 89 degrees 46 minutes 15 seconds West for 105.33 feet to the West Line of said Lot 9,
- thence run North 00 degrees 03 minutes 50 seconds West and along said West Line for 4.24 feet to the **Point of Beginning**,
- comprising 0.01 Acres (392 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial FPJ

**Inst. 691489
Bk 1131 Pg 0299**

Project Parcel No. 82
County Parcel No. 2-029K-09-030.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

WITNESS THE SIGNATURE of the Grantor on this, the 24th day of May, A.D., 2012.

Signature: Frances Priscilla Turner
Frances Priscilla Turner

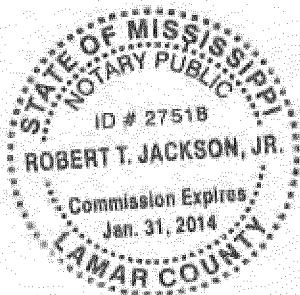
Date: May 24, 2012

STATE OF MISSISSIPPI
COUNTY OF Forrest

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 24th day of May, 2012, within my jurisdiction, the within named **Frances Priscilla Turner**, who acknowledged that she executed the above and foregoing instrument.

Robert T. Jackson, Jr.
NOTARY PUBLIC

My Commission Expires:



Inst. 691489
Bk 1131 Pg 0300

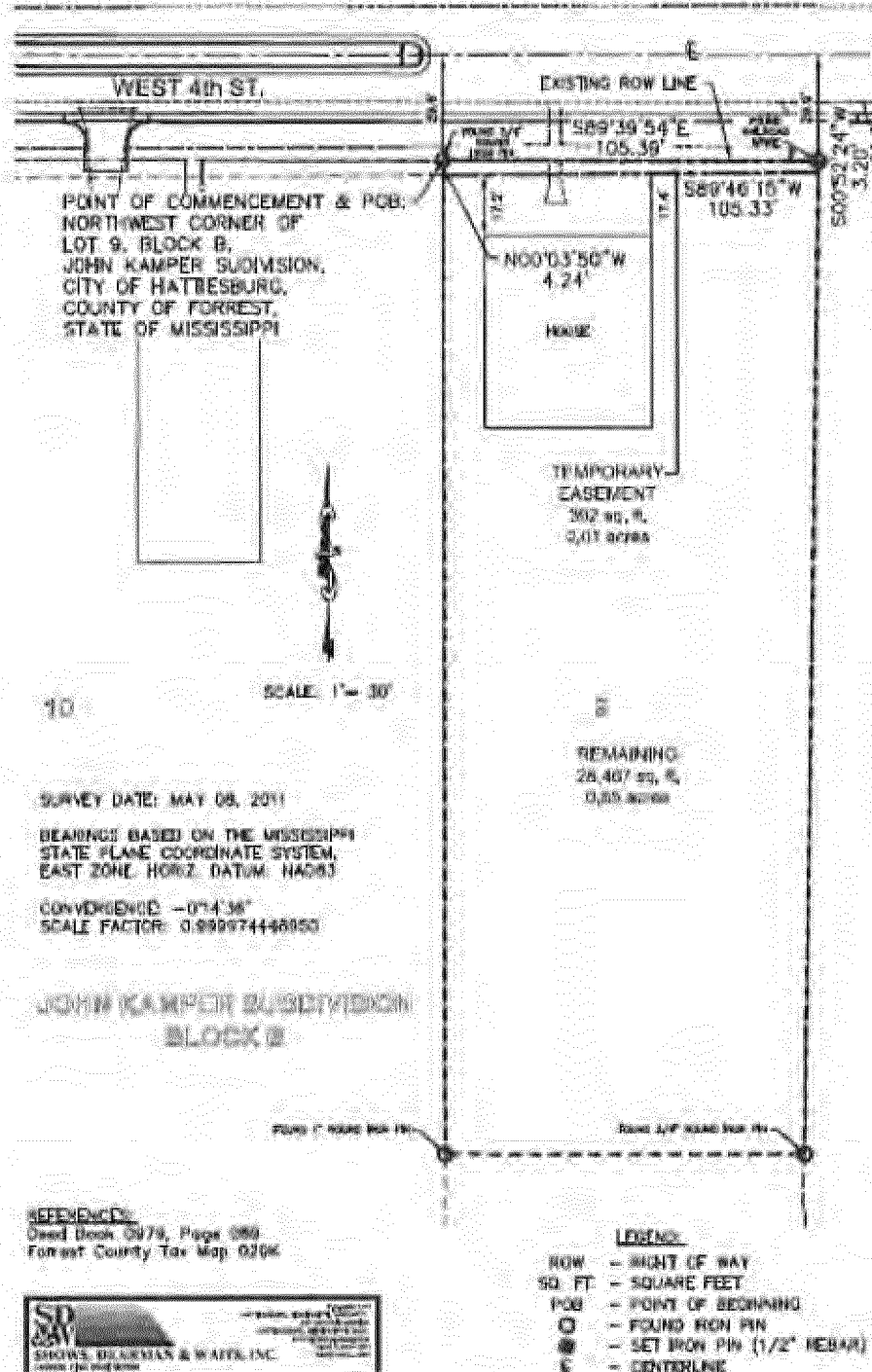
Initial PPT

Project Parcel No. 82
County Parcel No. 2-029K-09-030.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

EXHIBIT "A"

082



Inst. 691489
Bk 1131 Pg 0301

Initial FPT

Project Parcel No. 82
County Parcel No. 2-029K-09-030.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

**RIGHT OF WAY AND TEMPORARY EASEMENT
CLOSING STATEMENT**

Owner: Pecanwood Investments, L.P.

Purchaser: The City of Hattiesburg

Right of Way Offer of Just Compensation from the City of Hattiesburg:	\$32,555.00
Temporary Easement Offer of Just Compensation from the City of Hattiesburg:	\$480.00
GROSS COMPENSATION DUE PROPERTY OWNER:	\$33,035.00
Less Unpaid 2010 Property Taxes PPIN: 14580	(\$3,420.12)
Less Unpaid 2011 Property Taxes PPIN: 14580	(\$2,370.36)
NET COMPENSATION DUE PROPERTY OWNER:	\$27,244.52

I have carefully reviewed the Right of Way and Temporary Easement Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts by me in this transaction. By execution herein, I accept The City of Hattiesburg's Right of Way and Temporary Easement Offer of Just Compensation and acknowledge that I have received said amount.

Owner:

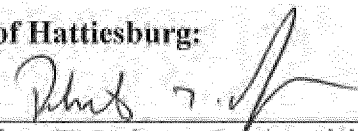
Pecanwood Investments, L.P.

By:


Andrew J. Waites, Manager

The City of Hattiesburg:

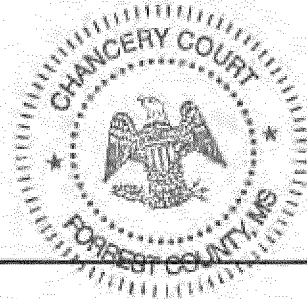
By:


Robert T. Jackson, Jr., Acquisition Agent
Jackson, Bowman & Arrington, PLLC

Date:

 6/11/12

Forrest County
Filed/Recorded JUNE 12 2012 10:34:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Pecanwood Investments, L.P.
P. O. Box 16268
Hattiesburg, MS 39404
Phone: 601-268-3251

WARRANTY DEED

INDEXING INSTRUCTIONS: Lot 10, Block 167 of the O.H. Crittenden Survey

**Inst. 691293
Bk 1131 Pg 0004**

Initial

Project Parcel No. 110
County Parcel No. 2-029J-10-090.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

By way of explanation, Katheryn J. Waites, is one and the same as Geneva Katheryn Waites and a Name Affidavit is attached hereto.

WITNESS THE SIGNATURE of the Grantor on this, the 17 day of May, A.D., 2012.

Pecanwood Investments, L.P.,
a Mississippi General Partnership

By: Ed Waites Properties, LLC, a
Mississippi limited liability company


By: Andrew J. Waites, Manager

Date:

May 17, 2012

STATE OF MISSISSIPPI

COUNTY OF Lamar

May Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of May, 2012, within my jurisdiction, the within named Andrew J. Waites, who acknowledged that he is Manager of Ed Waites Properties, LLC, a Mississippi limited liability company, which is the General Partner of Pecanwood Investments, L.P., a Mississippi General Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires:



Initial



**Inst. 691293
Bk 1131 Pg 0006**

Project Parcel No. 110
County Parcel No. 2-029J-10-090.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

TYPE OR PRINT
WITH BLACK INK

FILING
DATE

JUN 26 1997

CERTIFICATE OF DEATH

STATE FILE
NUMBER 123-

DECEASED

1. NAME First: George Middle: Edgar Last: Waites			2. SEX Male		3a. HOUR OF DEATH 0730A		3b. DATE OF DEATH (Month, Day, Year) 6-19-97		
4. RACE (Specify: White, Black, American Indian, etc.) White		5a. AGE AT LAST BIRTHDAY 81		ONLY IF UNDER 1 YEAR ONLY IF UNDER 1 DAY 5b. MOS 5c. DAYS 5d. HOURS 5e. MINS		6. DATE OF BIRTH (Month, Day, Year) 7-29-15		7a. COUNTY OF DEATH Forrest	
7b. CITY OR TOWN OF DEATH Hattiesburg			7c. HOSPITAL OR OTHER INSTITUTION NAME AND NUMBER (If not in either, give street address, route number or other location) 1218 Crestwood Dr.			7d. IF IN HOSP. OR INST. SPECIFY INPT, OUTPT, EMER, AM OR DOA Residence		7e. STATE OF BIRTH Ms	
8. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary School, College			10. MARRIED: NEVER MARRIED, WIDOWED, DIVORCED Married		11. SURVIVING SPOUSE (If wife, give maiden name) Kathryn Johnson		12. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) Yes		
13. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) American			14. SOCIAL SECURITY NUMBER 426-16-9064		15a. USUAL OCCUPATION (Kind of work done, most of working life) Owner-Operator		15b. KIND OF BUSINESS OR INDUSTRY Grocery Store		
16a. RESIDENCE—STATE Ms		16b. COUNTY Forrest		16c. CITY OR TOWN Hattiesburg		16d. INSIDE CITY LIMITS (Specify Yes or No) Yes		16e. STREET AND NUMBER OR RURAL LOCATION 1218 Crestwood Dr.	

PARENTS

17. FATHER—NAME First: Frank Middle: Waites Last: Waites			18. MOTHER—NAME First: Margaret Middle: Massey Last: Massey		
---	--	--	--	--	--

INFORMANT

19a. INFORMANT—NAME (Type or print) Mrs. Kathryn Waites			19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) 1218 Crestwood Dr., Hattiesburg, Ms 39401		
--	--	--	--	--	--

DISPOSITION

20a. BURIAL, CREMATION, REMOVAL (Specify) Burial		20b. CEMETERY, CREMATORY—NAME Highland Cemetery		20c. LOCATION (City and State) Hattiesburg, Ms		21a. EMBALMER—SIGNATURE AND NUMBER Tommy Ellzie FS 356	
21b. FUNERAL HOME—NAME AND MISSISSIPPI I.D. NUMBER Moore Funeral Home, Inc., 18 M				21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P.O. Box 2056, Hattiesburg, Ms 39403			

PRONOUNCEMENT

22a. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print) ON			22b. PRONOUNCED DEAD (Month, Day, Year) AF			22c. PRONOUNCED DEAD (Hour) m.		
---	--	--	---	--	--	-----------------------------------	--	--

CERTIFIER

23a. CERTIFIER—NAME (Type or print) M. N. Need			23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) POB 15846 M. Burg MS 39404		
24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. SIGNATURE 24b. DATE SIGNED (Month, Day, Year) 24c. STATE LICENSE NUMBER 24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)			24e. On the basis of examination and investigation, in my opinion, death occurred due to the cause(s) and manner as stated. SIGNATURE 24f. TITLE 24g. DATE SIGNED (Month, Day, Year) CMEI Forrest Co 6-23-97		

CAUSE OF DEATH

25. PART I: DEATH CAUSED BY: (a) Myocardial Infarction Syn (b) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (c) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only):			Interval between onset and death: Interval between onset and death: Interval between onset and death:		
26. PART II: OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in PART I					
27a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) 27b. DATE OF INJURY (Month, Day, Year) 27c. HOUR OF INJURY (m.) 27d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED			28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) Yes		
29a. INJURY AT WORK (Yes or No) 29b. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) 29c. LOCATION (Street or route number, City or town, State)					

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

F. E. Thompson Jr. MD
F. E. Thompson, Jr., M.D., M.P.H.
STATE HEALTH OFFICER

JUN 27 97

Nita Cox Gunter
Nita Cox Gunter
STATE REGISTRAR

WARNING:

A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SE OR COUNTER IT IS ILLEGAL TO ALTER

Inst. 691293
Bk 1131 Pg 0008

IN WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared **Kathryn J. Waites**,
("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: **Geneva Kathryn Waites**

Kathryn J. Waites
Kathryn J. Waites

By: Andrew J. Waites
Andrew J. Waites
Attorney-in-Fact

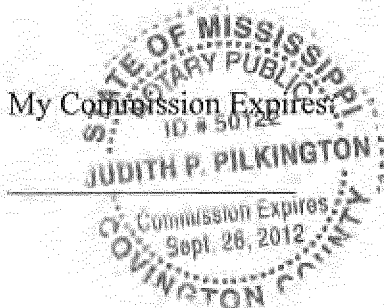
STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of April, 2012, within my jurisdiction, the within named **Andrew J. Waites**, who acknowledged that he holds a valid Power of Attorney on behalf of **Kathryn J. Waites (being one and the same as Geneva Kathryn Waites)**, and that he executed the above and foregoing instrument on behalf of **Kathryn J. Waites (being one and the same as Geneva Kathryn Waites)**, he being duly authorized so to do.

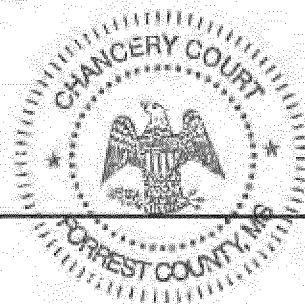
Judith P. Pilkington
NOTARY PUBLIC

My Commission Expires:



Inst. 691293
Bk 1131 Pg 0009

Forrest County
Filed/Recorded JUNE 12 2012 10:36:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson, Bowman & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
Phone: (601) 264-3309

Grantee Address:

The City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403
Phone: 601-545-4540

Grantor Address:

Pecanwood Investments, L.P.
P. O. Box 16268
Hattiesburg, MS 39404
Phone: 601-268-3251

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Lot 10, Block 167 of the O.H. Crittenden Survey

**Inst. 691294
Bk 1131 Pg 0010**

Initial

Project Parcel No. 110
County Parcel No. 2-029J-10-090.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

THE STATE OF MISSISSIPPI

COUNTY OF FORREST

FOR AND IN CONSIDERATION of Four Hundred Eighty and 00/100 Dollars (\$480.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation for public improvements, grading, sodding and other construction purposes on Project No. HPP-7194-00(003) LPA/105845-801000, a temporary easement through, over, on and across the following described land:

A Part of Lot 10, Block 167 of the O.H. Crittenden Survey of the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows:

- **Commencing** at the Northwest Corner of said Lot 10;
- thence run South 00 degrees 25 minutes 57 seconds East and along the West Line of said Lot 10 for 17.50 feet to the Northwest Corner of Grantor's Property;
- thence run South 00 degrees 08 minutes 04 seconds West and along the West Line of said Lot 10 for 4.31 feet to the Proposed South Right of Way Line of West 4th Street for the **Point of Beginning**;
- thence run North 89 degrees 46 minutes 15 seconds East and along said Proposed South Right of Way Line for 167.05 feet;
- thence run South 62 degrees 12 minutes 51 seconds East and along said Proposed south Right of Way Line for 29.45 feet to the East Line of Grantor's Property;
- thence run South 89 degrees 46 minutes 15 seconds West for 10.65 feet;
- thence run North 62 degrees 12 minutes 51 seconds West for 18.81 feet;
- thence run South 89 degrees 46 minutes 15 seconds West for 165.84 feet to the West Line of said Lot 10;
- thence run North 00 degrees 08 minutes 04 seconds East and along said West Line for 5.00 feet to the **Point of Beginning**;
- comprising 0.02 Acres (953 Square Feet), more or less.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. HPP-7194-00(003) LPA/105845-801000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal

Initial 

Inst. 691294
Bk 1131 Pg 0011

Project Parcel No. 110
County Parcel No. 2-029J-10-090.00

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

representatives for or on account of the construction of the proposed highway, change of grade, water damage and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

By way of explanation, George Edgar Waites, one and the same as G. E. Waites, departed this life on June 19, 1997 and a copy of his death certificate is attached hereto.

By way of explanation, Katheryn J. Waites is one and the same as Geneva Katheryn Waites and a Name Affidavit is attached hereto.

WITNESS THE SIGNATURE of the Grantor on this, the 17 day of May, A.D., 2012.

**Pecanwood Investments, L.P.,
a Mississippi General Partnership**

**By: Ed Waites Properties, LLC, a
Mississippi limited liability company**

Andrew J. Waites
By: Andrew J. Waites, Manager

Date:

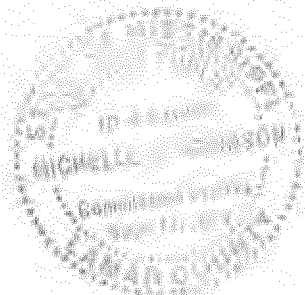
May 17, 2012

STATE OF MISSISSIPPI

COUNTY OF Lamar

May Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of May 2012, within my jurisdiction, the within named Andrew J. Waites, who acknowledged that he is Manager of Ed Waites Properties, LLC, a Mississippi limited liability company, which is the General Partner of Pecanwood Investments, L.P., a Mississippi General Partnership, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:



Michelle Johnson
NOTARY PUBLIC

Initial

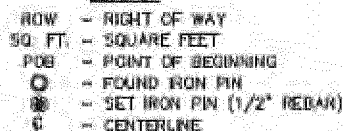
AW

Project Parcel No. 110
County Parcel No. 2-029J-10-090.00

**Inst. 691294
Bk 1131 Pg 0012**

West Fourth Street Project-Phase 2
Project No. HPP-7194-00(003) LPA/105845-801000

110



Page 4 of 4

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

TYPE OR PRINT
WITH BLACK INK

FILING
DATE

JUN 26 1997

CERTIFICATE OF DEATH

STATE FILE
NUMBER 123

DECEASED

1. NAME First Middle Last George Edgar Waites	2. SEX Male	3a. HOUR OF DEATH 0730A	3b. DATE OF DEATH (Month, Day, Year) 6-19-97
4. RACE (Specify: White, Black, American Indian, etc.) White	5a. AGE AT LAST BIRTHDAY 81 Years	5b. MOS ONLY IF UNDER 1 YEAR	5c. DAYS ONLY IF UNDER 1 DAY
5d. HOURS 7-29-15	5e. MINS	6. DATE OF BIRTH (Month, Day, Year) 7-29-15	7a. COUNTY OF DEATH Forrest
7b. CITY OR TOWN OF DEATH Hattiesburg	7c. HOSPITAL OR OTHER INSTITUTION-NAME AND NUMBER (If not in either, give street address, route number or other location) 1218 Crestwood Dr.	7d. IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER., RM OR DOA Residence	7e. STATE OF BIRTH Ms
8. DECEASED'S EDUCATION (Specify only highest grade completed) Elementary High School	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED Married	10. SURVIVING SPOUSE (If wife, give maiden name) Kathryn Johnson	11. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) Yes
12. DRINK OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) American	13. SOCIAL SECURITY NUMBER 426-16-9064	14. USUAL OCCUPATION (Kind of work done, most of working life) Owner-Operator	15. KIND OF BUSINESS OR INDUSTRY Grocery Store
16a. RESIDENCE-STATE Ms	16b. COUNTY Forrest	16c. CITY OR TOWN Hattiesburg	16d. INSIDE CITY LIMITS (Specify Yes or No) Yes
16e. STREET AND NUMBER OR RURAL LOCATION 1218 Crestwood Dr.			

PARENTS

17. FATHER-NAME First Middle Last Frank Waites	18. MOTHER-NAME First Middle Maiden Margaret Massey
---	--

INFORMANT

19a. INFORMANT-NAME (Type or print) Mrs. Kathryn Waites	19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) 1218 Crestwood Dr., Hattiesburg, Ms 39401
---	---

DISPOSITION

20a. BURIAL, CREMATION, REMOVAL (Specify) Burial	20b. CEMETERY, CREMATORY-NAME Highland Cemetery	20c. LOCATION (City and State) Hattiesburg, Ms	21a. EMBALMER-SIGNATURE AND NUMBER Tommy Ellzie FS 356
21b. FUNERAL HOME-NAME AND MISSISSIPPI I.D. NUMBER Moore Funeral Home, Inc., 18 M	21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P.O. Box 2056, Hattiesburg, Ms 39403		

PRONOUNCEMENT

22a. PERSON WHO PRONOUNCED DEATH-NAME AND TITLE (Type or print) ON	22b. PRONOUNCED DEAD (Month, Day, Year) AT	22c. PRONOUNCED DEAD (Hour) m
--	--	---

CERTIFIER

23a. CERTIFIER-NAME (Type or print) M N Aert	23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) POB 15846 N Burg MS 39404
24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. SIGNATURE MD	24b. DATE SIGNED (Month, Day, Year) 6-23-97
24c. STATE LICENSE NUMBER MD	24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) CMEI Ferret Co
24e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. SIGNATURE MD	24f. DATE SIGNED (Month, Day, Year) 6-23-97

CAUSE OF DEATH

25. PART I: IMMEDIATE CAUSE (Enter the cause only and manner as stated) (a) Myelop. Dysplastic Syn	Interval between onset and death
(b) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)	Interval between onset and death
(c) DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only)	Interval between onset and death
26. PART II: OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in PART I	27. AUTOPSY (Yes or No) NO
28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) yes	
29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) NO	29b. DATE OF INJURY (Month, Day, Year) m
29c. HOUR OF INJURY m	29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED
29e. INJURY AT WORK (Yes or No)	29f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)
29g. LOCATION Street or route number City or town State	

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

F. E. Thompson Jr. MD
F. E. Thompson, Jr., M.D., M.P.H.
STATE HEALTH OFFICER

JUN 27 97

Nita Cox Gunter
Nita Cox Gunter
STATE REGISTRAR

WARNING:

A REPR
EMBOSE
OR COU

Inst. 691294
Bk 1131 Pg 0014

ILID. DO NOT ACCEPT UNLESS
PRESENT IT IS ILLEGAL TO ALTER

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared **Kathryn J. Waites**, ("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: **Geneva Kathryn Waites**

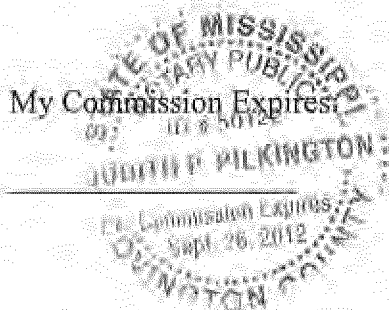
Kathryn J. Waites
Kathryn J. Waites

By: Andrew J. Waites
Andrew J. Waites
Attorney-in-Fact

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of April, 2012, within my jurisdiction, the within named **Andrew J. Waites**, who acknowledged that he holds a valid Power of Attorney on behalf of **Kathryn J. Waites (being one and the same as Geneva Kathryn Waites)**, and that he executed the above and foregoing instrument on behalf of **Kathryn J. Waites (being one and the same as Geneva Kathryn Waites)**, he being duly authorized so to do.

Judith F. Pilkington
NOTARY PUBLIC



Inst. 691294
Bk 1131 Pg 0015



City of Hattiesburg, MS

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

Master

File Number: 2012-0940

File ID: 2012-0940

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Reject Vehicle for Construction from Country Ford

Final Action:

Minute Book Number: MB 2012-1/250

Title:

Acknowledge Delivery of Vehicle Approved for Purchase at Minute Book #2012-1/88; Reject Vehicle due to Not Meeting the City's Approved Specifications

Notes:

Sponsors:

Enactment Date:

Attachments: 07-17-Reject Construction Truck-Country Ford.pdf

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012					

Text of Legislative File 2012-0940

Title

Acknowledge Delivery of Vehicle Approved for Purchase at Minute Book #2012-1/88; Reject Vehicle due to Not Meeting the City's Approved Specifications

Summary

Reject Vehicle for Construction from Country Ford



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: July 10, 2012

SUBJECT: Reject Pickup Truck for Construction from Country Ford

On February 16, 2012 bids were received from various vendors for the above mentioned vehicle. The specifications called for cloth seats. The bid from Country Ford, which included cloth seats, was the lowest and best bid. However, the vehicle that Country Ford delivered had vinyl seats. Therefore, the truck does not meet specifications. I recommend the council reject the vehicle.

Should you have any questions concerning this recommendation, please contact my office.



City of Hattiesburg, MS

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

Master

File Number: 2012-0947

File ID: 2012-0947

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: Approve Plans and Specifications for the Comprehensive Sewer Improvements Phase II project, and authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB 2012-1/250

Title:

Approve the plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Notes: 094695.7220.50

Sponsors:

Enactment Date:

Attachments: Advertisement for Bids, 1273S002_Specs, 1273S002_Plans stamped, executed Advisement for Bids

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012					

Text of Legislative File 2012-0947

Title

Approve the plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Summary

Approve the plans and specifications for the Comprehensive Sewer and Water Improvements Project - Sewer Phase II, and authorize the advertisement for bids for same.

Budget Information

094695.7220.50

Expenditure Type

Regular Budget Item

Purchasing Item

Sealed Bid

Publication Information

Hattiesburg American and Clarion Ledger on 7/20/12 and 7/27/12

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m.** on **August 23, 2012** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 17th day of July A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

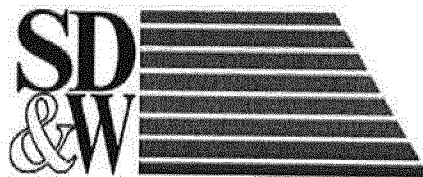
Eddie R. Myers, City Clerk

Publish on 7/20/12 & 7/27/12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II

FOR THE
CITY OF HATTIESBURG
FORREST & LAMAR COUNTIES
MISSISSIPPI

July 2012



PREPARED BY:
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI
(601) 544-1821

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m.** on _____ in the City Clerks Office in the City Hall of said City for furnishing the City's requirements for the following:

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PHASE II
HATTIESBURG, MISSISSIPPI**

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BID:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI**

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PUBLISHED by Order of the Council on the 17th day of July A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 a.m. on, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II** and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be

returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

FURTHER, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, Mississippi .

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 200 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned understands the City of Hattiesburg to choose any Alternate Bid Package. The Contract shall be awarded to the low bidder in the Alternate selected by the Owner.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By: _____

ADDRESS

Proposal		Comprehensive Sewer Improvements - Phase II			
Site 1 - Providence Street					
Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	12" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	40		
2	12" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	335		
3	12" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	103		
4	12" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	393		
5	12" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	496		
Manhole Items					
6	48" Precast Concrete Sewer Manhole (6'-8')	Each	1		
7	48" Precast Concrete Sewer Manhole (8'-10')	Each	1		
8	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
9	48" Precast Concrete Sewer Manhole (12'-14')	Each	1		
10	Drop Manhole Assembly (All Depths)	Each	1		
11	Demolition and Removal of Existing Manhole	Each	5		
Sewer Service Items					
12	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	0		
13	12"x12"x6" Tee	Each	0		
14	6" PVC Cleanout	Each	0		
Miscellaneous Construction Items					
15	Crushed Aggregate (Size 825)	Ton	960		
16	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	2,930		
17	Concrete Pavement Repair (All Depths)	Sq. Yd.	5		
18	Asphalt Pavement Repair (All Depths)	Sq. Yd.	2,170		
19	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	10		
20	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	64		
21	15" Reinforced Concrete Pipe, Class III, Rubber Gasket	Lin. Ft.	64		
22	Class "B" Concrete, Minor Structures	Cu. Yd.	1		
23	Temporary Erosion Control	Lump Sum	1		
24	Mobilization	Lump Sum	1		

25	Maintenance of Traffic		Lump Sum	1	
					Subtotal (Site 1):

Proposal		Comprehensive Sewer Improvements - Phase II			
Site 2 - Corinne Street					
Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	614		
2	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	12		
3	10" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	80		
4	10" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	308		
5	10" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	298		
6	10" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	259		
7	12" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	474		
8	12" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	90		
9	10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths)	Lin. Ft.	521		
Manhole Items					
10	48" Precast Concrete Sewer Manhole (0'-6')	Each	1		
11	48" Precast Concrete Sewer Manhole (6'-8')	Each	4		
12	48" Precast Concrete Sewer Manhole (8'-10')	Each	2		
13	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
14	48" Precast Concrete Sewer Manhole (12'-14')	Each	2		
15	60" Precast Concrete Sewer Manhole (0'-6')	Each	1		
16	Drop Manhole Assembly (All Depths)	Each	6		
17	Demolition and Removal of Existing Manhole	Each	10		
18	Demolition and Removal of Existing Grinder Station	Lump Sum	1		
Sewer Service Items					
19	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	805		
20	8"x8"x6" PVC Tee	Each	5		
21	10"x10"x6" PVC Tee	Each	9		
22	12"x12"x6" PVC Tee	Each	3		
23	6" PVC Cleanout	Each	12		
Miscellaneous Construction Items					
24	Crushed Aggregate (Size 825)	Ton	735		

25	Select Fill Material (Class 9, Group C), LVM		Cu. Yd.	2,251	
26	Concrete Pavement Repair (All Depths)		Sq. Yd.	10	
27	Asphalt Pavement Repair (All Depths)		Sq. Yd.	1,670	
28	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)		Lin. Ft.	328	
29	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets		Lin. Ft.	32	
30	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets		Lin. Ft.	96	
31	24" Reinforced Concrete Pipe, Class III, Rubber Gaskets		Lin. Ft.	160	
32	30" Reinforced Concrete Pipe, Class III, Rubber Gaskets		Lin. Ft.	40	
33	Class "B" Concrete, Minor Structures		Cu. Yd.	7	
34	Grassing		Lump Sum	1	
35	Erosion Control		Lump Sum	1	
36	Mobilization		Lump Sum	1	
37	Maintenance of Traffic		Lump Sum	1	
				Subtotal (Site 2):	

Proposal		Comprehensive Sewer Improvements - Phase II			
Site 3 - County Road					
Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	70		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	577		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	281		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	345		
5	8" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	365		
6	8" SDR 26 PVC Sewer Pipe (14'-16')	Lin. Ft.	161		
Manhole Items					
7	48" Precast Concrete Sewer Manhole (0'-6')	Each	1		
8	48" Precast Concrete Sewer Manhole (6'-8')	Each	2		
9	48" Precast Concrete Sewer Manhole (8'-10')	Each	1		
10	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
11	48" Precast Concrete Sewer Manhole (14'-16')	Each	1		
12	Drop Manhole Assembly (All Depths)	Each	2		
Sewer Service Items					
13	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	610		
14	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	456		
15	8"x8"x6" PVC Tee	Each	22		
16	6" PVC Cleanout	Each	22		
Miscellaneous Construction Items					
17	Crushed Aggregate (Size 825)	Ton	802		
18	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	2,457		
19	Concrete Pavement Repair (All Depths)	Sq. Yd.	0		
20	Asphalt Pavement Repair (All Depths)	Sq. Yd.	1,820		
21	Demolition and Removal of Concrete Headwall	Each	1		
22	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	92		
23	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	68		
24	18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	24		

25	15" Reinforced Concrete Pipe, Flared End Section, Class III	Each	1	
26	Class "B" Concrete, Minor Structures	Cu. Yd.	1	
27	Grassing	Lump Sum	1	
28	Temporary Erosion Control	Lump Sum	1	
29	Mobilization	Lump Sum	1	
30	Maintenance of Traffic	Lump Sum	1	
Subtotal (Site 3):				

Proposal		Comprehensive Sewer Improvements - Phase II			
Site 4 - Weathersby Road					
Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" PVC Sewer Pipe Force Main (All Depths)	Lin. Ft.	10		
2	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	40		
3	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	40		
4	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	90		
5	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	130		
6	8" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	280		
7	8" SDR 26 PVC Sewer Pipe (14'-16')	Lin. Ft.	220		
8	15" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	60		
9	15" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	0		
10	15" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	5		
11	15" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	21		
12	15" SDR 26 PVC Sewer Pipe (12'-14')	Lin. Ft.	120		
13	15" SDR 26 PVC Sewer Pipe (14'-16')	Lin. Ft.	110		
14	8" Ductile Iron Sewer Pipe (0'-6')	Lin. Ft.	161		
15	24" Steel Casing (0.25" WT) (Bored)	Lin. Ft.	60		
16	Abandonment of Existing Sewer Line	Lin. Ft.	250		
Manhole Items					
17	48" Precast Concrete Sewer Manhole (0'-6')	Each	1		
18	48" Precast Concrete Sewer Manhole (6'-8')	Each	1		
19	48" Precast Concrete Sewer Manhole (8'-10')	Each	0		
20	48" Precast Concrete Sewer Manhole (10'-12')	Each	1		
21	48" Precast Concrete Sewer Manhole (12'-14')	Each	1		
22	60" Precast Concrete Sewer Manhole (12'-14')	Each	1		
23	60" Precast Concrete Sewer Manhole (14'-16')	Each	1		
Sewer Service Items					
24	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	92		
25	8"x8"x6" PVC Tee	Each	3		
26	6" PVC Cleanout	Each	4		

	Miscellaneous Construction Items	
27	Crushed Aggregate (Size 825)	Ton 185
28	Select Fill Material (Class 9, Group C), LVM	Cu. Yd. 565
29	Concrete Pavement Repair (All Depths)	Sq. Yd. 268
30	Asphalt Pavement Repair (All Depths)	Sq. Yd. 148
31	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft. 8
32	Class "B" Concrete, Minor Structures	Cu. Yd. 2
33	Modular Block Retaining Wall	Sq. Ft. 240
34	Grassing	Lump Sum 1
35	Temporary Erosion Control	Lump Sum 1
36	Mobilization	Lump Sum 1
37	Maintenance of Traffic	Lump Sum 1
		Subtotal (Site 4):

Proposal		Comprehensive Sewer Improvements - Phase II			
Site 6 - Country Club Road					
Item	Description	Unit	Quantity	Unit Price	Extension
Sewer Pipe Items					
1	6" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	11		
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	934		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	1,674		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	721		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	1,566		
5	10" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	131		
6	10" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	854		
7	Abandonement of Existing Sewer Line	Lin. Ft.	4,594		
Manhole Items					
8	48" Precast Concrete Sewer Manhole (0'-6')	Each	9		
9	48" Precast Concrete Sewer Manhole (6'-8')	Each	5		
10	48" Precast Concrete Sewer Manhole (8'-10')	Each	2		
11	48" Precast Concrete Sewer Manhole (10'-12')	Each	6		
12	72" Precast Concrete Sewer Manhole (18'-20')	Each	1		
13	Drop Manhole Assembly (All Depths)	Each	5		
14	Demolition and Removal of Existing Manhole	Each	5		
15	Abandonement of Existing Manhole	Each	13		
Sewer Service Items					
16	4" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	100		
17	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	1,872		
18	8"x8"x6" PVC Tee	Each	59		
19	10"x10"x6" PVC Tee	Each	10		
20	6" PVC Cleanout	Each	58		
Miscellaneous Construction Items					
21	Crushed Aggregate (Size 825)	Ton	2,021		
22	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	6,192		
23	Concrete Pavement Repair (All Depths)	Sq. Yd.	23		

24	Asphalt Pavement Repair (All Depths)	Sq. Yd.	6,170	
25	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	35	
26	Demolition and Removal of Concrete Headwall	Each	1	
27	Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths)	Lin. Ft.	146	
28	15" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	80	
29	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	30	
30	22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets	Lin. Ft.	36	
31	22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III	Each	1	
32	Class "B" Concrete, Minor Structures	Cu. Yd.	2	
33	Concrete Paved Ditch (4" Depth)	Sq. Yd.	3	
34	Grassing	Lump Sum	1	
35	Erosion Control	Lump Sum	1	
36	Mobilization	Lump Sum	1	
37	Maintenance of Traffic	Lump Sum	1	
Subtotal (Site 6):				

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned, Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for payment of which, well and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to a center BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

COMPREHENSIVE SEWER IMPROVEMENTS PHASE II

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL (L.S.)

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, **CITY OF HATTIESBURG** hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

ARTICLE 1: SCOPE OF WORK

The Contractor agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled

COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 2: THE CONTRACT SUM

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the Contractor agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States, at the time and in the manner hereinafter set forth.

ARTICLE 3: TIME OF COMPLETION

The Contractor agrees, for the consideration above expressed, to begin and complete the work within the time specified in the Proposal. If the Contractor fails to complete the work in the time specified, he shall pay the OWNER as **liquidated damages**, ascertained and agreed, and not in the nature of a penalty, the sum of \$ **750.00** for each day delayed, which shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

The ENGINEER will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the Contractor within thirty (30) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6: THE PERFORMANCE BOND

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bond shall be conditioned on full and complete performance of the Contract, and for the payment of all labor and materials for a period of one (1) year after completion. The Surety on said Bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 INSURANCE

The Contractor agrees to also carry Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance in amounts as required by the Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

City of Hattiesburg

SEAL

BY _____

Title _____

ATTEST _____

CONTRACTOR

SEAL

BY _____

Title _____

ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of _____ (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto _____, (hereinafter called the Obligee), a _____ Corporation existing under the laws of the State of Mississippi, in the penal sum of Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached hereto and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II as shown on Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or

materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at this _____ day of _____, 20_____.

(SEAL)

WITNESSES:

WITNESSES:

Title

PRINCIPAL

ADDRESS

Name of person executing for Principal

Title

SURETY

ADDRESS

Name of person executing for Surety

NOTICE OF AWARD

TO: _____

Project: **COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

City of Hattiesburg
OWNER

By: _____
Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
This the _____ day of _____, 20____

Title: _____

NOTICE TO PROCEED

TO: _____ DATE: _____

Project: COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__ on or before _____, 20__, and you are to complete the WORK within 200 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF HATTIESBURG
OWNER

BY: _____

TITLE: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this the __ day of _____, 20__.

Title: _____

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

ACCEPTANCE: By the OWNER of the Work as being fully complete in accordance with the Contract Documents.

AGREEMENT: The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed: the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept as satisfactory.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the Work.

BONDS: Bid, performance and payment bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instructions to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions, the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

CONTRACT PRICE: The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTING OFFICER: The owner (Grantee)- The individual who is authorized to sign the contract documents on behalf of the owner's governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

ENGINEER: The person, firm or corporation named as such in the Contract Documents.

FIELD ORDER: A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

MODIFICATION: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE OF AWARD: The written notice by OWNER to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER

RESIDENT INSPECTOR

CONSTRUCTION INSPECTOR

PROJECT REPRESENTATIVE: An authorized representative of the ENGINEER assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

SAMPLES: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

SPECIFICATIONS: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION: The stage in construction when a project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.

SUPPLEMENTARY GENERAL CONDITIONS: Federal Conditions in effect at time of submission of Bid.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

SURETY: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

WRITTEN NOTICE: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this Contract shall be delivered to the OWNER through the ENGINEER.

ARTICLE 2 - PRELIMINARY MATTERS:

AWARD:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the BID of any Bidder who does not pass such investigation to the OWNER'S satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid Form. If the Contract is awarded, the OWNER will issue the NOTICE of AWARD and give the successful Bidder a contract for execution within sixty (60) days after the opening of Bids.

EXECUTION OF AGREEMENT:

2.2 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the OWNER within 10 working days or 15 calendar days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

CONTRACTOR'S PRE-START REPRESENTATIONS:

2.4 CONTRACTOR represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, Locality, and local conditions and will obey all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract

Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run no less than the 15 days after receipt by the CONTRACTOR of the Notice to Proceed.

STARTING THE PROJECT:

2.6 CONTRACTOR shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract Time commences to run, except with the written consent of the OWNER.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to ENGINEER an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. See paragraphs 6.22 through 6.26. The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 Within twenty (20) days after delivery of the executed agreement by OWNER to CONTRACTOR, but before starting the Work at the site, a preconstruction conference will be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 Within ten (10) working days after bid opening, the CONTRACTOR will (if required) submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of material or

equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Agreement Modifications, Addenda, Special Conditions, Instructions to Bidders, General Conditions, Technical Specifications and Drawings.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire Project, and all components of Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. The term "equal" or "equivalent" when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in Contract Documents the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR'S convenience shall be the responsibility of the CONTRACTOR. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the grounds, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably

ascertainable from an inspection of the site, including all exploratory work done on behalf of the OWNER on the site or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER.

Differing Site Conditions

4.4 (a) The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the OWNER in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The OWNER shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above.

(c) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5 - BONDS AND INSURANCE:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information For Bidders.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

5.3 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.6 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire or be materially changed without giving the OWNER advance notice by registered mail.

Cancellation and Re-Insurance:

5.7 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this Contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the Superintendent shall be mailed to the Contractor's home or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand names or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Incidental charges or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price, or Contract Time.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the process of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR. (See paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.8 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any drawings shall not control the CONTRACTOR in dividing the work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public utility charges.

Laws and Regulations:

6.16 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the CONTRACTOR

performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Engineer and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.20 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

Emergencies:

6.21 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase

in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.23 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR'S stamp of approval on any Shop Drawings or sample shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER'S attention to such deviation at the time

of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

Cleaning Up:

6.28 Site. The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the owner, the CONTRACTOR shall remove all his surplus and discarded materials excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the OWNER is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Sanitary Provisions:

6.32 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.37 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the special conditions. The OWNER will be responsible for obtaining all permits necessary for the work. Upon completion of the Work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the Project.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structure connected therewith, that are encountered in the work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.38.1 The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Use of Premises:

6.39 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.39.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, subcontractors and other personnel and in routing material delivery trucks and other vehicles to the Project Site.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), trees, and shrubbery not indicated on

the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract.

Temporary Heat:

6.41 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR'S proposed methods of heating shall be submitted for approval.

ARTICLE 7 - WORK BY OTHERS:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any such other CONTRACTOR (or the OWNER), the CONTRACTOR will promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The CONTRACTOR will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provide in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General Contractor shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

ARTICLE 8 - OWNER'S RESPONSIBILITIES:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S identifying and making available to CONTRACTOR copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work, see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 The ENGINEER shall be the OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER'S representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 Except as may be otherwise provided in this contract all claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward ascertaining on behalf of the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders, see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 The OWNER or the ENGINEER will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request arbitration with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such arbitration to be in accordance with Article 16. However, no request for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to request arbitration within said thirty (30) days period shall result in the ENGINEER'S decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR'S responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE:

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without changing the Contract Price.

11.2 (a) The OWNER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;

- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the OWNER, which causes any such change, shall be treated as a change order under this clause, provided that the CONTRACTOR gives the OWNER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.

(c) Except as herein provided, no order, statement, or conduct of the OWNER shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

(d) If any change under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, weather or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: PROVIDED, HOWEVER, that except for claims based on defective specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as therein required. And provided further, that in the case of defective specifications for which the OWNER is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.

(e) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER. The statement of claim hereunder may be included in the notice under (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved. Should the Work (by quantity) be increased or decreased by 15 per cent from that stipulated in the Contract Documents, the OWNER and the CONTRACTOR may request adjustment of the unit prices by negotiation. If negotiation fails to reach agreement, then either party may request arbitration for the volume in excess of the 15 per cent differential.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to salaries and wages plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to OWNER who will then determine with the advice of ENGINEER, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the cost of the Work shall be determined in accordance with paragraphs 11.4 and 11.5.

11.4.4 Costs of special consultants (including but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

11.4.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of Work for the purpose of determining CONTRACTOR'S fee. If however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals, (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2. A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 Allowances: It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2. The CONTRACTOR'S costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses, except that whenever unit price allowances are stipulated for brick, the Change Order will not include any cost as described in 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of

SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs or adjustments, in the Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

ARTICLE 14 - PAYMENTS AND COMPLETION:

Payments to Contractors:

14.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within sixty (60) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 10 per cent of the payment claimed until work is 50 per cent complete;

14.1.2 When Work is 50 per cent complete, reduction of the withholding to 5 per cent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 per cent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 10 per cent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens") and that no work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.3 The ENGINEER'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application of Payment and the supporting data, that the Work has progressed to the point indicated; That, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval), and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment, the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the OWNER free and clear of any Liens.

14.4 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment has been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

14.5 The ENGINEER'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.11 have been fulfilled.

14.6 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such

payment, because of subsequently discovered evidence or the results of subsequent inspections or tests nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute and acceptance of such portions of the Work.

14.8 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the Work.

14.10 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen,

mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Acceptance of Final Payment as Release:

14.11 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 No Work shall be done under these Specifications except by permission of the OWNER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the OWNER, shall suspend all work until instructed to resume operations by the OWNER and the Contract Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR. Any compensation for repairs or replacements shall be subject to approval of the OWNER.

Owner May Terminate:

15.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property; or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the Contract Documents, then the OWNER may without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or the Surety will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR'S services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted,

or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) days notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required and in case such failure causes the CONTRACTOR additional expense or need for extension of time, the CONTRACTOR may make such claims upon the OWNER and obtain adjustments as provided herein.

Liquidated Damages:

15.9 If the CONTRACTOR shall fail to complete the work within the contract time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 and the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 5 days or within such time as determined by the OWNER after date of commencement of work prepare and submit to the OWNER for approval a practicable schedule, showing the order in which the CONTRACTOR proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion at any time. The CONTRACTOR shall enter on the chart the actual progress at such intervals as directed by the OWNER and shall immediately deliver to the OWNER three (3) copies thereof. If the CONTRACTOR fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the CONTRACTOR submits the required progress schedule.

If, in the opinion of the OWNER, the CONTRACTOR falls behind the progress schedule, the CONTRACTOR shall take such steps as may be necessary to improve his progress and the OWNER may require him to increase the number of shifts, or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the OWNER.

Failure of the CONTRACTOR to comply with the requirements of the OWNER under this provision shall be grounds for determination by the OWNER that the CONTRACTOR is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such

determination the OWNER may terminate the CONTRACTOR'S right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay - Time Extensions.

Should the Contractor fail to complete the work within the specified time, or within any extra time allowed under these specifications, a sum of money, determined by the following schedule, shall be deducted from any funds due the Contractor, the Owner shall have the right recover the said sum or sums from the Contractor or from the surety, or from both. The amounts of these deductions are to cover the liquidated damages to the Owner incurred by additional or other expenses due to the failure of the Contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties.

The damages indicated above shall be considered as liquidated damages for the loss to the Owner on account of the expense due to the employment of Engineers and their assistants and to any others expenses incurred after the expiration of the Contract time as determined by the Engineer.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items.

ABANDONMENT OF EXISTING SEWER LINE

Payment for abandonment of existing sewer line shall be as indicated on the construction plans. The item shall include all labor, materials and equipment necessary to complete the item. The item shall be paid per linear foot.

STEEL CASING

Payment for steel casing will be per linear foot measured from end to end of casing along the centerline of pipe. Diameter and thickness shall be as noted in the plans and specifications. Bored or Open cut casing pipe shall include labor, equipment and materials to install bore at depth as shown on plans.

REINFORCED CONCRETE PIPE (R.C.P)

Payment for all drainage pipe will be per linear foot for various diameter pipe measured from end of pipe to end of pipe installed in relation to the diameter of the pipe.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DROP MANHOLE CONNECTION

Payment for drop manhole connection shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

DEMOLITION AND REMOVAL OF EXISTING MANHOLES

Payment for demolition and mobilization of existing manholes shall be as indicated on the construction plans. The item shall include the total removal of the manhole assembly and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per each.

REMOVE, MODIFY AND RESET EXISTING MANHOLE

Payment for remove, modify and reset existing manhole shall be as indicated on the construction plans. The item shall include the removal of the manhole assembly, medication of the manhole as indicated on the construction plans and resetting of the manhole as indicated. The item shall include

all labor, equipment and materials necessary to remove, modify and reset an existing manhole. Bypass pumping shall be an absorbed portion of this item should it be necessary for the installation. The item shall be paid per each.

REMOVAL OF EXISTING SEPTIC TANK

Payment for removal of existing septic tank shall be as indicated on the construction plans. The item shall include the removal of the septic tank and proper disposal of all components from the removal process. Necessary backfill required for the void shall be included in the item. Item shall include any necessary reconnection fittings or pipe to make the facility a fully functioning sanitary sewer service. The item shall include all labor, equipment and materials necessary for removal of existing septic tank. Bypass pumping shall be an absorbed portion of this item should it be necessary for the installation. The item shall be paid per each.

PVC SEWER SERVICE LINE

Payment for sewer service will be per linear foot for various diameter pipe measured from end of sewer tee to the fitting on the cleanout to the nearest whole foot. Item shall include all labor, equipment and materials necessary to install all equipment.

SEWER SERVICE TEE

Payment for sewer service tee will be per each at the bid size. Price shall include all labor, materials and equipment necessary to install sewer service tee based on plans and specifications.

SEWER CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect depth as necessary to provide sanitary sewer service to project area.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

ASPHALT PAVEMENT REPAIR

Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include furnishing and installing concrete curb to match removed concrete curb and gutter. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to curb as a result of poor construction methods or neglect from the contractor. Payment shall be per linear foot measured at the back of the curb.

DEMOLITION AND REMOVAL OF STORM SEWER PIPE

Payment for demolition and mobilization of storm sewer shall be as indicated on the construction plans. The item shall include the total removal of the pipe and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per linear foot.

CLEARING AND GRUBBING

Payment for clearing and grubbing shall include removal of all items within the required limits of construction necessary to complete the project based on the construction plans and specifications. Payment shall include off site removal of all items removed during clearing and grubbing. Item shall include all materials, labor and equipment necessary to meet the plans and specifications. Payment shall be lump sum.

GRASSING

Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.

EROSION CONTROL

Payment for Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

MOBILIZATION

Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site, to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.

MAINTENANCE OF TRAFFIC

Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the engineer.

MODULAR BLOCK RETAINING WALL

Payment for modular block retaining wall shall include furnishing and installing blocks, backfill, base material, geofabric, etc. as required by the plans and specifications. Item shall include all materials, labor and equipment. Payment shall be made by square foot based on top of wall and granular base. Length shall be an average of the top and bottom lengths.

TECHNICAL SPECIFICATIONS

SANITARY SEWERAGE SYSTEMS

1.0 GENERAL

This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this Specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.
- F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile Iron Pipe and Fittings for Water and Other Liquids.

C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

C 110 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

3.1 Ductile Iron Pipe: The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.
2. Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.
3. Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

B. Ductile Iron Pipe Submittal Shall Include the Results of:

1. Tension Test
2. Impact Test
3. Low Temperature Impact Test

Sampling procedure shall be as indicated in ANSI 21.51.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured 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.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have a Protecto 401 lining on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe : PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115 lb./in. - in, respectively. 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.

Approved adaptors shall be used for making connections between PVC pipe and concrete manholes.

C. **Service Laterals:** Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

All service lines shall extend a maximum of up to 5 feet from house fronts of residences and public buildings and up to the property lines of businesses.

4.2 Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR).

4.3 Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table:)

SIZE NO. 467

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - ½"	95 - 100
¾"	35 - 70
⅜"	10 - 30
No. 4	0 - 5

4.4 Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - ½" sieve.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Standards Class 6, Group C.

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Backfill: General : The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.

A. **Gradation:** Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2), sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. **Site Preparation:** Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.

Stripping operation shall be to a depth of not less than 6 inches in all cases.

B. **Asphalt or Concrete Removal:** Before trenching operations begin, the existing asphalt or

concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

C. Trenching: The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.

The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.

The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.

Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

If adequate area is not available on the construction site, the CONTRACTOR will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

D. Disposal: The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.

The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and

surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of sewer pipe.

E. Dewatering: The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the pipe laying operation.

F. Bedding: The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.

Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.

1. Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

2. Bedding Materials: As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. Depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

3. Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

4. Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

- a. Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.
- b. Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be

required, except that caused by conventional shaping equipment.

- c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OR ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 PIPE HANDLING AND STORAGE: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the sewer shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth, or other substance will enter the pipe or fittings.

Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up.

Each joint of pipe shall be installed using an approved target to align the pipe with the

projected laser beam. The methods and procedures shall be in strict accord with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 PIPE JOINTING: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

A. **PVC Pipe Joint Construction:** The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously completed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

B. **Ductile Iron Pipe Joint Construction:** The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.

When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts

on either side; and last , the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 STREAM CROSSING: Ductile iron pipe Class 50 shall be used as shown on the Drawings. Granular fill, concrete, and concrete collars shall be placed or constructed as shown on the contract drawings.

5.6 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location.

5.7 BORINGS: Borings shall be accomplished in accordance with Mississippi State Highway Department or Railway Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

A. Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be water tight.

B. Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.

C. Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under surcharged sewage conditions.

D. Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end with a quick setting grout.

5.8 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet,

horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:

1. It is laid in a separate trench.
2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
3. In either case the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

B. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.9 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

6.0 TESTING

6.1 Ductile Iron Pipe:

A. Field Inspection: The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.

B. Material Test: Material test shall be conducted during the manufacturing process and the

results shall be included as part of the submittals. No other material test shall be required.

6.2 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.3 STEEL CASING PIPE: Material test shall be included as part the submittal. No other material test shall be required.

6.4. BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation - AASHTO T 88
Liquid Limit - AASHTO T 89
Plasticity Index - AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.5 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99. Compaction tests for sewer pipe related work shall not be less than as follows:

	(Number of Compaction Tests)	
	AASHTO T-99	AASHTO T-191 or ASTM D 2922
Select Backfill Material OR Stabilization Material	1	One per 100 CY
Bedding Material	2	One per 600 LF
Tamped Backfill	2	One per 600 LF

6.6 INFILTRATION/EXFILTRATION TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes.

The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Exfiltration Test: The exfiltration test shall be conducted between adjacent manholes. The inlet pipes in the downstream and upstream manholes shall be plugged. The line being tested shall be filled with water until water depth becomes two (2) feet above top of pipe being tested in the upstream manhole. The water loss shall be measured in the upstream manhole at 12 hour intervals for two (2) days and the exfiltration rate calculated from the data obtained. Any section exceeding an exfiltration rate of 200 gallons/day/inch diameter of pipe/mile shall fail the test. The Contractor shall locate and repair leaks as necessary to pass the exfiltration test. A low pressure air test conforming to ASTM C-828-80 or latest revision may be used in lieu of the exfiltration test.

6.7 DEFLECTION TESTS: 100% of the PVC gravity sewer shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, replace and thoroughly tamp

haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection.

STANDARD SPECIFICATION
FOR LINING DUCTILE IRON PIPE
FOR SEWER SERVICE

1.0 Condition of Ductile Iron Prior to Surface Preparation

All ductile pipe and fittings shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the intent of this specification is that the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

2.0 Lining Material

The Standard of Quality is Protecto 401 Ceramic Epoxy. The material shall be an amine cured novalac epoxy containing at least 20% by volume of ceramic quartz pigment. Any request for substitution must be accompanied by a successful history of lining pipe and fittings for sewer service, a test report verifying the following properties, and a certification of the test results.

- A. A permeability rating of 0.00 when tested according to Method A of ASTM E-96-66, Procedure A with a test duration of 30 days.
- B. The following test must be run on coupons from factory lined ductile iron pipe:
 - 1. ASTM B-117 Salt Spray (scribed panel) - Results to equal 0.0 undercutting after two years.
 - 2. ASTM G-95 Cathodic Disbondment 1.5 volts @ 77°F. Results to equal no more than 0.5mm undercutting after 30 days.
 - 3. Immersion Testing rated using ASTM D-714-87.
 - a. 20% Sulfuric Acid - No effect after two years.
 - b. 140°F 25% Sodium Hydroxide - No effect after two years.
 - c. 160°F Distilled Water - No effect after two years.
 - d. 120°F Tap Water (scribed panel) - 0.0 undercutting after two years with no effect.
- C. An abrasion resistance of no more than 3 mils (.075mm) loss after one million cycles using European Standard EN 598: 1994 Section 7.8 Abrasion Resistance.

3.0 Application

A. Applicator

The lining shall be applied by a certified firm with a successful history of applying linings to the interior of ductile iron pipe and fittings.

B. Surface Preparation

Prior to abrasive blasting, the entire area to receive the protective compound shall be inspected for oil, grease, etc. Any areas with oil, grease, or any substance which can be removed by solvent, shall be solvent cleaned to remove those substances. After the surface has been made free of grease, oil or other substances, all areas to receive the protective compounds shall be abrasive blasted using sand or grit abrasive media. The entire surface to be lined shall be struck with the blast media so that all rust, loose oxides, etc., are removed from the surface. Only slight stains and tightly adhering oxide may be left on the surface. Any area where rust reappears before lining must be reblasted.

C. Lining

After the surface preparation and within 8 hours of surface preparation, the interior of the pipe shall receive 40 mils nominal dry film thickness of Protecto 401. No lining shall take place when the substrate or ambient temperature is below 40 degrees Fahrenheit. The surface also must be dry and dust free. If flange pipe or fittings are included in the project, the lining shall not be used on the face of the flange.

D. Coating of Bell Sockets and Spigot Ends

Due to the tolerances involved, the gasket area and spigot end up to 6 inches back from the end of the spigot end must be coated with 6 mils nominal, 10 mils maximum using Protecto Joint Compound. The Joint Compound shall be applied by brush to ensure coverage. Care should be taken that the Joint Compound is smooth without excess buildup in the gasket seat or on the spigot ends. Coating of the gasket seat and spigot ends shall be done after the application of the lining.

E. Number of Coats

The number of coats of lining material applied shall be as recommended by the lining manufacturer. However, in no case shall this material be applied above the dry thickness per coat recommended by the lining manufacturer in printed literature. The maximum or minimum time between coats shall be that time recommended by the lining material manufacturer. **To prevent delamination between coats, no material shall be used for lining which is not indefinitely recoatable with itself without roughening of the surface.**

F. Touch-Up & Repair

Protecto Joint Compound shall be used for touch-up or repair in accordance with manufacturer's recommendations.

4.0 Inspection and certification

A. Inspection

1. All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined in SSPC-PA-2 Film Thickness Rating.
2. The interior lining of all pipe barrels and fittings shall be tested for pinholes with a nondestructive 2,500 volt test. Any pinholes found shall be repaired prior to shipment.
3. Each pipe joint and fitting shall be marked with the date of application of the lining system along with its numerical sequence of application on that date and records maintained by the applicator of his work.

B. Certification

The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified.

5.0 Handling

Protecto 401 lined pipe and fittings must be handled only from the outside of the pipe and fittings. No forks, chains, straps, hooks, etc. shall be placed inside the pipe and fittings for lifting, positioning, or laying. The pipe shall not be dropped or unloaded by rolling. Care should be taken not to let the pipe strike sharp objects while swinging or being off loaded. Ductile iron pipe should never be placed on grade by use of hydraulic pressure from an excavator bucket or by banging with heavy hammers.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification for Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198	Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
T-99	Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.
T-191	Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be preformed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements

of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7)W.T., 410 pounds with neoprene gasket, four 5/8 inch stainless steel bolts recessed into cover. Cover labeled "SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10 All manholes: All manholes shall be lined inside with a sixteen (16) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on

surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 8-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications - CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-

191 or ASTM D 2922. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 GENERAL

The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of this Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.

2.0 APPLICABLE PUBLICATIONS

The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:

American Association of State Highway and Transportation Officials (AASHTO).

T 99 Standard Method of Test for the Moisture Density Relations of Soils Using a 5.5 lg.
(2.5 kg) Rammer and a 12-inch (305 mm) Drop.

T 167 Compressive Strength of Bituminous Mixture

T 191 Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method

T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow
Depths)

Mississippi Department of Transportation (MDOT)

Standard Specifications for Road and Bridge Construction, Current Edition.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MDOT Specification Section 301.

4.2 Prime Coat: Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 702.

4.3 Bituminous Pavement: Bituminous Pavement for roadway and parking areas, wearing and binder courses, shall consist of a mix in accordance with MDOT Specifications Section 403. Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

Bituminous Materials (AC-20) 702.01 Aggregate

A. BC-1 Binder Course

B. SC-1 for Surface Course Filler 703.14

C. Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING AND SODDING.

E. Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the Engineer. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the Engineer). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.

Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to

stop construction and restore full traffic during certain rush hours.

The Contractor shall at all times (unless otherwise permitted in writing by the Engineer) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours. All traffic shall be maintained in accordance with the MUTCD, current Edition.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.

Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

A. Clay Gravel Base Course: Class 4, Group "B" as per 2006 Edition of Mississippi State Highway Department Road and Bridge Specification.

B. Asphalt Repair: Temporary Asphalt repair shall be made using 2" thickness of milled asphalt material.

C. Concrete Repair: Concrete repair shall be made using 3,000 psi concrete meeting Technical Specifications - CONCRETE

D. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

F. Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.

G. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph (b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is 4 inches.

Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (B) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTO T99.

5.5 Repair to Lawns:

A. General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained.

B. Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - ½ tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.

D. Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted

in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type (s) of permanent grasses shall be the same as the grass (es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent grass (es) is obtained. Such additional restoration work shall include the 1 - ½ tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

Sodding: Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding

5.6 Erosion Control: During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion. During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

5.7 General Grassing of Unimproved Areas

A. General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slopes and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.

B. Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.

C. Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.

D. Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.

Seeding: Seed shall be uniformly sown in accordance with Technical Specification - Seeding and Sodding

Sodding: Sod shall be place in accordance with Technical Specification - Seeding and Sodding

E. Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of an emulsified asphalt or by "crimping" parts of the material into the soil.

5.8 Miscellaneous Items: Items such as fences, gates, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

5.9 General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6.0 TESTING

6.1 General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922.

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

CONCRETE

1. GENERAL

A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.

B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2. APPLICABLE DOCUMENTS

The following publications form a part of this Specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

A 615 Billet Steel for Concrete Reinforcement

C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field

C 33 Specifications for Concrete Aggregates

C 39/C 39 M Compressive Strength of Molded Concrete Cylinders

C 143 Slump of Portland Cement Concrete

C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class

B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4. MATERIALS:

A. **General:** The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.
2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. **Concrete Mix:** The concrete materials and mix design, shall conform to the requirements for Class B concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. **Reinforcing Steel** - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. **Curing Material** - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5. CONSTRUCTION:

A. **Weather Limitations:** Concrete shall be placed when the atmospheric temperature is a minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. **Forms:** Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the form work. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6. TESTING

The following test shall be required:

A. Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

SEEDING AND SODDING

1.0 DESCRIPTION

This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 nor more than 8.0.

3.2 **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.

3.3 **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.

3.4 **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.

All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination and Planting Schedule

Spring and Summer Seeding (March 1 to September 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30

TOTAL 50

Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8

TOTAL 73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require a cultural bacteria that is adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.

3.6 Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.

3.7 Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.

3.8 Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall,

when placed be live, fresh, growing grass with at least two and one-half (2 ½) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3" x 8", and free from ragged edges.

4.0 INSPECTION AND TESTS

4.1 Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pas the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.

4.2 Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5.0. PREPARATION OF GROUND SURFACE

5.1 General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.

5.2 Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.

The topsoil shall be evenly spread on tilled areas to a uniform depth of at least 3 inches after compaction. Spreading shall be performed so that seeding can proceed with a minimum of soil preparation or tilling. After preplanting fertilization is completed, the topsoil shall be compacted by rolling with a cultipacker or by other approved means.

Rehabilitation of the stockpile areas shall include returning the area to near pre-construction conditions, including seeding of the area to re-establish the growth of grass.

5.3 Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders

or other approved equipment.

5.4 Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the next specified operation.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.2 Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7.0 PLANTING SEED

7.1 General : A satisfactory method of sowing shall be employed, using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.

7.2 Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.

7.3 Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.

7.4 Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.

Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.

The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod, and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.

Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.

8.0 MAINTENANCE

Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.

9.0 ESTABLISHMENT OF GROWTH

9.1 General: The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.

9.2 Mowing: Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.

9.3 Refertilizing: The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.

9.4 Reseeding: The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

CONNECTION TO MAINLINE PIPE (INSERT-A-TEE)

“Connection of the new service lateral* to the mainline shall be accomplished by means of a compression-fit service connection. The service connection shall be specifically designed for connection to the sewer main being installed, and shall be INSERTA TEE as manufactured by INSERTA FITTINGS Co., Hillsboro, Oregon, Telephone (503) 357-2110; Fax (503) 359-5417; or approved equal. Installing using procedures and equipment as referenced in manufacturer’s written installation instructions.”

**Types available for all mainlines*

PART NO.	TYPES	GASKETED BELL SDR 35	GASKETED BELL IPS/SCII 40
1	PVC Hub	ASTM D3034	ASTM D3034 SDR 26
2	Gasket	ASTM F477	ASTM F477
3	Band	301 SS	301 SS
3	Screw	305 SS	305 SS
3	Housing	301 SS	301 SS
4	Rubber Sleeve	ASTM C443	ASTM C443

CONSTRUCTION PLANS

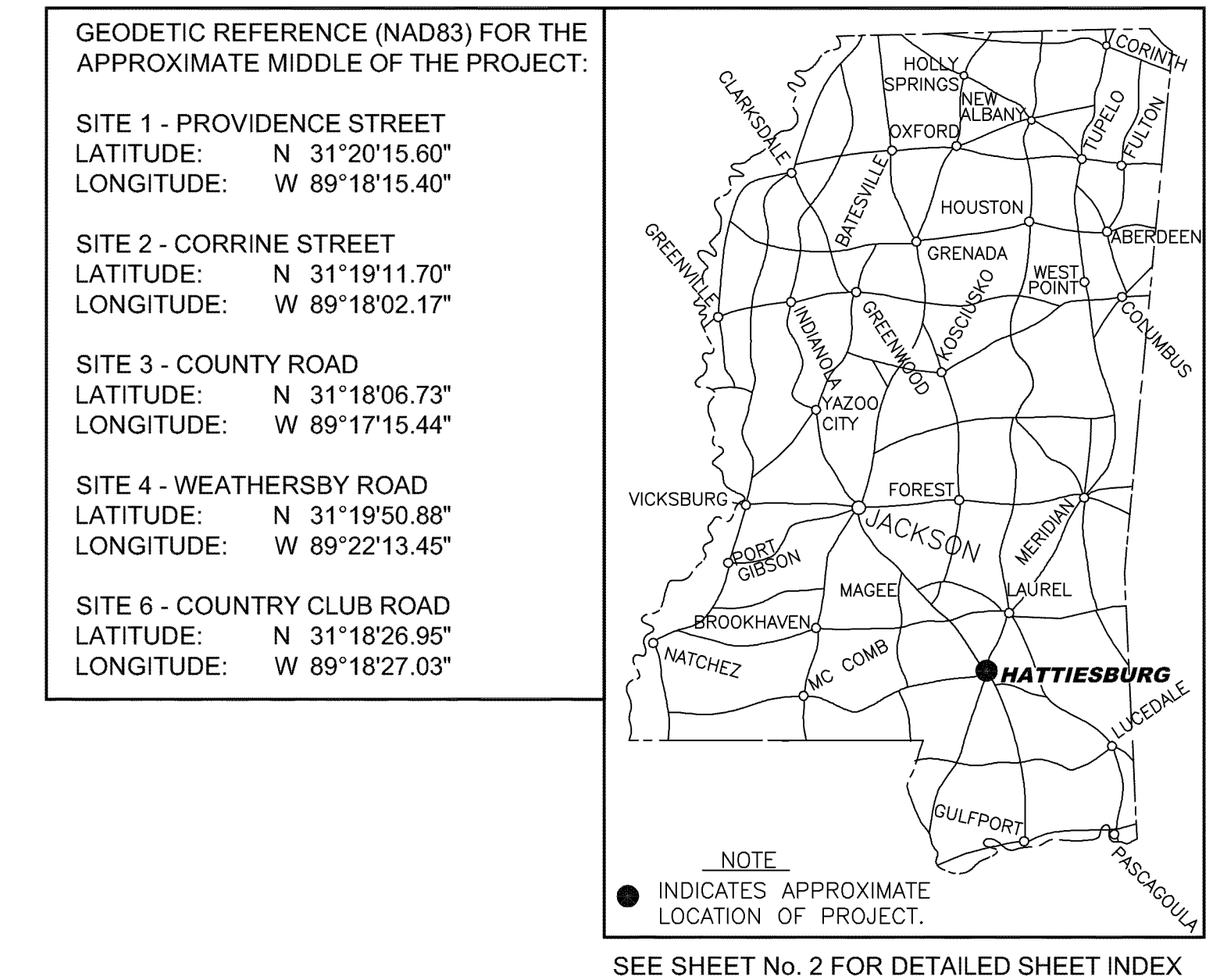
FOR

COMPREHENSIVE SEWER
IMPROVEMENTS - PHASE II

FOR THE

CITY OF HATTIESBURG

FORREST & LAMAR COUNTIES
MISSISSIPPI



MAYOR

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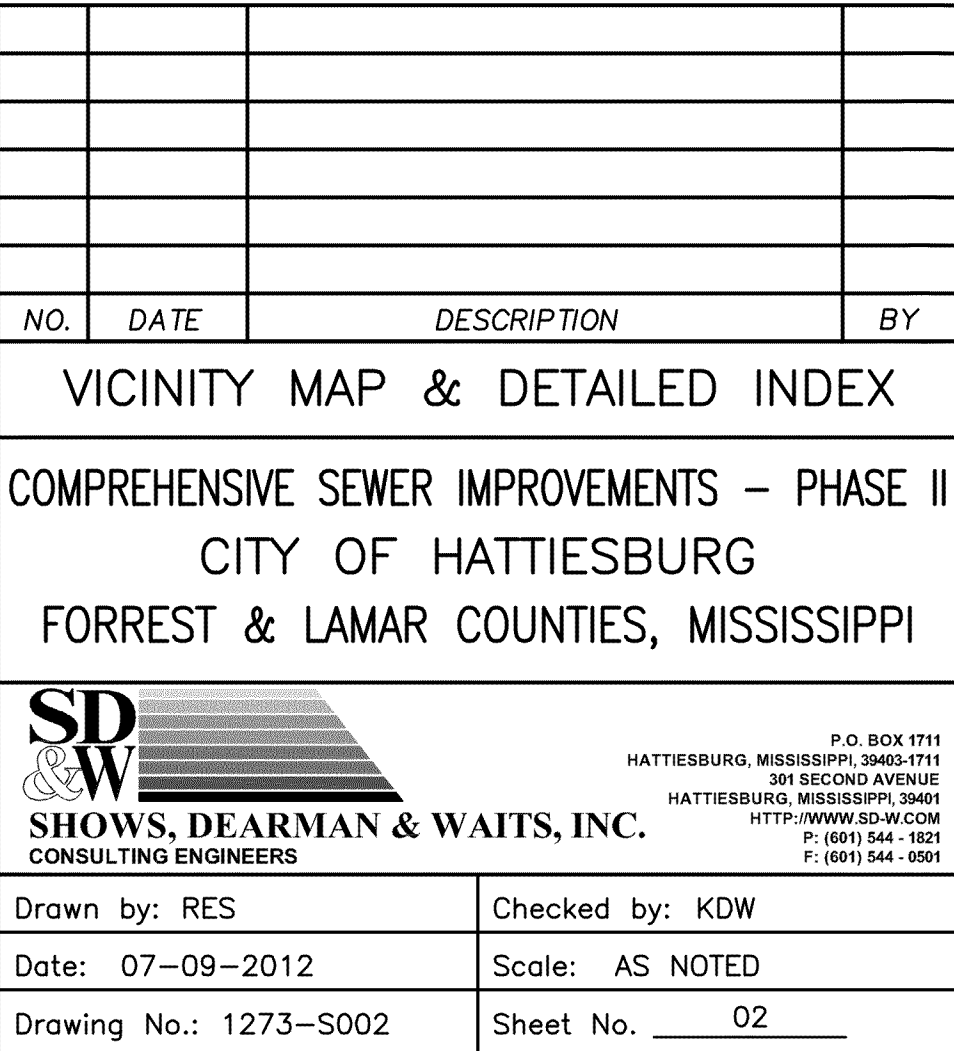
DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

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TOWNSHIP 4 NORTH



1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT, INCLUDING THE PROJECT, THE JOB, THE DRAWINGS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE RETAINED AND KEPT ON THE DRAWINGS DAILY.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
4. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR FINISHING THE CONSTRUCTION PLAN. THE CONTRACTOR SHALL FURNISH SEWER CUT SHEETS TO THE ENGINEER ONE WEEK PRIOR TO ANY CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
7. ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
8. ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
9. PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
10. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
11. THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION. SUBMITTAL SHALL INCLUDE A DETAILED DETOUR PLAN.
12. ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
13. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THE PLANS.
14. ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
15. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
16. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
17. WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
18. THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
19. THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION, UNLESS OTHERWISE NOTED. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
20. ALL SEWER LINES CROSSING PAVED ROADS SHALL BE BORED WITH CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED ROADS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXCEPTION: WHERE THE PROPOSED SEWER LINE IS LOCATED ALONG AND IN THE PAVED ROADWAY, THE CONTRACTOR SHALL OPEN CUT THE ROADWAY AND REPAIR AS DETAILED. PAY SHALL BE DETERMINED AS NOTED ON THE PLANS AND THE BID PROPOSAL.
21. ALL PAVED DRIVEWAYS SHALL BE OPEN CUT WITH NO CASING, UNLESS OTHERWISE NOTED, AND REPAIRED IN KIND. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS. CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
22. ALL CASINGS SHALL BE OF THE SIZE AND TYPE AS NOTED ON THESE PLANS. ALL CASINGS SHALL HAVE SPACERS INSTALLED TO SECURE THE SEWER PIPE CONTAINED WITHIN. ALL STEEL CASING SHALL BE 0.250 WALL THICKNESS EXCEPT ANY RAILROAD BORES (ABANDONED OR ACTIVE) SHALL BE 0.375 WALL THICKNESS. ALL BORES SHALL INCLUDE INJECTION MOLDED HIGH DENSITY VIRGIN POLYETHYLENE CASING SPACERS.
23. MANHOLES AND DUCTILE IRON PIPE SHALL HAVE 16 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED.
24. ALL PVC SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS SHALL BE ABSORBED EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE.
25. ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
26. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT.
27. INFILTRATION/EXFILTRATION AND MANDREL TEST WILL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE CONTRACTOR
28. ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
29. ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
30. ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
31. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
32. PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
34. WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
35. THE TYPICAL TEMPORARY EROSION CONTROL MEASURES AND TYPICAL DITCH TREATMENTS REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DAILY DURING CONSTRUCTION. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN LOCATIONS AS DIRECTED BY THE ENGINEER. TEMPORARY EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACE IS PAVED.
36. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING MANHOLES AND SEWER LINES, AS NOTED ON THE PLAN SHEETS. THE CONTRACTOR SHALL DISPOSE OF SAID MATERIAL AT AN APPROVED DISPOSAL SITE. REMOVAL AND DISPOSAL OF EXISTING MANHOLES SHALL BE PAID UNDER THE "REMOVAL OF MANHOLE" ITEM. REMOVAL AND DISPOSAL OF EXISTING SEWER PIPE SHALL BE ABSORBED UNDER THE PIPE LAYING OPERATION. (NO SEPARATE PAY)
38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT. SERVICE CONNECTIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, SERVICE LINE, FITTINGS AND CLEAN-OUT. ALL SERVICE LINE REPLACEMENTS SHALL MATCH EXISTING SIZE. FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL. CLEAN-OUTS SHALL BE PLACED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE DIRECTED. SERVICE LINE CONNECTIONS SHALL BE LOCATED ADJACENT TO EXISTING SERVICE LINES. THE CONTRACTOR SHALL INCLUDE THE NECESSARY CONNECTIONS BETWEEN THE EXISTING SERVICE CONNECTION AND THE NEW SERVICE LINE INCLUDING REDUCERS, WHERE REQUIRED, AT NO ADDITIONAL COST TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF EXISTING SEWER SERVICE LINES. NEW SERVICE CONNECTIONS SHALL BE PAID AS NOTED ON THE BID PROPOSAL.
40. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
41. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
42. ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NOT PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY)
43. THE CONTRACTOR SHALL NOTE SEVERE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.
44. ALL BEDDING MATERIAL SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
45. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSHED WITH PAVEMENT. (NO SEPARATE PAY)
46. THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.

ARNOLD LINE WATER
ASSOCIATION
4901 WEST 4th STREET
HATTIESBURG, MS 39402
(601) 264-7111

Drawn by: RES	Checked by: KDW
Date: 07-09-2012	Scale: NONE
Drawing No.: 1273-S002	Sheet No. <u>03</u>



**SD
&W**
SHOWS, DEARMAN
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
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F: (601) 544 - 0501

DRAWING NO.
1273-S002
SHEET 4



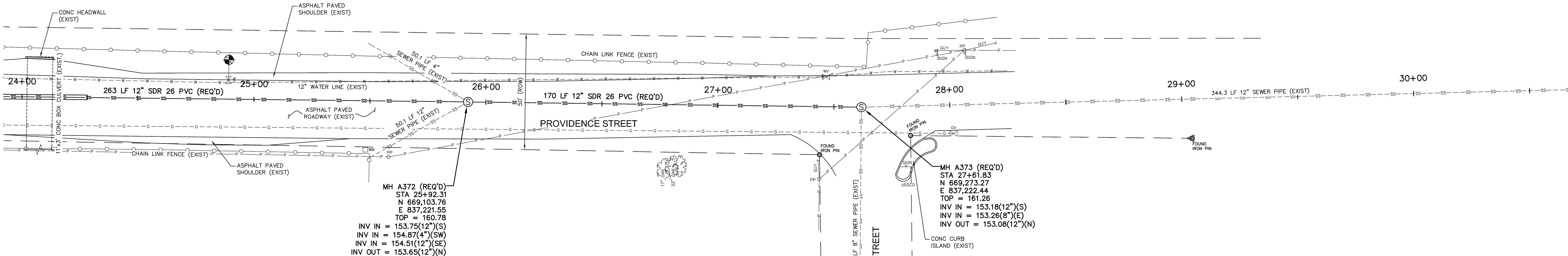
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

BENCH MARK ELEVATION -162.85
TOP OPERATING NUT ON FIRE HYDRANT
17.0 FT LT. STA. 24+89.05

CONTROL MONUMENT -4
1/2" REBAR
N 837,234.72
E 669,415.95
19.9 FT RT. STA. 29+04.02



HERCULES INC.
OWNER

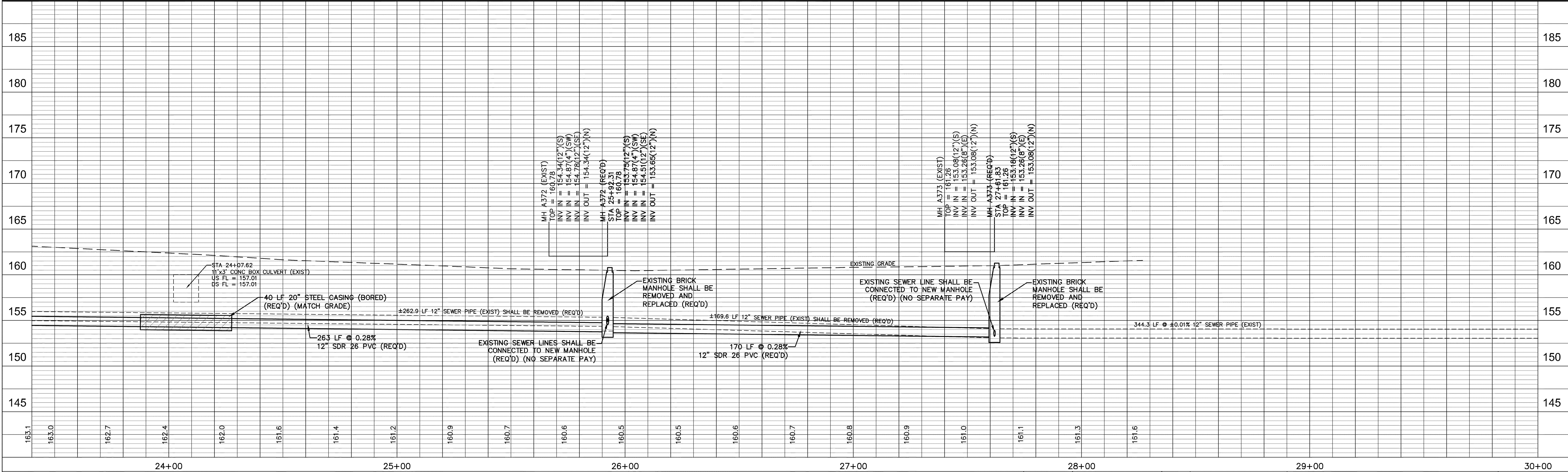


HERCULES INC.
OWNER

GUILLORY INVESTMENTS INC.
OWNER

SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS
SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER
LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE
PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE
RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

SITE 1



SITE 1 – PROVIDENCE STREET COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

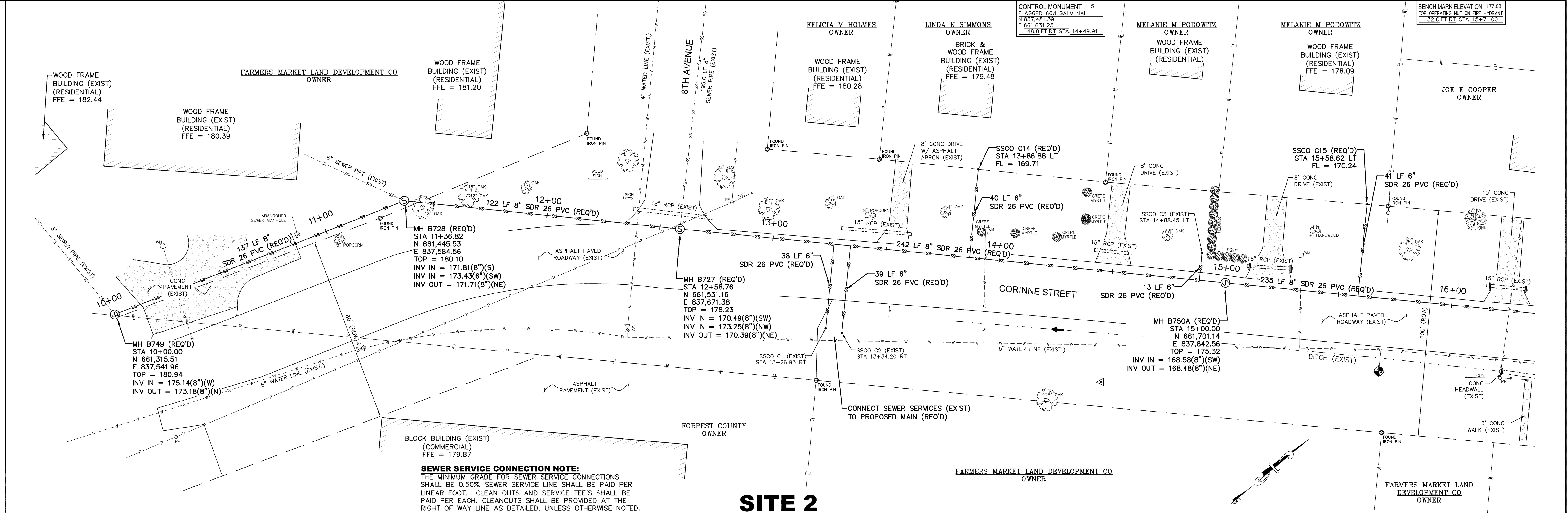
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			CHECKED BY: KDW
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

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CONSULTING ENGINEERS

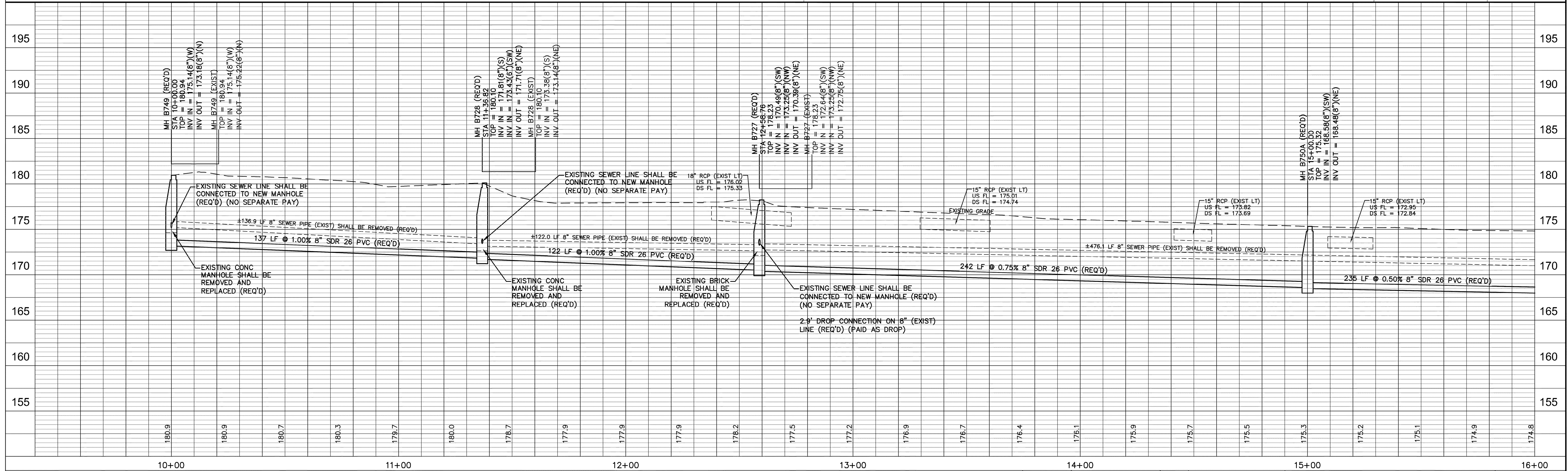
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
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F: (601) 544-1891

DRAWING NO.
1273-S002
SHEET
6

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SITE 2



**SITE 2 – CORINNE STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II**

DRAWN BY: RES		DATE: 07-09-2012		CHECKED BY: KDW		SCALE: 1" = 20' H, 1" = 5' V	
DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION

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CONSULTING ENGINEERS

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HATTIESBURG, MISSISSIPPI 39403-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD&W.COM
F: (601) 544-1821
F: (601) 544-1891

DRAWING NO.
1273-S002
SHEET
7



WOOD FRAME
BUILDING (EXIST)
(RESIDENTIAL)
FFE = 182.57

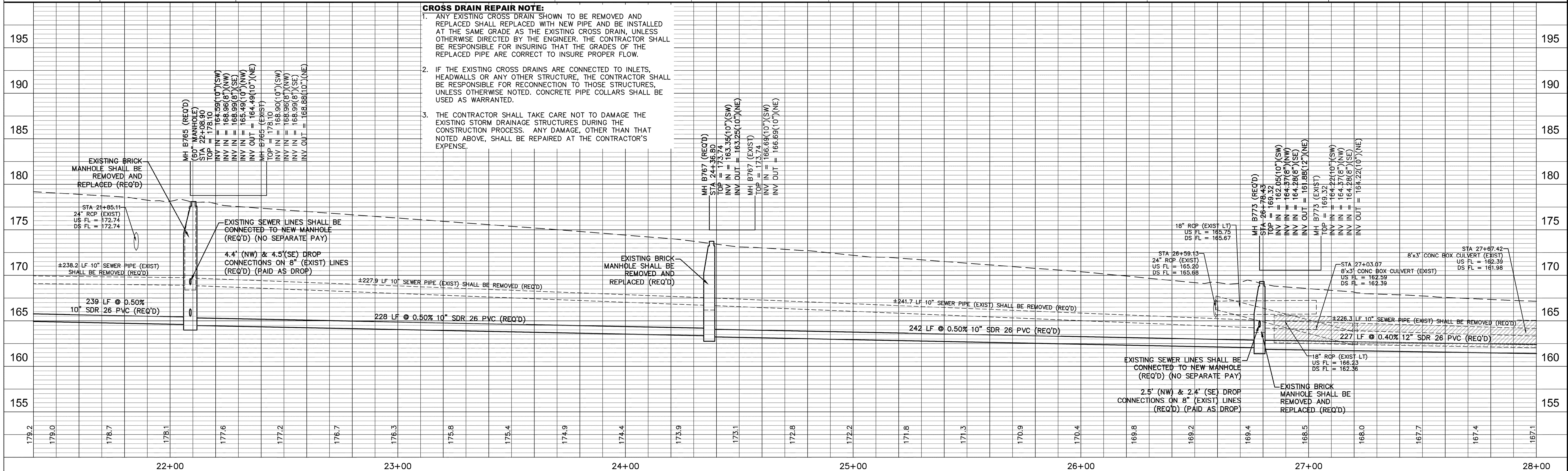
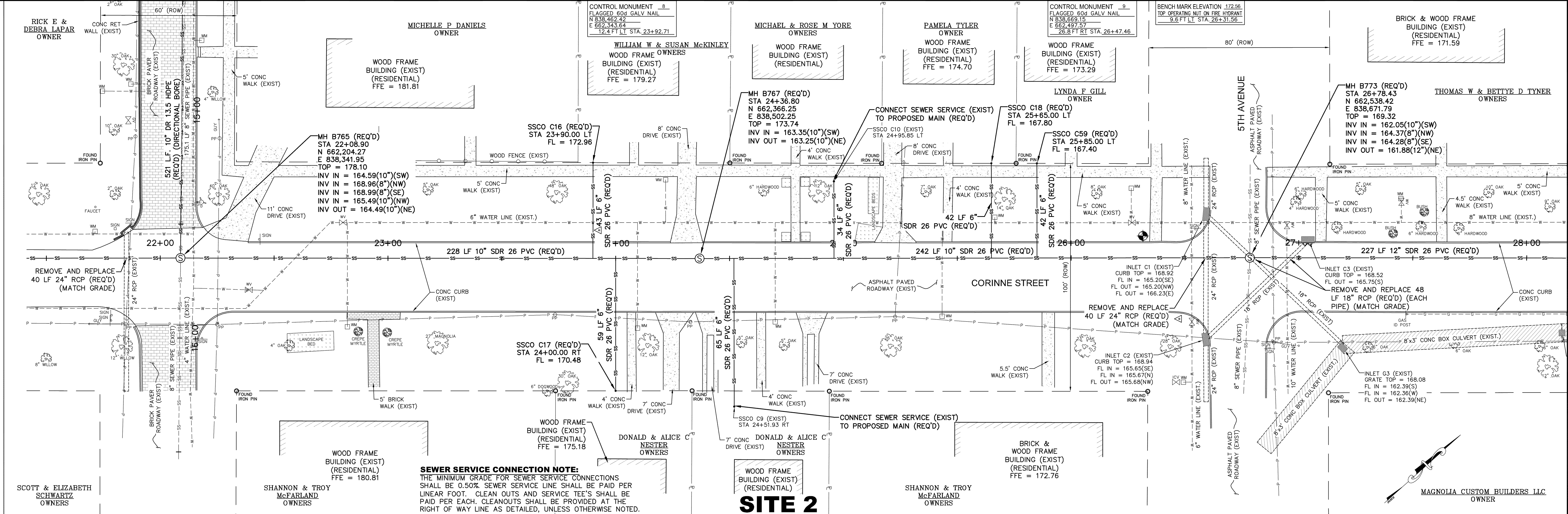
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SITE 2 – CORINNE STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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SITE 2 - CORINNE STREET
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V	DRAWN BY: RES DATE: 07-09-2012 CHECKED BY: KDW	SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1821 F: (601) 544-1801	DRAWING NO. 1273-S002 SHEET 9
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WILLIAM CAREY COLLEGE
OWNER

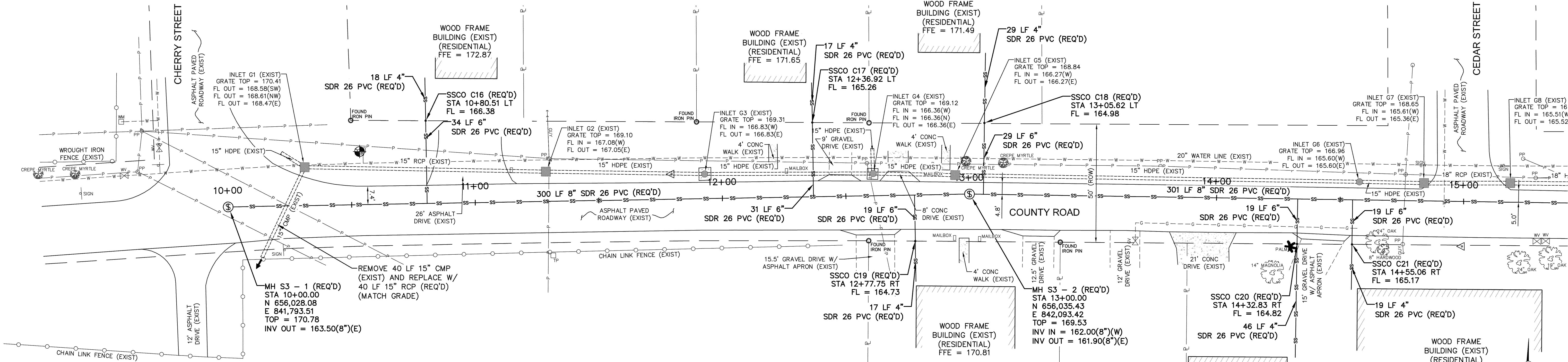
ALLISON & GEORGE McCARTY
OWNERS

CITY OF HATTIESBRUG
OWNER

THAD J & MINNIE P KEYS
OWNERS

LAURA M GREEN
OWNER

VERMESTER J BESTER
OWNER



SPECIAL SEWER SERVICE CONNECTION NOTE:

- ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

SEWER SERVICE CONNECTION NOTE:

THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50% SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

MISSISSIPPI POWER CO
OWNER

NUMBER ONE HOME RENTALS LLC
OWNER

CALEYCO LLC
OWNER

CHARLES & CAROL R CHATMAN
OWNERS

SITE 3

CROSS DRAIN REPAIR NOTE:

- ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
- IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
- THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

MH S3 - 1 (REQ'D)
STA 10+00.00
TOP = 170.78
INV OUT = 163.50(8'')(E)

MH S3 - 2 (REQ'D)
STA 13+00.00
TOP = 169.53
INV IN = 162.00(8'')(W)
INV OUT = 161.90(8'')(E)

STA 10+22.31
15" CMP (EXIST)
US FL = 168.58
DS FL = 167.90

300 LF @ 0.50% 8" SDR 26 PVC (REQ'D)

301 LF @ 0.50% 8" SDR 26 PVC (REQ'D)

SITE 3 - COUNTY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES	DATE: 07-09-2012	CHECKED BY: KDW	SCALE: 1" = 20' H, 1" = 5' V
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

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SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
F: (601) 544-1821
F: (601) 544-1801

DRAWING NO.
1273-S002
SHEET 12

CONTROL MONUMENT .14
FLAGGED 60d GALV NAIL
N 842,292.86
E 656,015.71
18.2 FT RT STA. 14+99.59

CONTROL MONUMENT .15
FLAGGED 60d GALV NAIL
N 842,353.34
E 656,041.05
7.9 FT LT STA. 15+99.87

BENCH MARK ELEVATION .170.38
TOP OPERATING NUT ON FIRE HYDRANT
11.7 FT LT STA. 16+94.00

VERMESTER J BESTER
OWNER

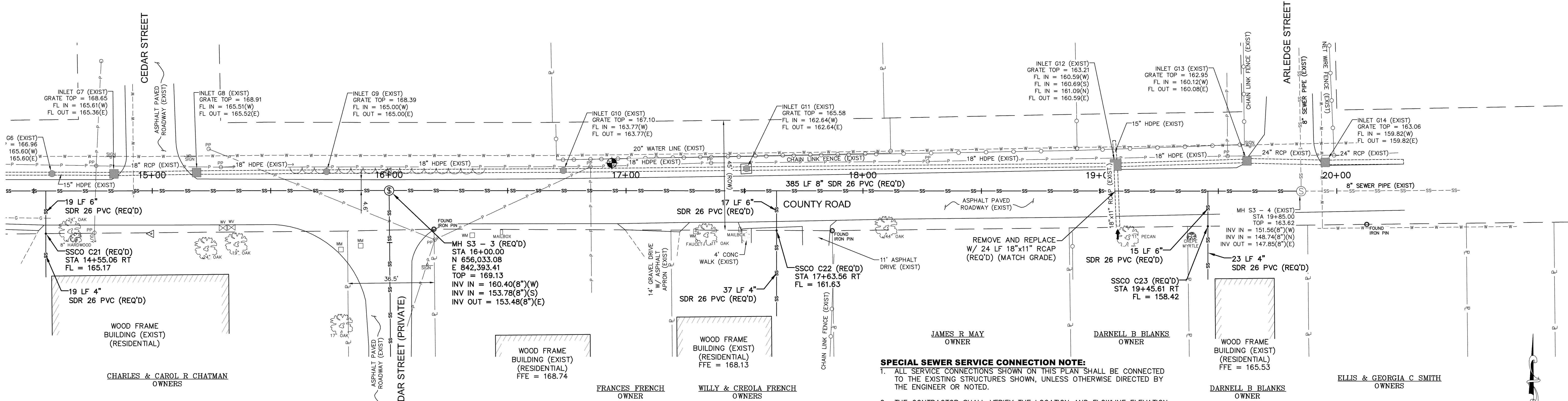
CLARENCE F & BETTY C JONES
OWNERS

JAMES & SUSIE THIGPIN
OWNERS

EUGENE WALKER
OWNER

RUBIE L JOHN
OWNER

ROSE MARY ARMSTRONG
OWNER



CONTINUED
SEE SHEET
STA 16+00.00 (COUNTY) =
STA 17+71.97 (CEDAR)

SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

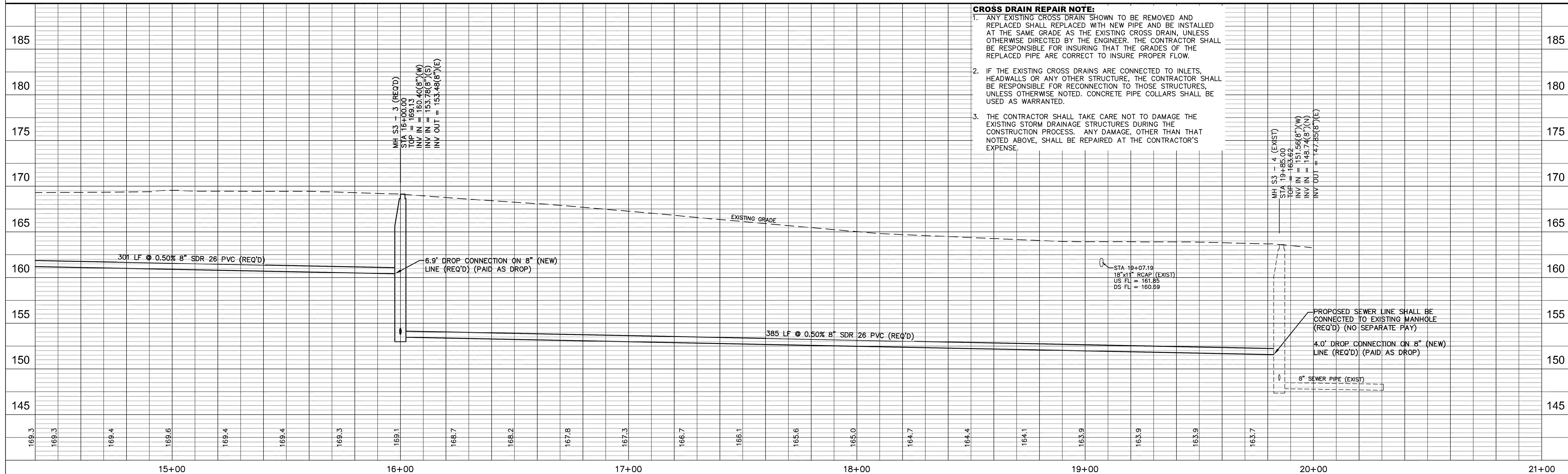
SITE 3

SPECIAL SEWER SERVICE CONNECTION NOTE:

- ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

CROSS DRAIN REPAIR NOTE:

- ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
- IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
- THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



SITE 3 - COUNTY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

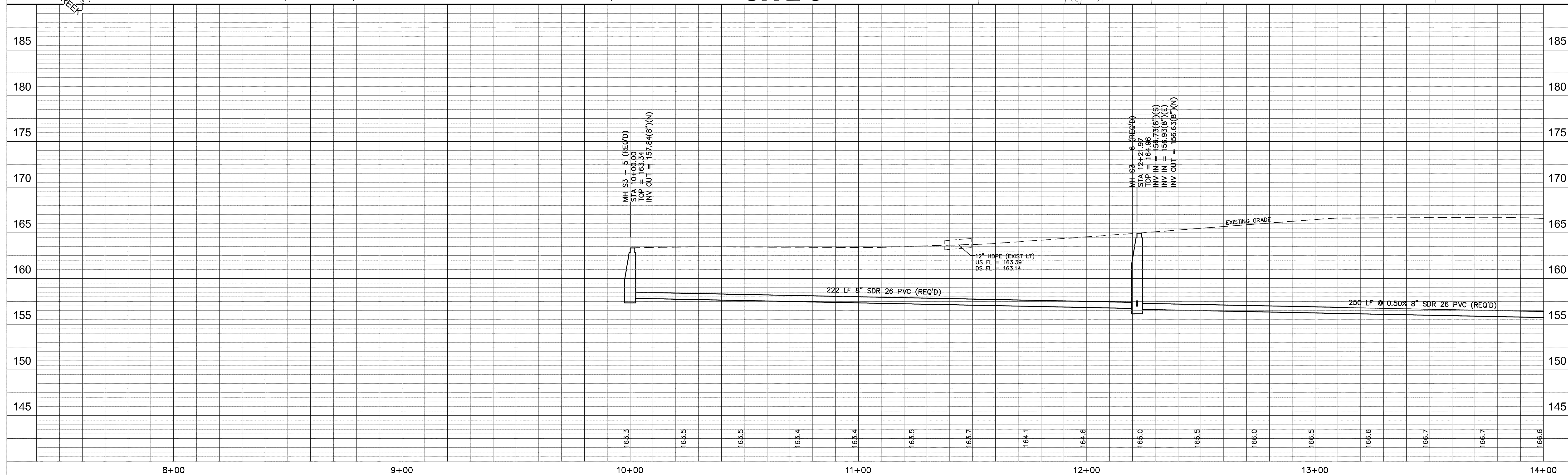
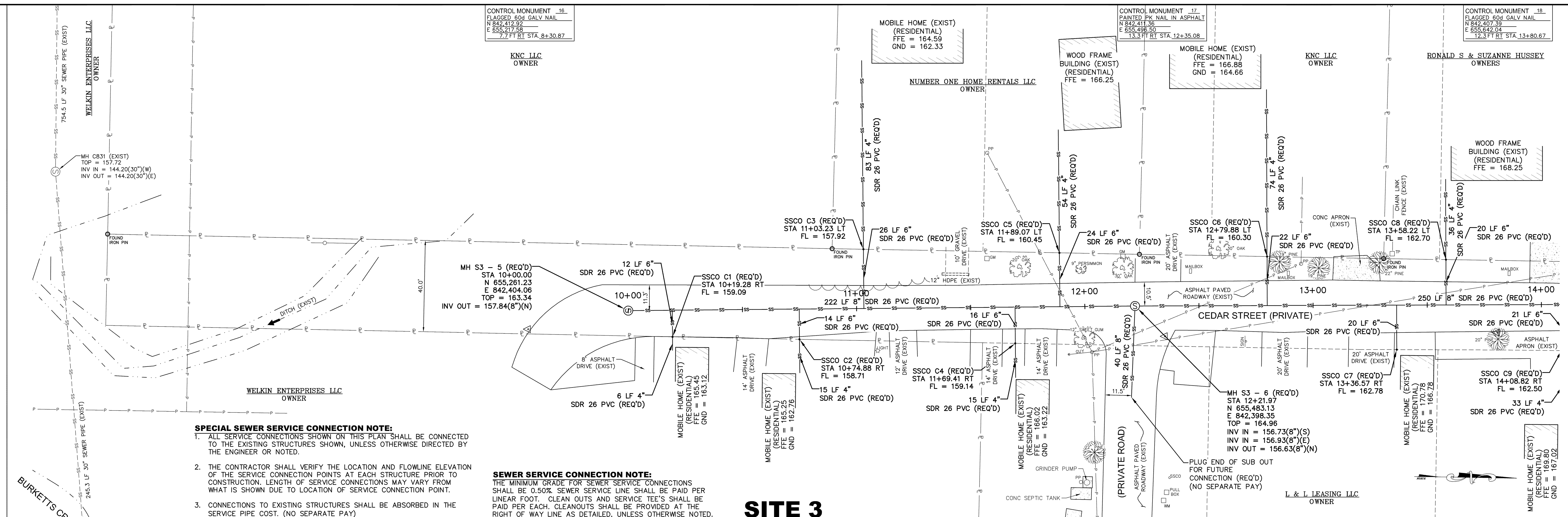
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES	DATE: 07-09-2012	CHECKED BY: KDW
DATE	REVISION	BY

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SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
F: (601) 544-1821
F: (601) 544-1801

DRAWING NO.
1273-S002
SHEET 13

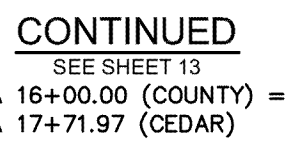


SITE 3 – CEDAR ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

			DRAWN BY: RES	 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI, 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI, 39401 HTTP://WWW.SD-W.COM F: (601) 544-1621 F: (601) 544-0501	DRAWING NO. 1273-S002
			DATE: 07-09-2012			
			CHECKED BY: KDW			SHEET 14
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V			

CONTROL MONUMENT 15
FLAGGED 60d GALV NAIL
N 842,393.34
E 656,041.05
7.9 FT LT STA. 15+99.87

CHARLES & CAROL R CHATMAN
OWNERS



JAMES & SUSIE THIGPIN
OWNERS

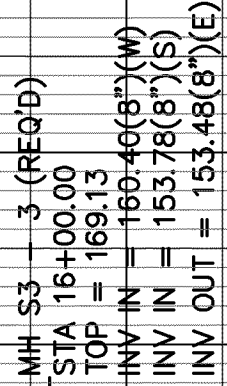
SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED.

MATTHEW K & MELISSA A COURTNEY
OWNERS

FRANCES FRENCH
OWNER

CROSS DRAIN REPAIR NOTE:

1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
2. IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

DRAWING NO.
1273-S002
SHEET 15

1. THE EXISTING GRINDER STATION SHALL BE REMOVED AS FOLLOWS: REMOVE THE EXISTING WASTE, GRINDER PUMP, WETWELL AND ELECTRICAL SERVICE. FILL VOID W/ CLASS B9 MATERIAL. ALL REMOVED MATERIALS SHALL BE DISPOSED OF AT A DISPOSAL SITE APPROVED TO HANDLE SUCH MATERIALS.

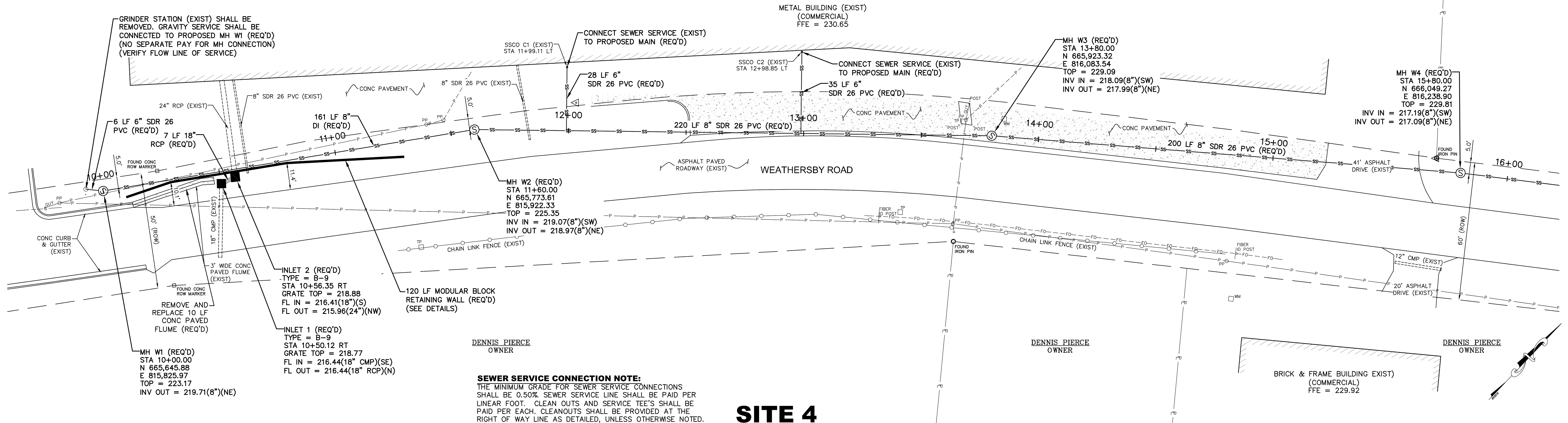
3. ALL EXISTING FORCE MAIN SERVICE LINE SHALL BE ABANDONED IN PLACE.

CONTROL MONUMENT	19
FLAGGED 60d GALV. NAIL	
N 815,945.82	
E 665,811.78	
12.0 FT LT	STA. 12+03.18

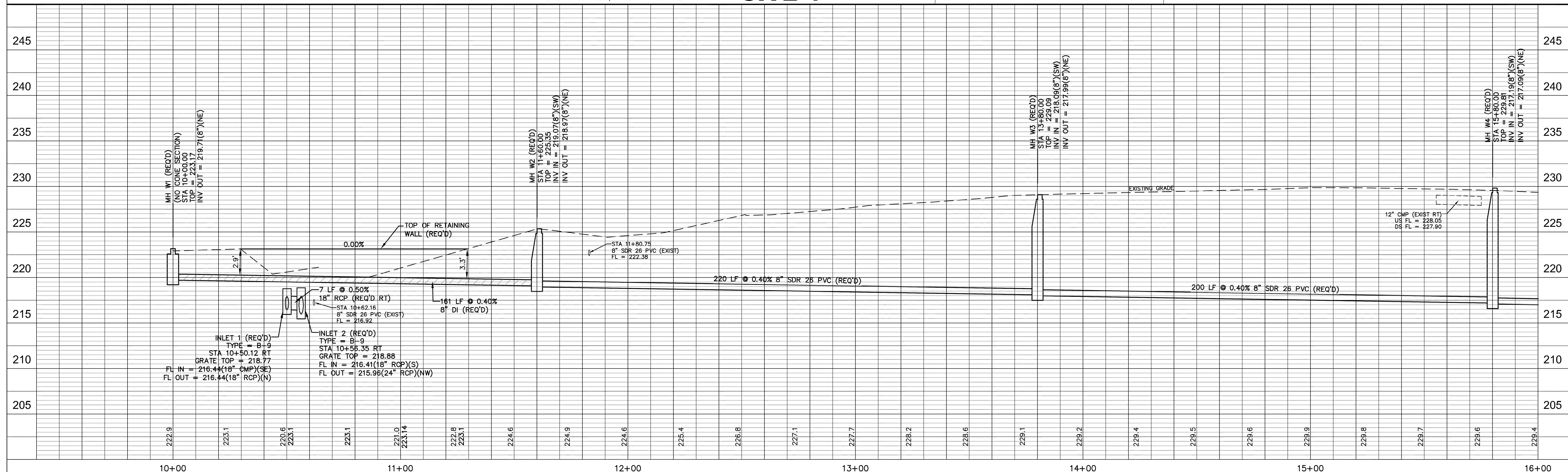
HEARTSOUTH PROPERTIES, LLC
OWNER

CONTROL MONUMENT	20
1/2" REBAR	
N 816,227.18	
E 666,046.80	
5.5 FT LT STA.	15+69.34

ROBERT P MC CONNELL &
SYDNEY E MALONE
OWNERS



SITE 4



SITE 4 – WEATHERSBY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

	DRAWN BY: RES
	DATE: 07-09-2012
	CHECKED BY: KDW
	SCALE: 1" = 20'-0"



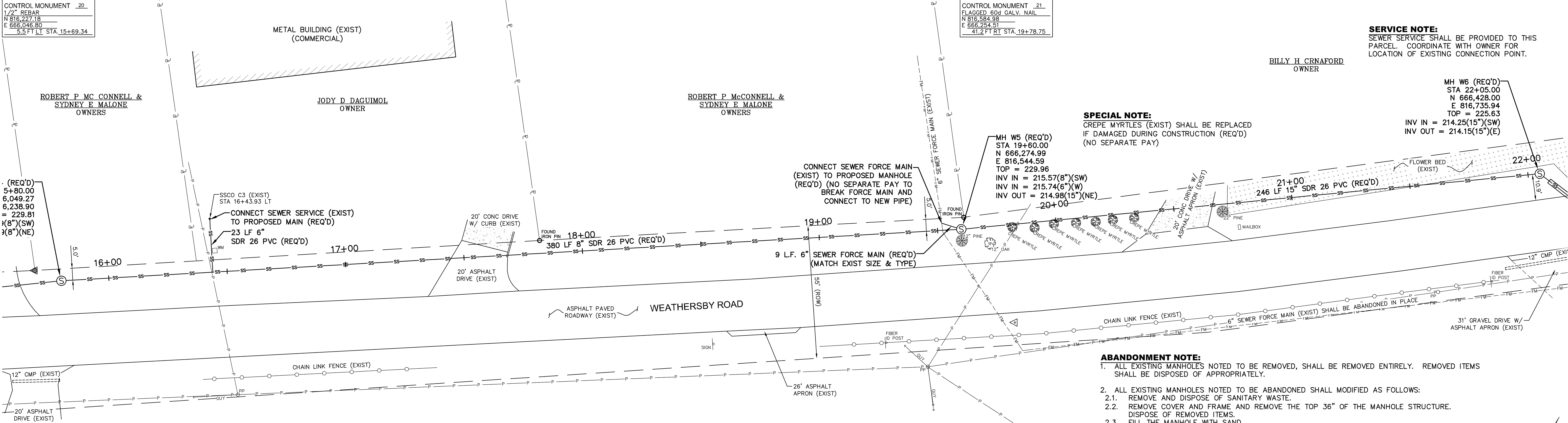
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&W**

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

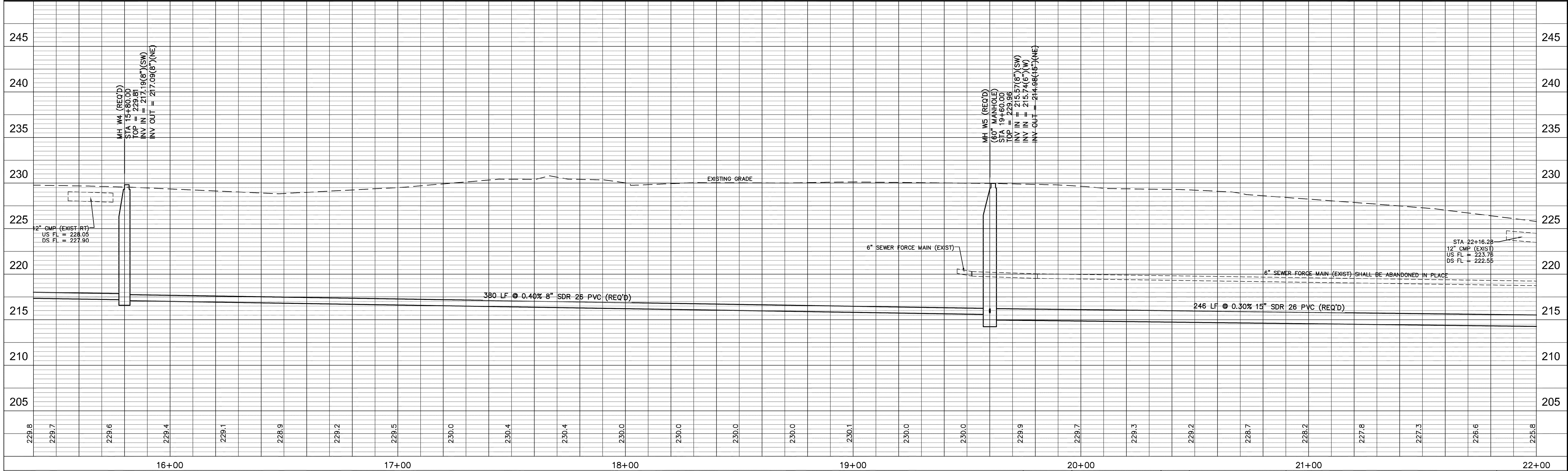
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SD-W.COM
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DRAWING NO.
1273-S002
SHEET 16

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SITE 4



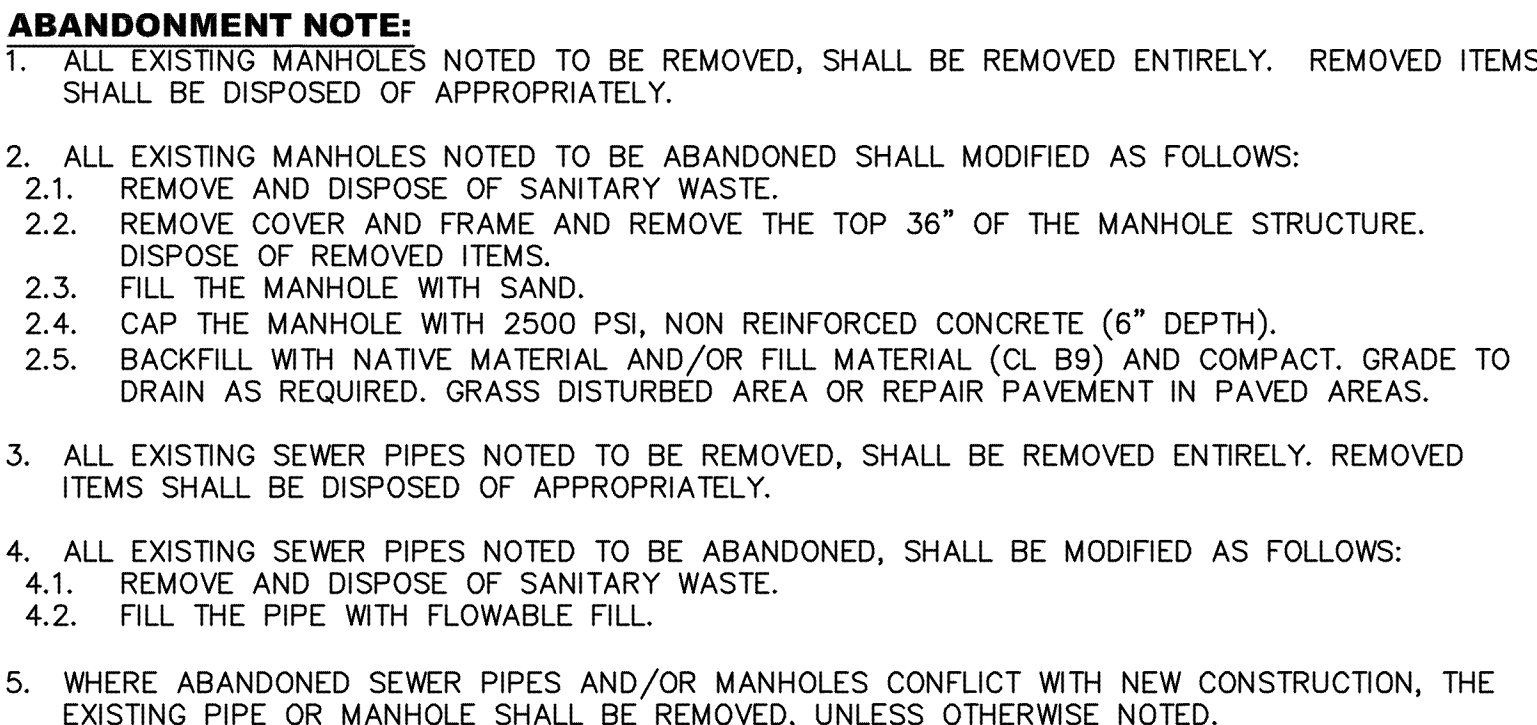
SITE 4 – WEATHERSBY ROAD
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DRAWN BY: RES		DATE: 07-09-2012	
CHECKED BY: KDW		BY: SCALE: 1" = 20' H, 1" = 5' V	
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

SD
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
F: (601) 544-1821
F: (601) 544-1891

DRAWING NO.
1273-S002
SHEET
17



SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

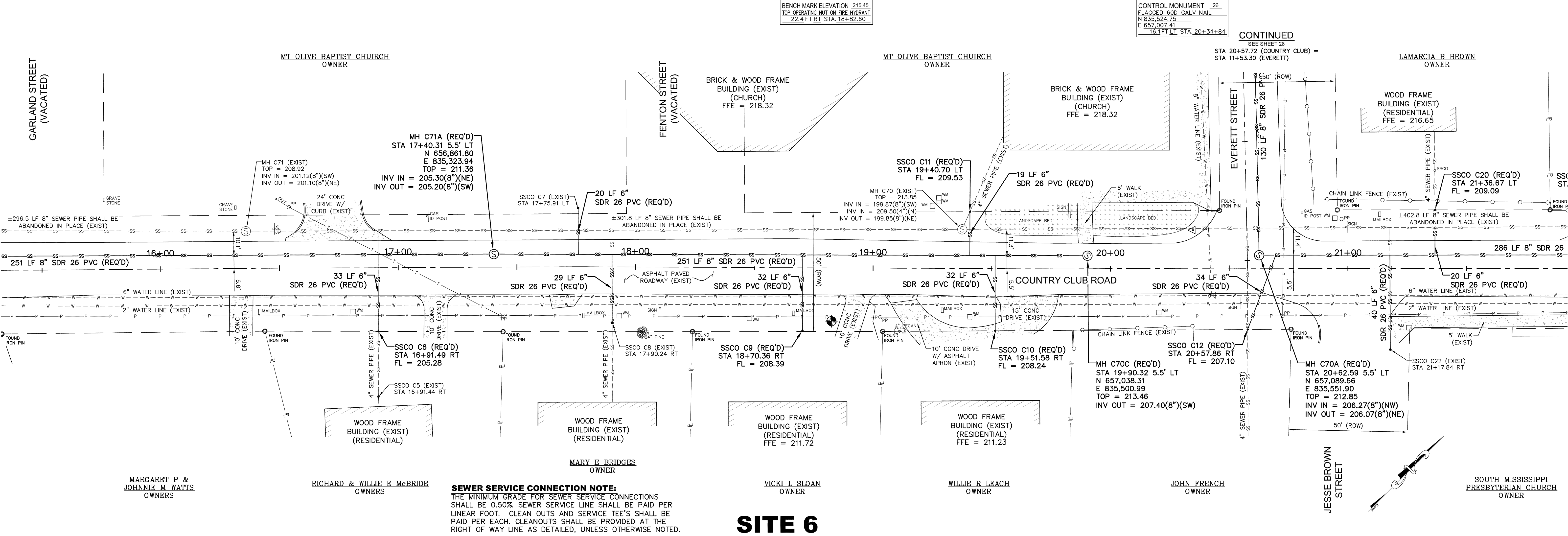
BENCH MARK ELEVATION 215.45
TOP OPERATING NUT ON FIRE HYDRANT
22.4 FT RT STA. 18+82.65

CONTROL MONUMENT - 26
FLAGGED 600 GALV NAIL
N 835,524.75
E 657,007.41
16.1 FT LT STA. 20+34+84

CONTINUED

SEE SHEET 26
STA 20+57.72 (COUNTRY CLUB) =
STA 11+53.30 (EVERETT)

LAMARCIA B. BROWN
OWNER



SITE 6

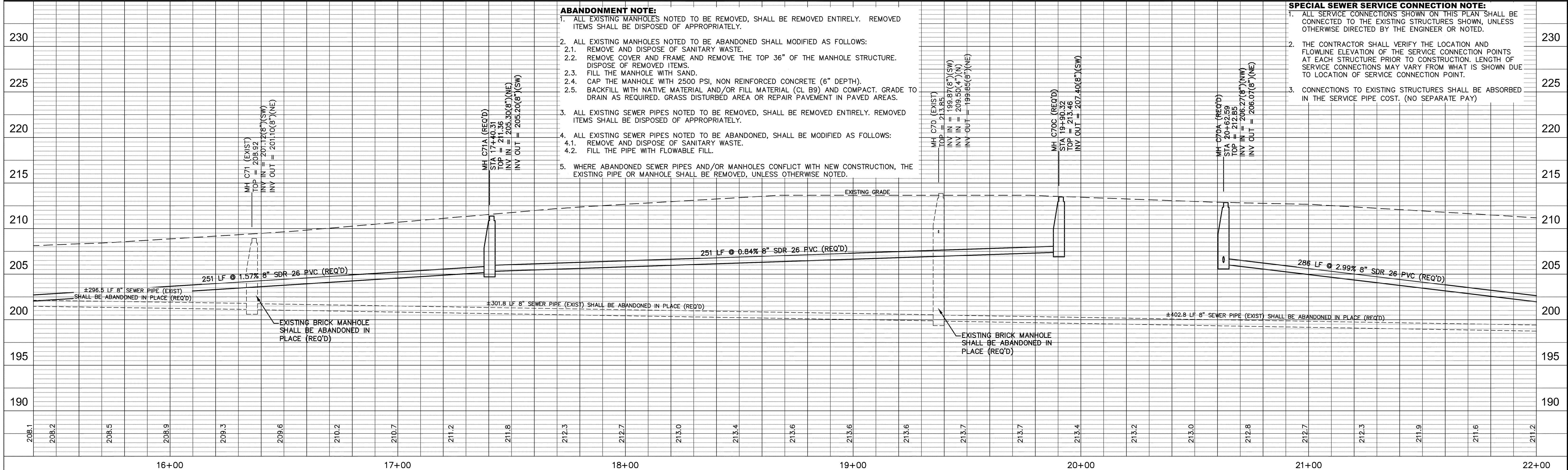
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ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
 - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - 2.3. FILL THE MANHOLE WITH SAND.
 - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.

SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)



SITE 6 - COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
F: (601) 544-1831
F: (601) 544-1891

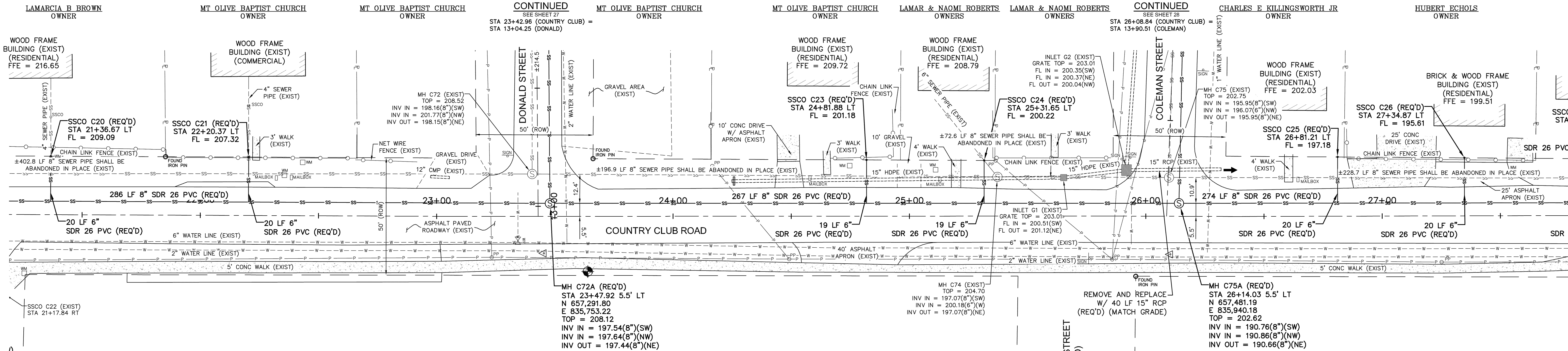
DRAWN BY: RES
DATE: 07-09-2012
CHECKED BY: KDW
SCALE: 1" = 20' H, 1" = 5' V

DRAWING NO.
1273-S002
SHEET 20

CONTROL MONUMENT - 27
FLAGGED 600 GALV NAIL
N 835.766.48
E 657.275.13
15.7 FT RT STA. 23+45.37

BENCH MARK ELEVATION - 208.41
TOP OPERATING NUT ON FIRE HYDRANT
23.4 FT RT STA. 23+63.94

CONTROL MONUMENT - 28
FLAGGED 600 GALV NAIL
N 835.953.01
E 657.463.42
16.1 FT RT STA. 26+10.47



SOUTH MISSISSIPPI
PRESBYTERIAN CHURCH
OWNER

SEWER SERVICE CONNECTION NOTE:
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SITE 6

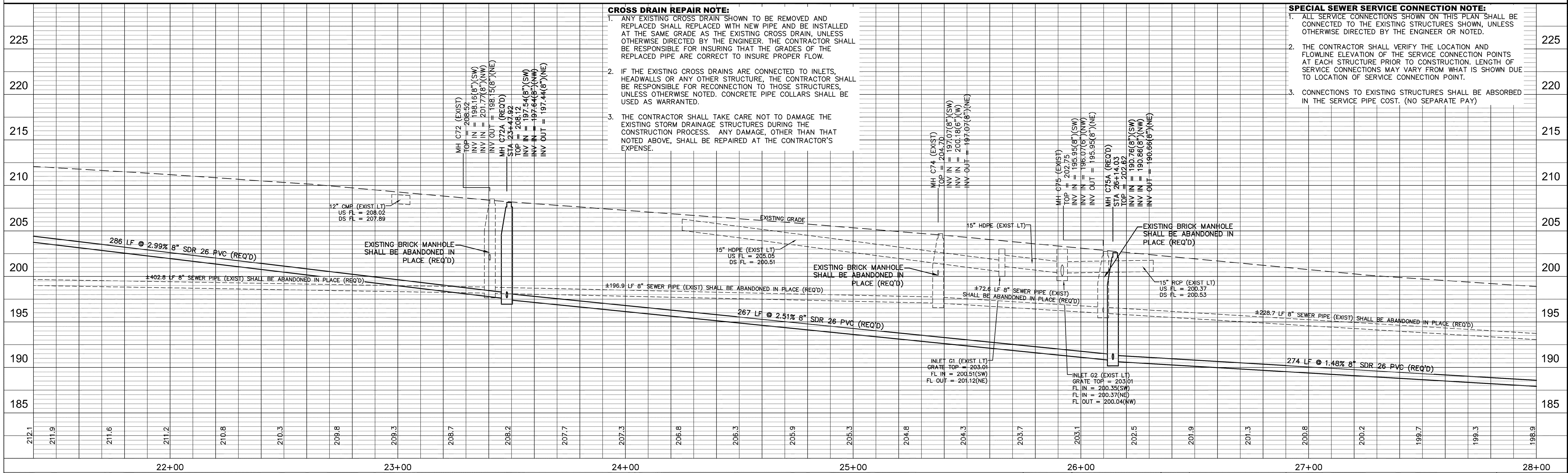
CITY OF HATTIESBURG
OWNER

CROSS DRAIN REPAIR NOTE:

- ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
- IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
- THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

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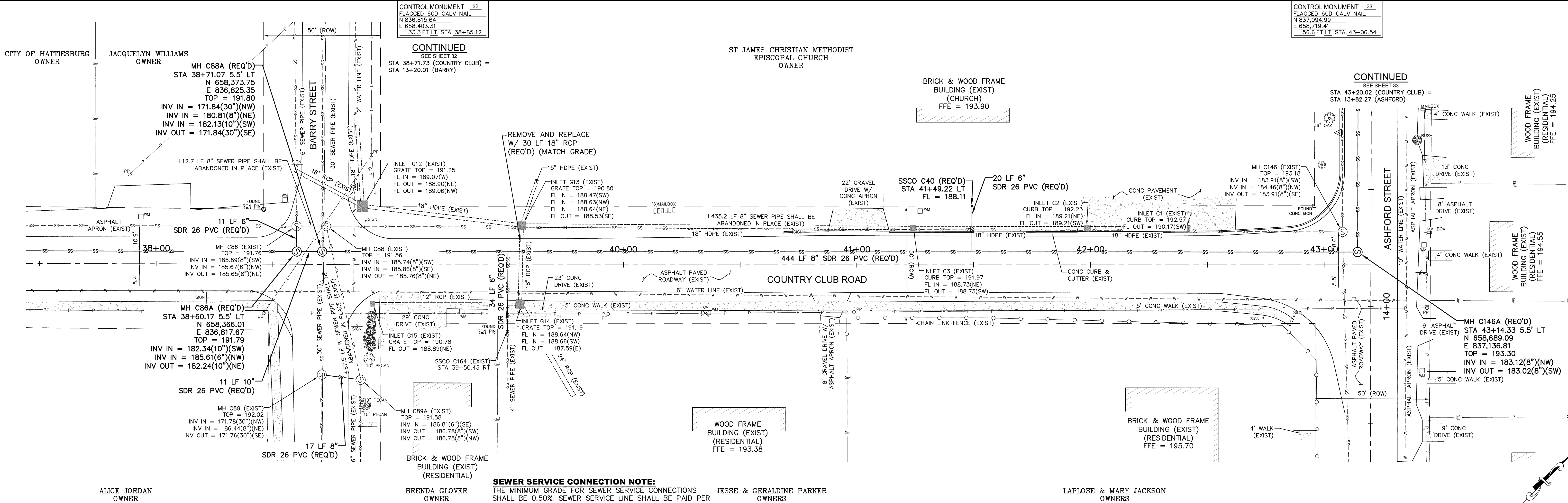


SITE 6 - COUNTRY CLUB ROAD
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES	DATE: 07-09-2012	CHECKED BY: KDW	SCALE: 1" = 20' H, 1" = 5' V
SD SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 361 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1831 F: (601) 544-1891			
DRAWING NO. 1273-S002 SHEET 21			





SEWER SERVICE CONNECTION NOTE:
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JESSE & GERALDINE PARKER
OWNERS

SITE 6

LAPLOSE & MARY JACKSON
OWNERS

CROSS DRAIN REPAIR NOTE:

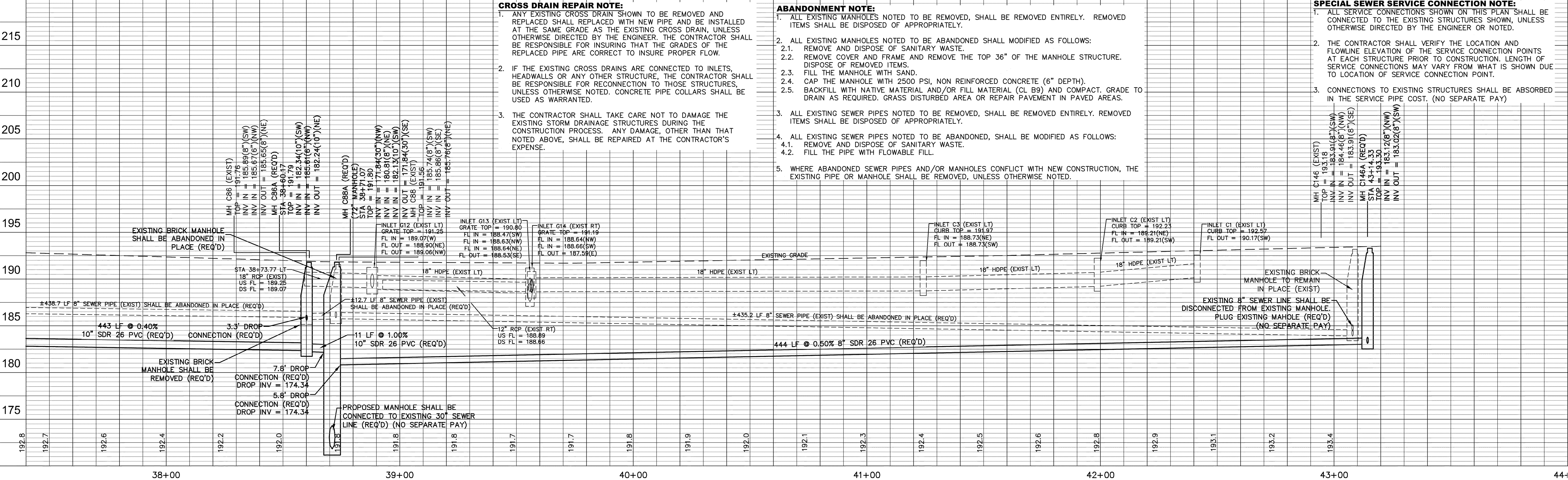
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ABANDONMENT NOTE:

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 - REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
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SITE 6 – COUNTRY CLUB ROAD COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

			DRAWN BY: RES		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI, 39405-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI, 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501	DRAWING NO. 1273-S002
			DATE: 07-09-2012			
			CHECKED BY: KDW			
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V	SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS		SHEET 24

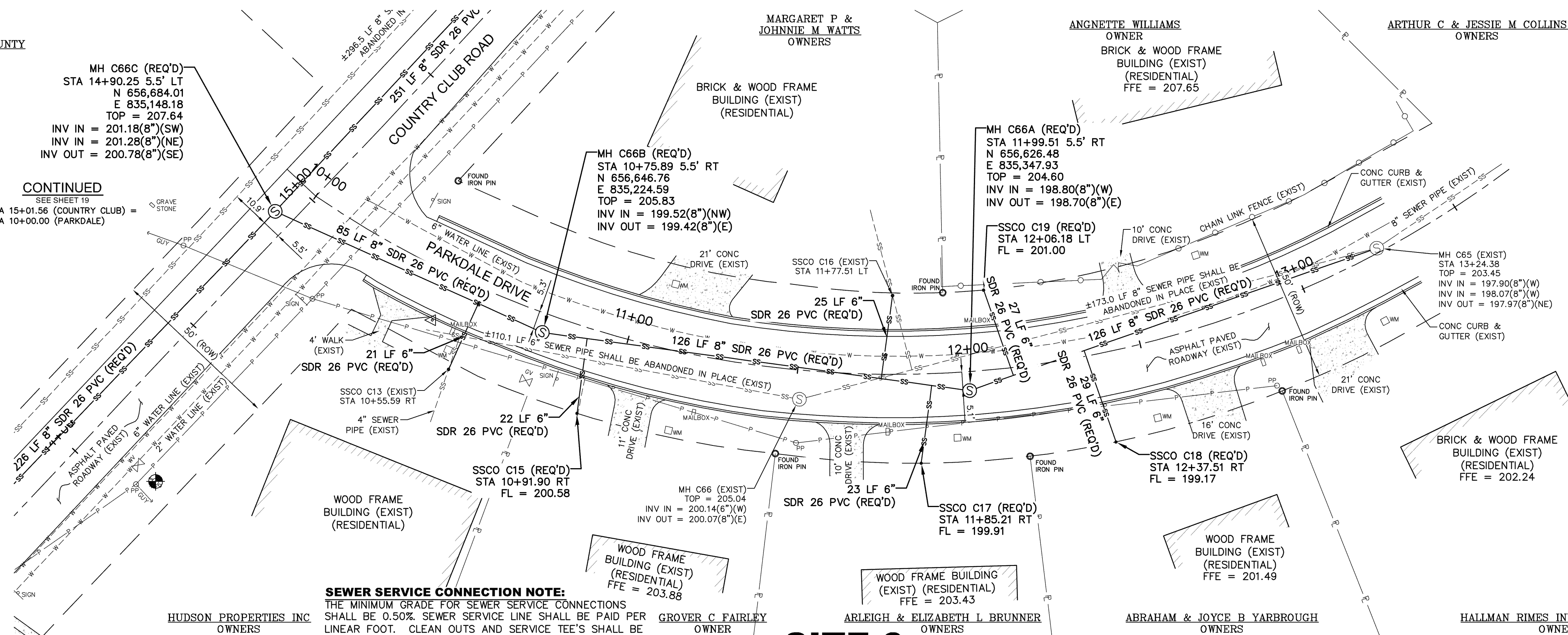
BENCH MARK ELEVATION .207.41
TOP OPERATING NUT ON FIRE HYDRANT
94.6 FT RT STA. 10+06.14

CONTROL MONUMENT .25
FLAGGED 600 GALV NAIL
N 835.192.78
E 656.651.24
14.4 FT RT STA. 10+46.02

FORREST COUNTY
OWNER

MH C66C (REQ'D)
STA 14+90.25 5.5' LT
N 656,684.01
E 835,148.18
TOP = 207.64
INV IN = 201.18(8")(SW)
INV IN = 201.28(8")(NE)
INV OUT = 200.78(8")(SE)

CONTINUED
SEE SHEET 19
STA 15+01.56 (COUNTRY CLUB) =
STA 10+00.00 (PARKDALE)



SEWER SERVICE CONNECTION NOTE:
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SITE 6

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SPECIAL SEWER SERVICE CONNECTION NOTE:

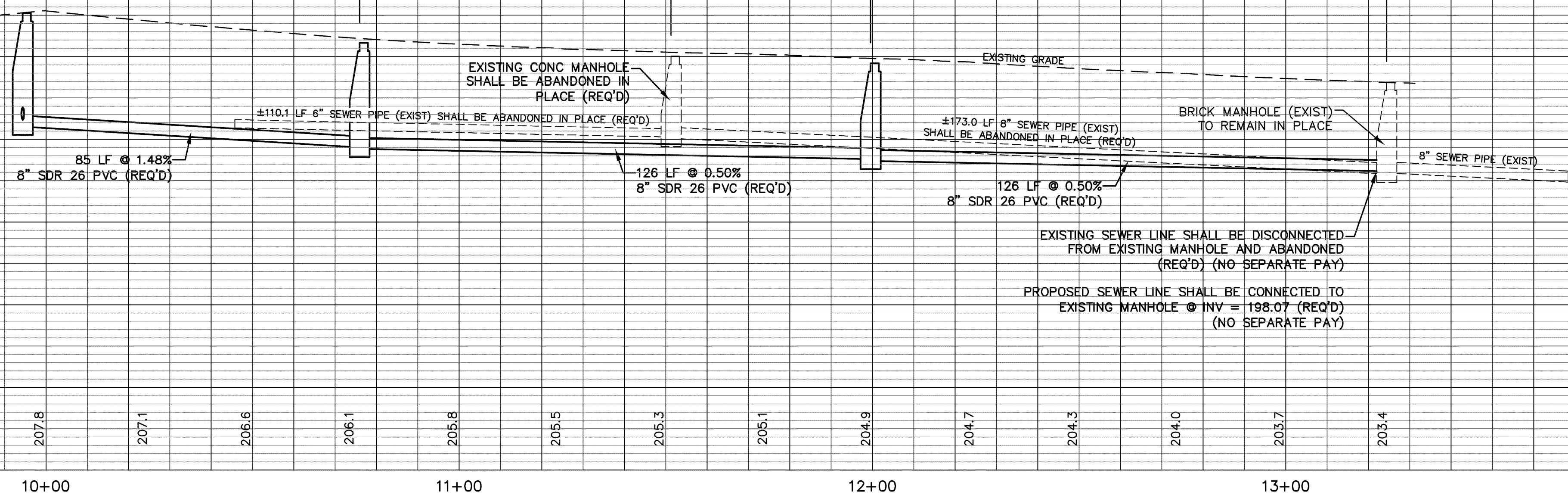
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MH C66C (REQ'D)
STA 14+90.25 5.5' LT
N 656,684.01
E 835,148.18
TOP = 207.64
INV IN = 201.18(8")(SW)
INV IN = 201.28(8")(NE)
INV OUT = 200.78(8")(SE)

MH C66B (REQ'D)
STA 10+75.89 5.5' RT
N 656,646.76
E 835,224.59
TOP = 205.83
INV IN = 199.52(8")(NW)
INV OUT = 199.42(8")(E)

MH C66A (REQ'D)
STA 11+99.51 5.5' RT
N 656,626.48
E 835,347.93
TOP = 204.60
INV IN = 198.80(8")(W)
INV OUT = 198.70(8")(E)

MH C65 (EXIST)
STA 13+24.38
TOP = 203.45
INV IN = 197.90(8")(W)
INV IN = 198.07(8")(W)
INV OUT = 197.97(8")(NE)



SITE 6 - PARKDALE DRIVE
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE II

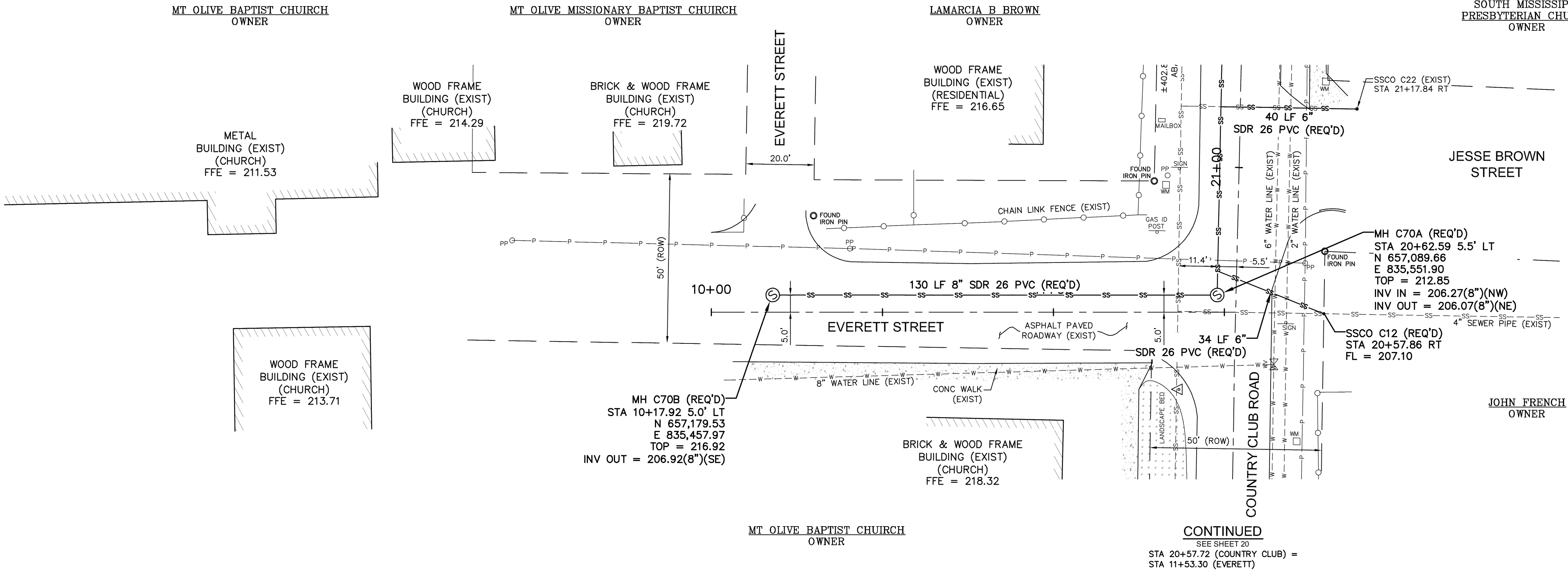
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES	DATE: 07-09-2012	CHECKED BY: KDW	SCALE: 1" = 20' H, 1" = 5' V

SD
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
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F: (601) 544-1891

DRAWING NO.
1273-S002
SHEET 25

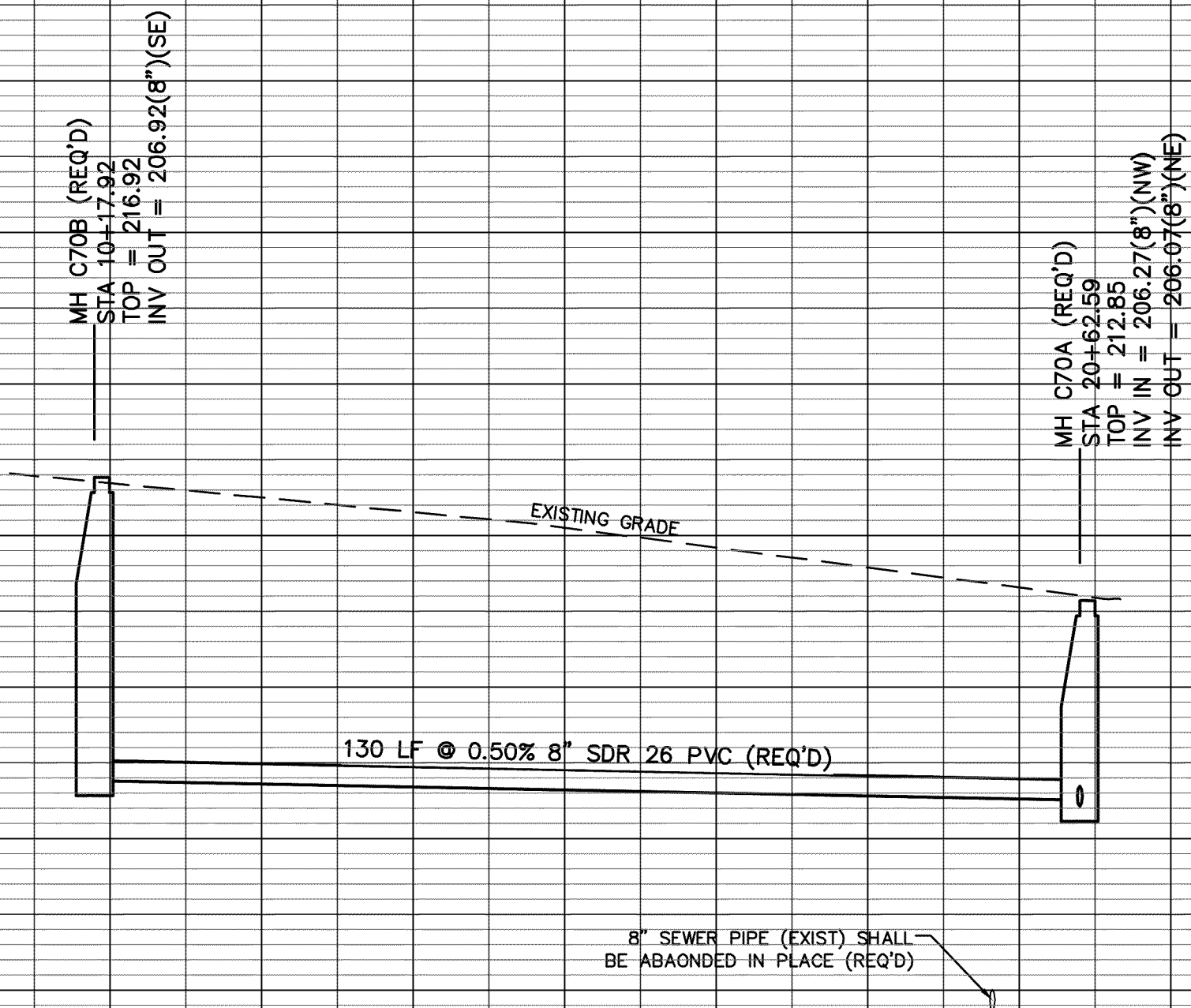
CONTROL MONUMENT -26
FLAGGED 60D GALV NAIL
N 835,524.75
E 857,007.41
22.6 FT RT STA. 11+36.77



SEWER SERVICE CONNECTION NOTE:
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SITE 6

- SPECIAL SEWER SERVICE CONNECTION NOTE:**
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SITE 6 – EVERETT STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

			DRAWN BY: RES
			DATE: 07-09-2012
			CHECKED BY: KDW
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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361 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
F: (601) 544-1821
F: (601) 544-1891

DRAWING NO.
1273-S002
SHEET **26**

g:\PROJECTS\hatterburg_city_411273-002 - comprehensive sewer improvements - phase ii\1273-002 - sheet files\1273S002_CTD_design.dwg, 26, 7/6/2012 12:11:52 PM

CONTROL MONUMENT .34
PAINTED PK NAIL AT EDGE OF ROADWAY
N 835,563.47
E 857,456.23
9.5 FT RT STA. 10+48.12

CONTROL MONUMENT .27
FLAGGED 600 GALV NAIL
N 835,756.48
E 857,275.13
2.3 FT LT STA. 13+19.92

BENCH MARK ELEVATION 208.41
TOP OPERATING NUT ON FIRE HYDRANT
20.8 FT LT STA. 13+27.75

MT OLIVE BAPTIST CHURCH
OWNER

MT OLIVE BAPTIST CHURCH
OWNER

GEORGE &
ROSIE HOPKINS
OWNERS

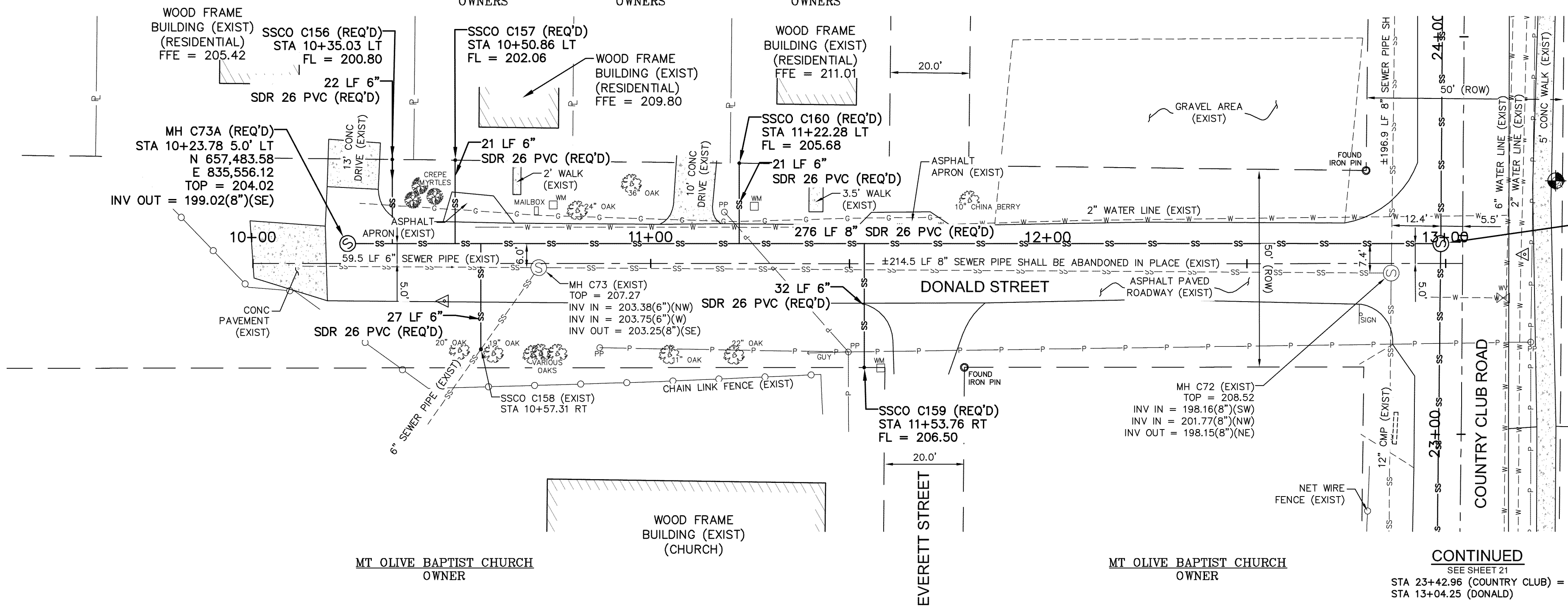
ROSE M &
LINDA HOPKINS
OWNERS

RUBY MOODY &
MINNIE COLLIER
OWNERS

ALLEY

MT OLIVE BAPTIST CHURCH
OWNER

SOUTH MISSISSIPPI
PRESBYTERIAN CHURCH
OWNER



SEWER SERVICE CONNECTION NOTE:
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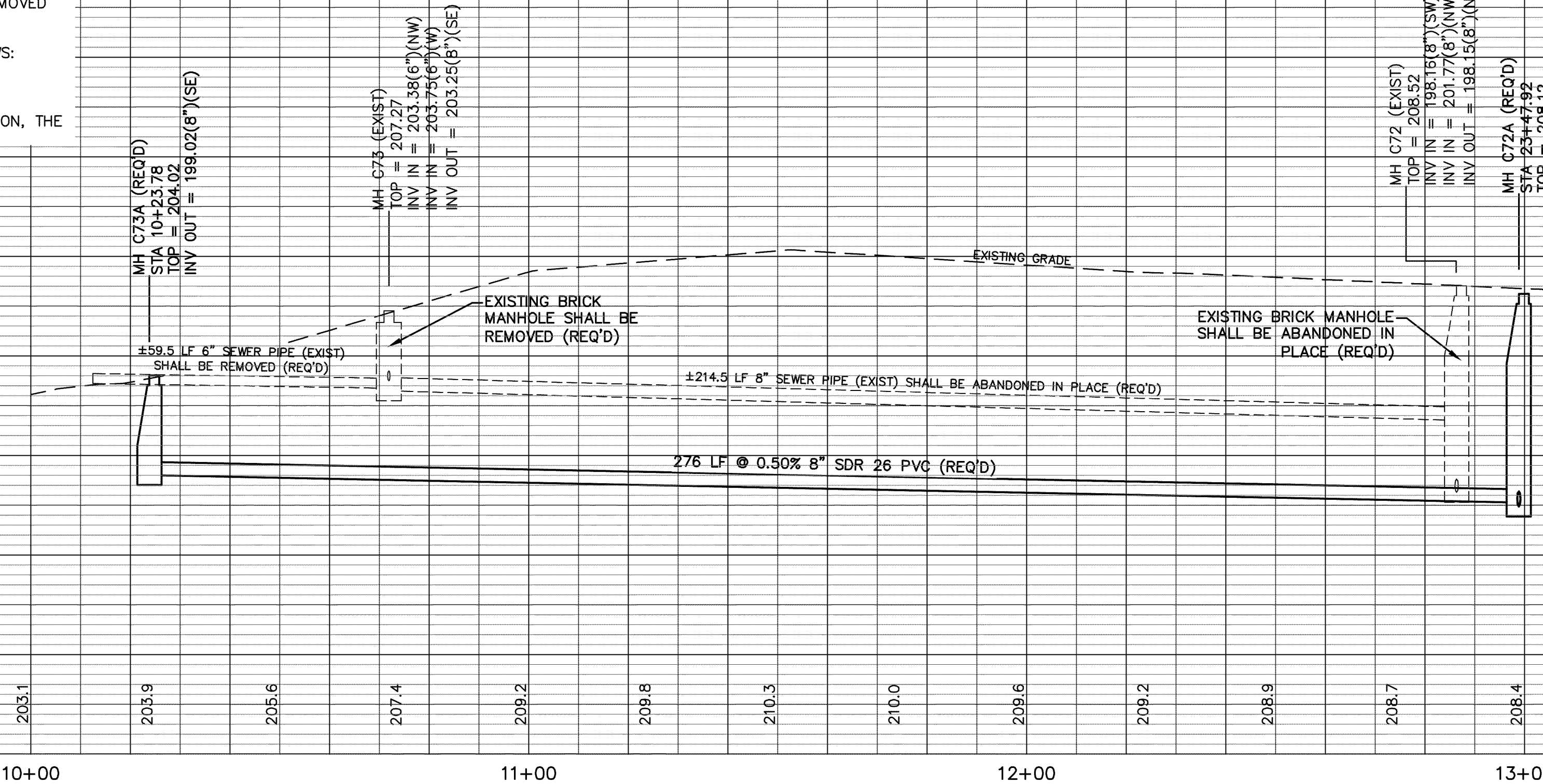
SITE 6

ABANDONMENT NOTE:

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SITE 6 – DONALD STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

DRAWN BY: RES	DATE: 07-09-2012	CHECKED BY: KDW	SCALE: 1" = 20' H, 1" = 5' V
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

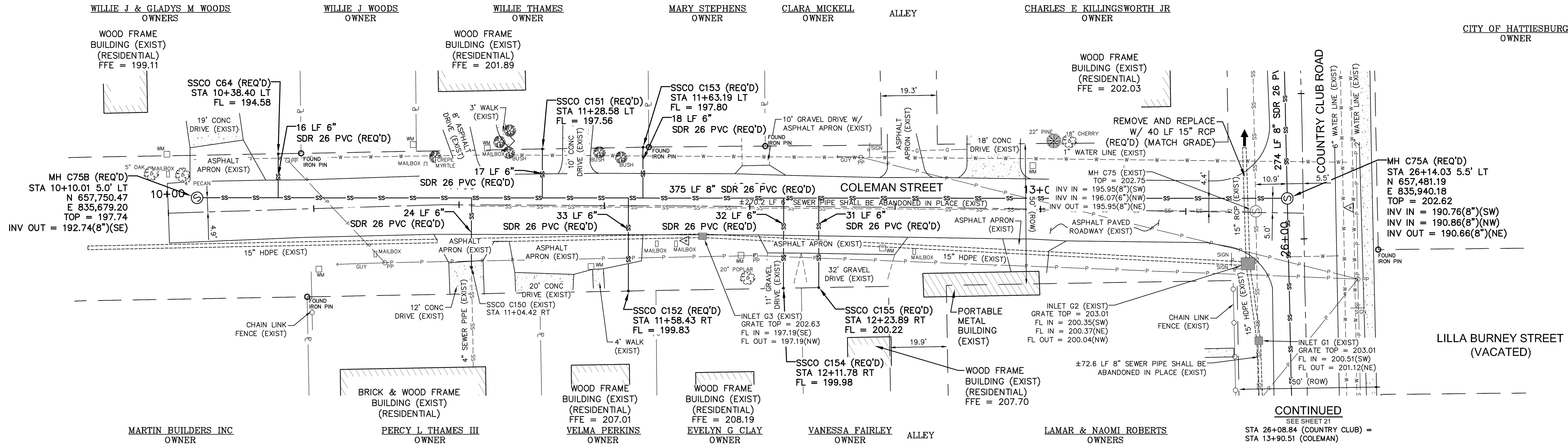
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HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD-W.COM
F: (601) 544-1831
F: (601) 544-1891

DRAWING NO.
1273-S002
SHEET 27

CONTROL MONUMENT .35
FLAGGED 600 GALV NAIL
N 835.785.08
E 657.619.50
11.9 FT RT STA. 11+78.11

CONTROL MONUMENT .28
FLAGGED 600 GALV NAIL
N 835.953.01
E 657.463.42
2.2 FT LT STA. 14+06.58



SEWER SERVICE CONNECTION NOTE:
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SITE 6

CROSS DRAIN REPAIR NOTE:

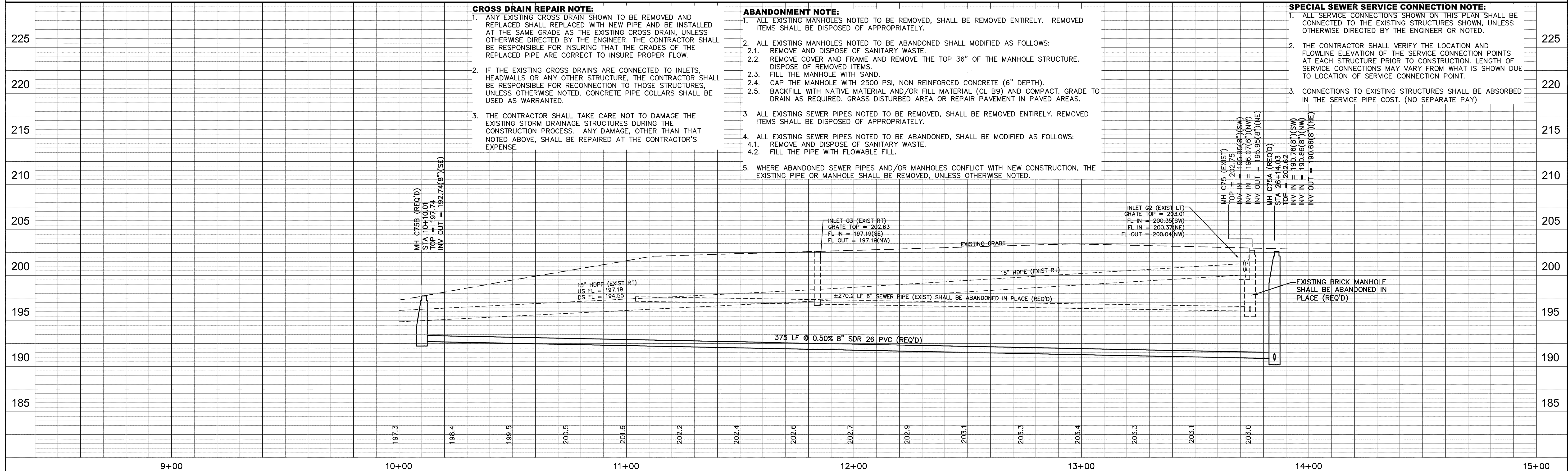
1. ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW PIPE AND BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT TO INSURE PROPER FLOW.
2. IF THE EXISTING CROSS DRAINS ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED.
3. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
 - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - 2.3. FILL THE MANHOLE WITH SAND.
 - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.

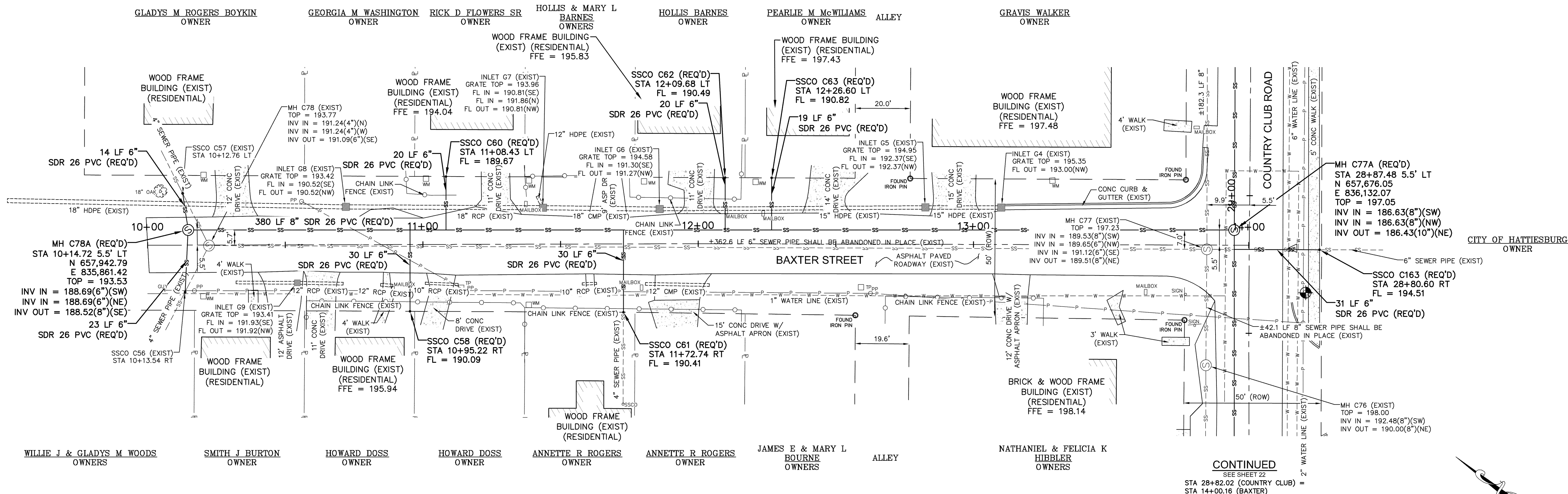
SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)



SITE 6 – COLEMAN STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

			DRAWN BY: RES	 SHOWS, DEARMANN & WAITS, INC. CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI, 39403-1711 361 SECOND AVENUE HATTIESBURG, MISSISSIPPI, 39401 HTTP://WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501	DRAWING NO.
			DATE: 07-09-2012			1273-S002
			CHECKED BY: KDW			SHEET 28
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V			



SITE 6

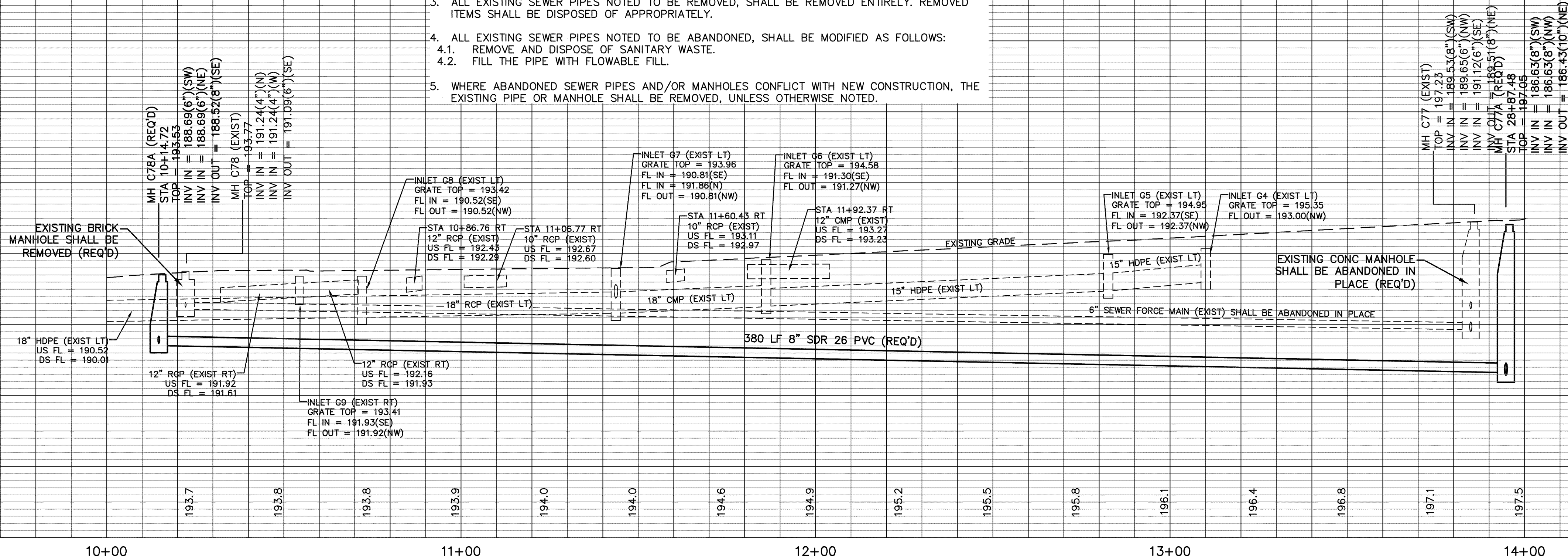
SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED

ABANDONMENT NOTE:

1. ALL EXISTING MANHOLES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2. ALL EXISTING MANHOLES NOTED TO BE ABANDONED SHALL MODIFIED AS FOLLOWS:
 - 2.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 2.2. REMOVE COVER AND FRAME AND REMOVE THE TOP 36" OF THE MANHOLE STRUCTURE. DISPOSE OF REMOVED ITEMS.
 - 2.3. FILL THE MANHOLE WITH SAND.
 - 2.4. CAP THE MANHOLE WITH 2500 PSI, NON REINFORCED CONCRETE (6" DEPTH).
 - 2.5. BACKFILL WITH NATIVE MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT IN PAVED AREAS.
3. ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
4. ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED, SHALL BE MODIFIED AS FOLLOWS:
 - 4.1. REMOVE AND DISPOSE OF SANITARY WASTE.
 - 4.2. FILL THE PIPE WITH FLOWABLE FILL.
5. WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS OTHERWISE NOTED.

SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

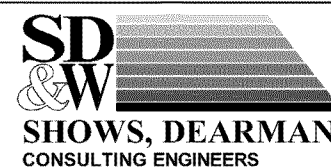


SITE 6 – BAXTER STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DRAWN BY: RES

DATE: 07-09-2012

CHECKED BY: KDW

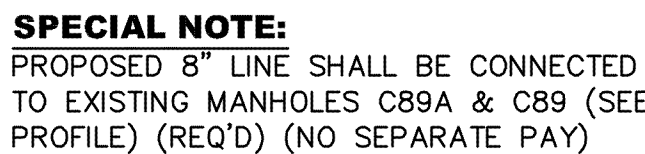


P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
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DRAWING NO.

1273-S002

29



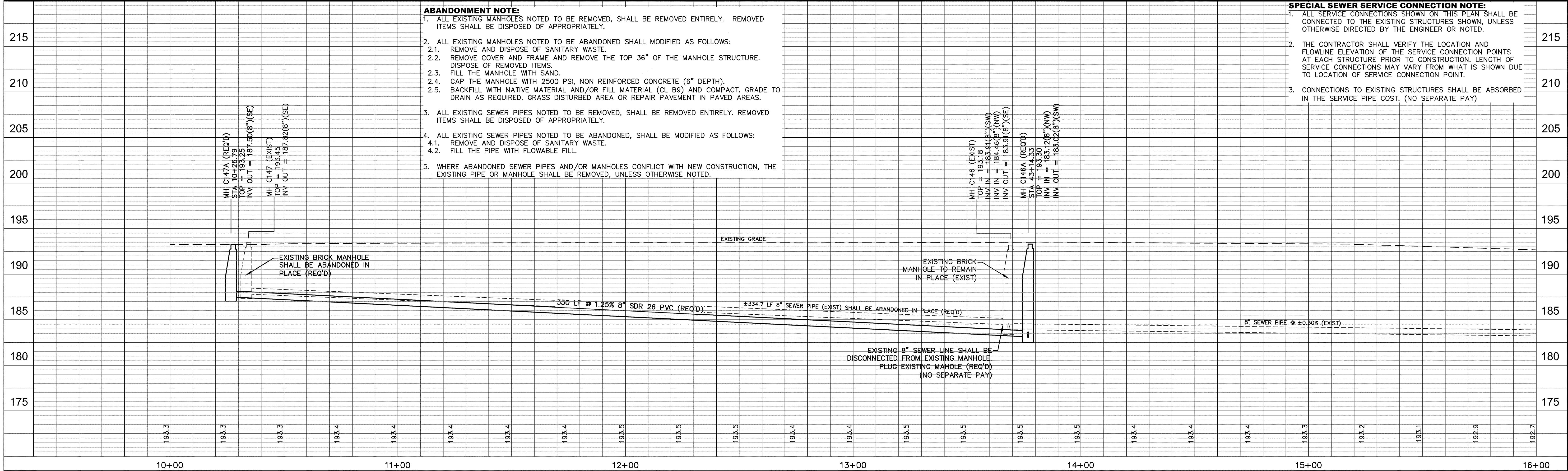
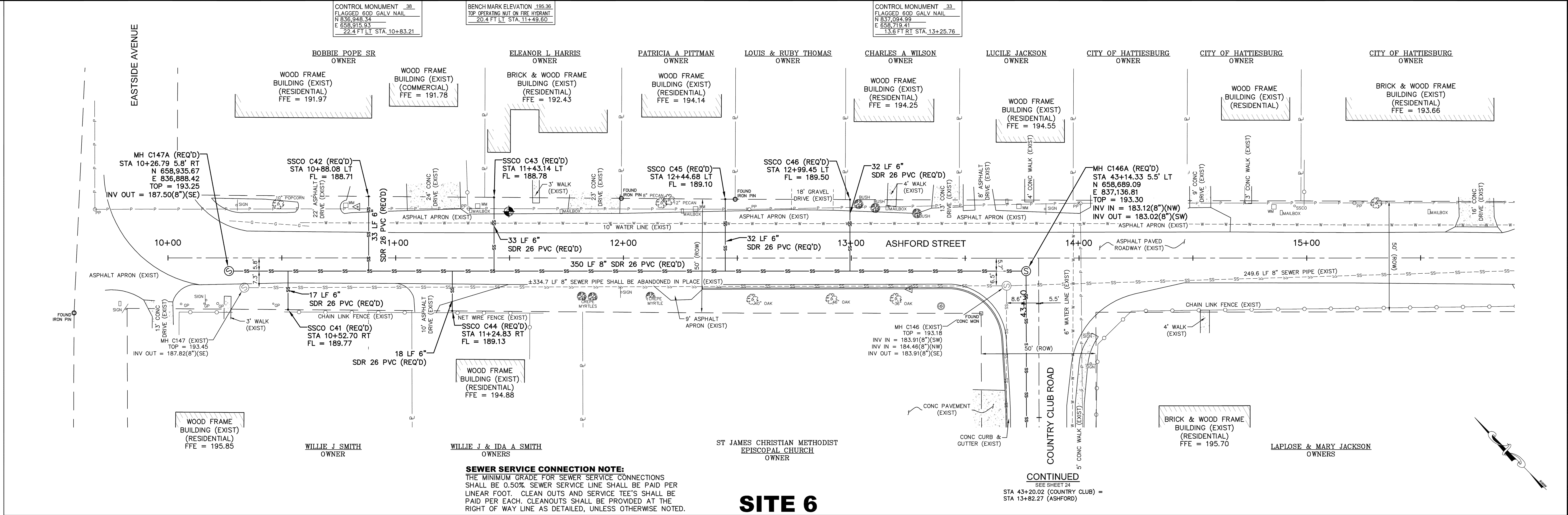
SEWER SERVICE CONNECTION NOTE:
THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50% SEWER SERVICE LINE SHALL BE PAID PER LINEAR FOOT. CLEAN OUTS AND SERVICE TEE'S SHALL BE PAID PER EACH. CLEANOUTS SHALL BE PROVIDED AT THE RIGHT OF WAY LINE AS DETAILED, UNLESS OTHERWISE NOTED

SPECIAL SEWER SERVICE CONNECTION NOTE:

1. ALL SERVICE CONNECTIONS SHOWN ON THIS PLAN SHALL BE CONNECTED TO THE EXISTING STRUCTURES SHOWN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR NOTED.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
3. CONNECTIONS TO EXISTING STRUCTURES SHALL BE ABSORBED IN THE SERVICE PIPE COST. (NO SEPARATE PAY)

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SITE 6 – ASHFORD STREET
COMPREHENSIVE SEWER IMPROVEMENTS – PHASE II

DATE		REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V	DRAWN BY: RES DATE: 07-09-2012 CHECKED BY: KDW	 CONSULTING ENGINEERS	P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 361 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD-W.COM F: (601) 544-1831 F: (601) 544-1891	DRAWING NO. 1273-S002 SHEET 33

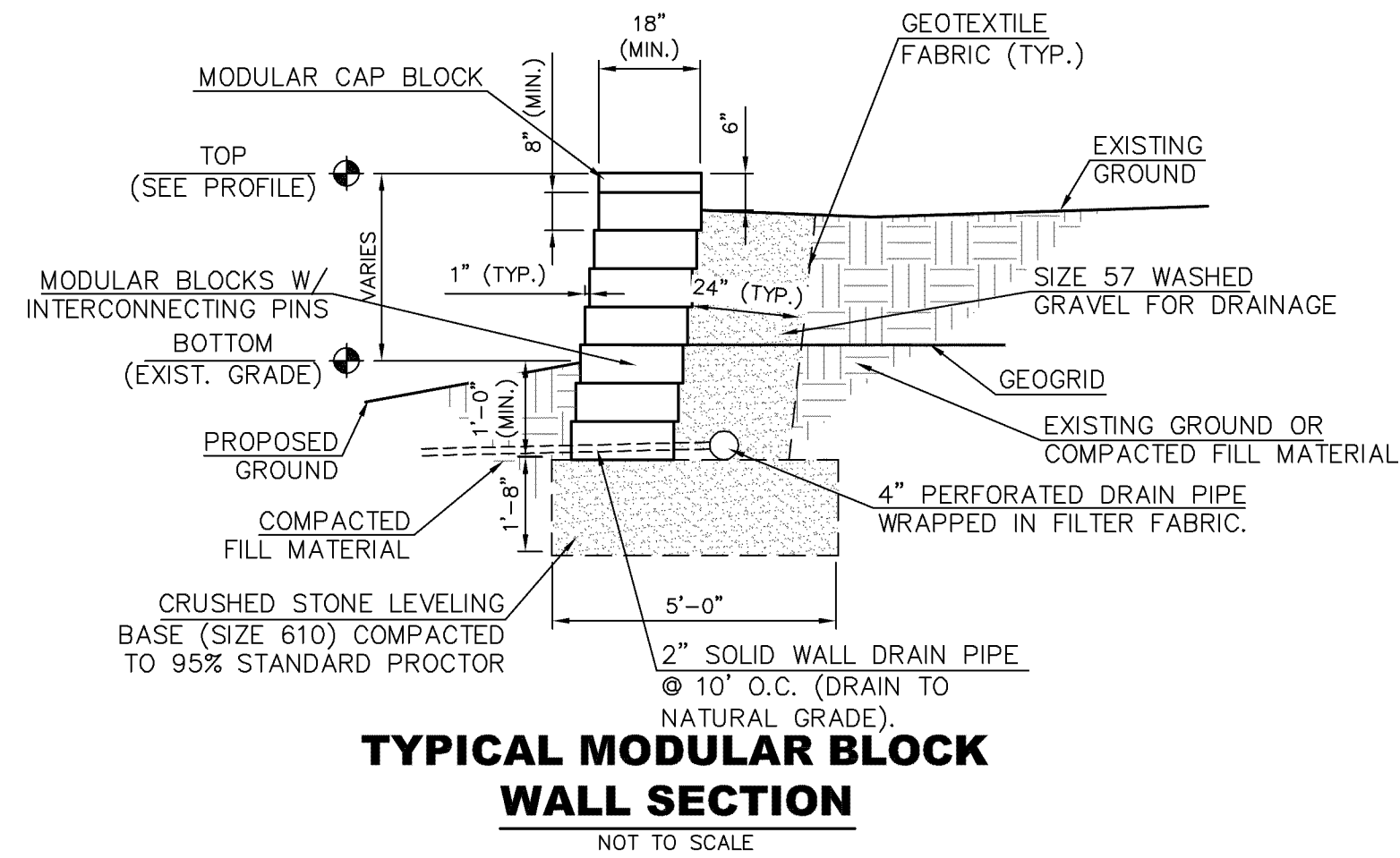
VEGETATION SCHEDULE	
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PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211-B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212-B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907-213-A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-B001	COMBINATION FERTILIZER (13-13-13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213-C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214-A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214-A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214-A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215-A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215-03.3)
216-A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219-A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220-A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220

- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRE TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIA GRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDDED MAY REQUIRE TOPSOIL

TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

<u>ITEM</u>	<u>RATE</u>	<u>SEASONAL LIMITATIONS</u>
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13-13-13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

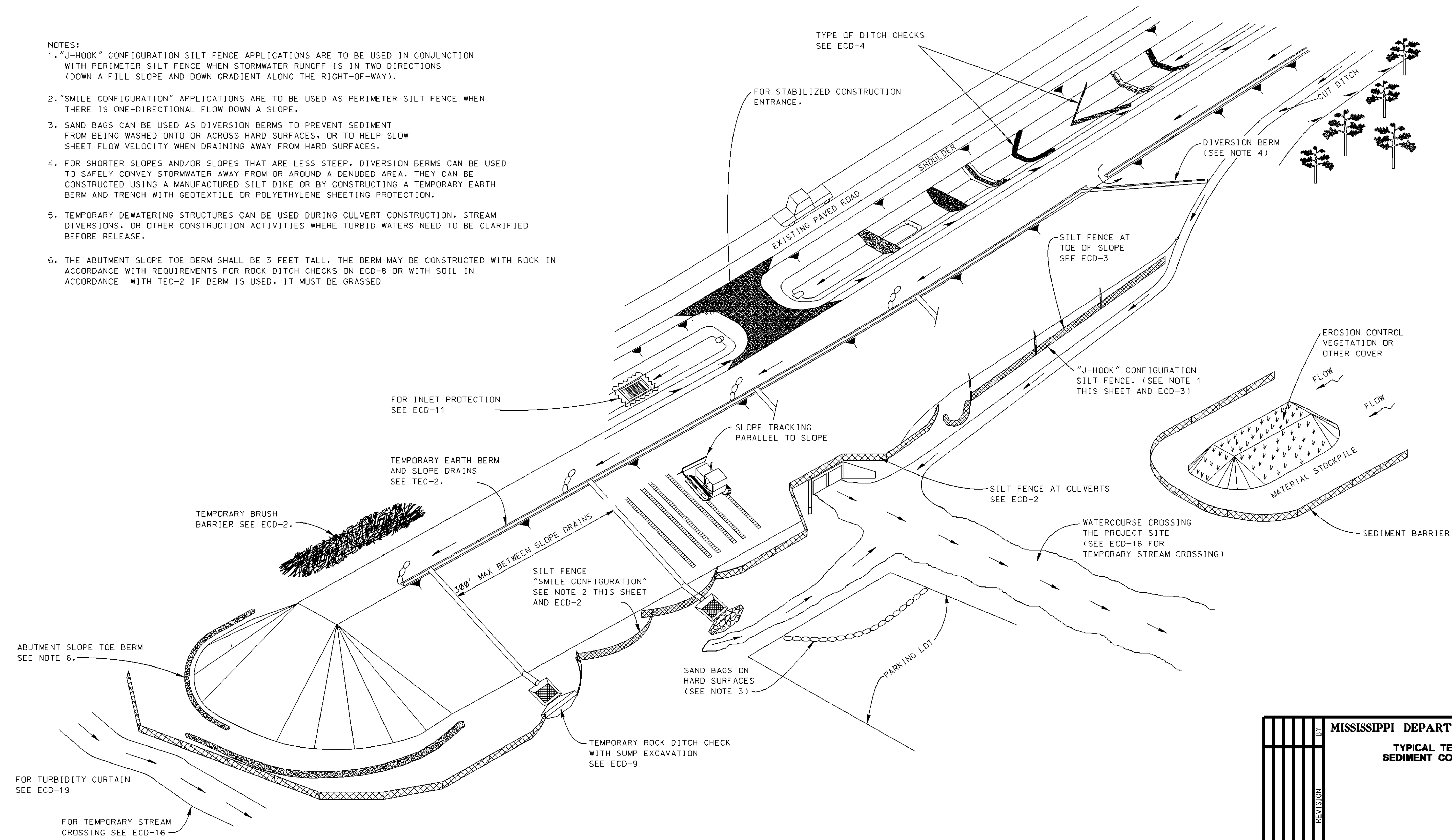


NOTE:

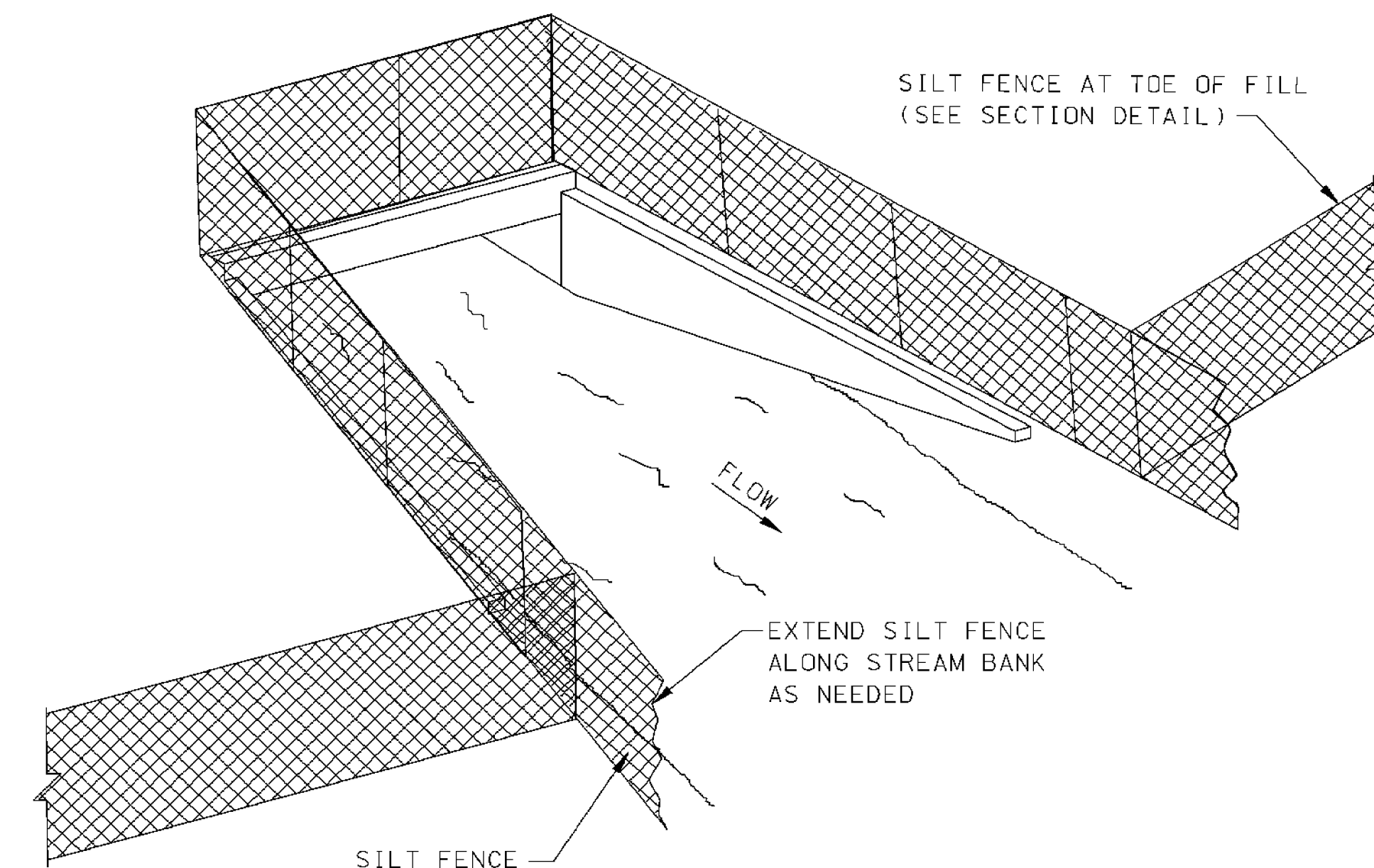
1. SEE MANUFACTURER'S SPECIFICATIONS FOR RETAINING WALL INSTALLATION.
2. ALL ITEMS SHOWN ON THIS DETAIL ARE INCLUDED IN THE BID ITEM FOR "MODULAR BLOCK RETAINING WALL".

NO.	DATE	DESCRIPTION	BY
MISCELLANEOUS DETAILS			
COMPREHENSIVE SEWER IMPROVEMENTS - PHASE I			
CITY OF HATTIESBURG			
FORREST & LAMAR COUNTIES, MISSISSIPPI			
 P.O. BOX 17711 HATTIESBURG, MISSISSIPPI 39405-17711 SRI SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTPP://WWW.SD-W.COM P: (601) 544 - 1021 F: (601) 544 - 0001 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
Drawn by: RES		Checked by: KDW	
Date: 09-09-2012		Scale: NOT TO SCALE	
Drawing No.: 1273-S001	Sheet No. <u> 35 </u>		

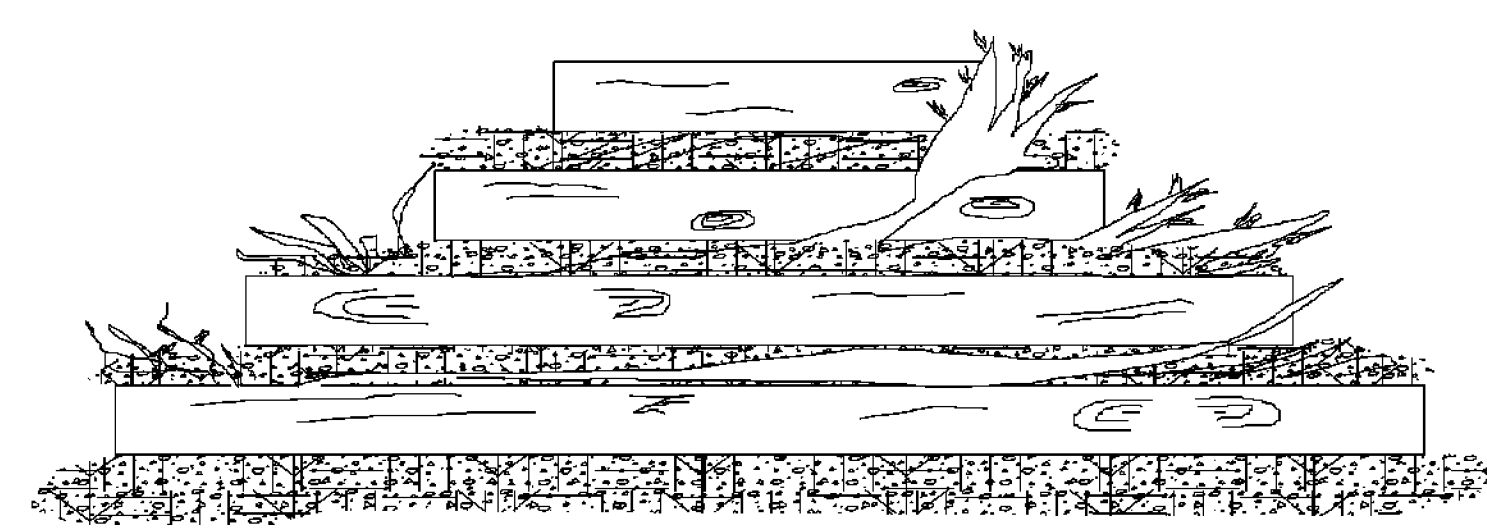
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDEED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



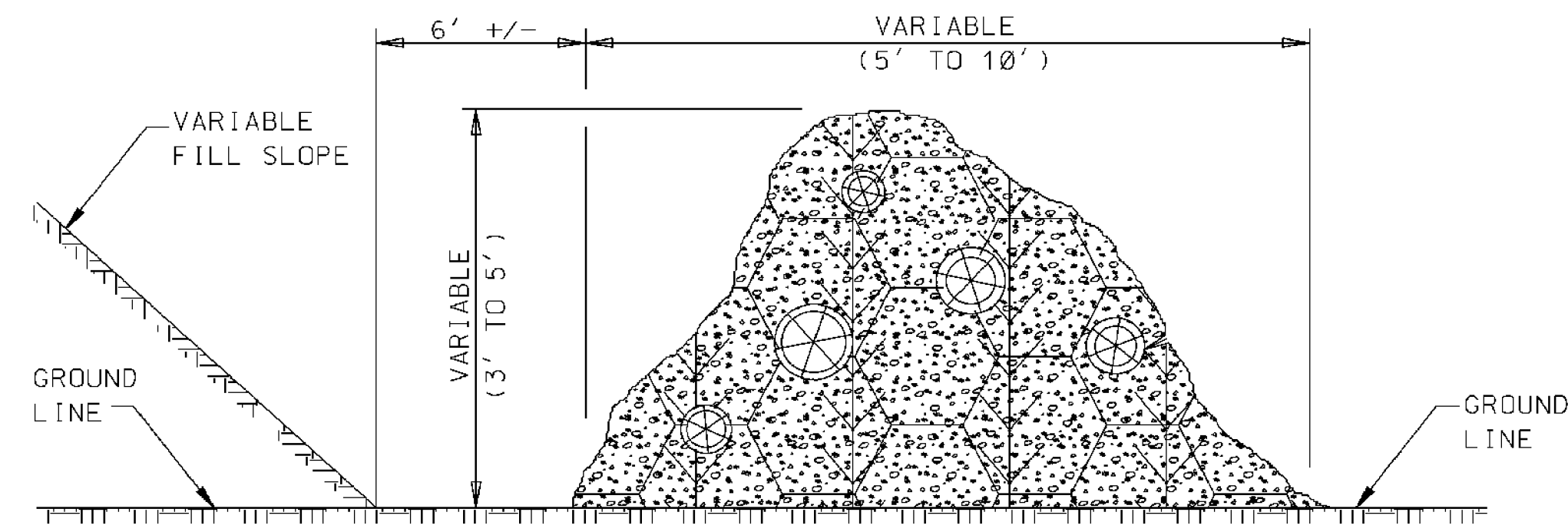
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	SHEET NUMBER 36
FILENAME: EROSION CONTROL\ECD-1.DGN	DESIGN TEAM
DATE	CHECKED
DATE	DATE



SEDIMENT BARRIER AT CROSS DRAIN



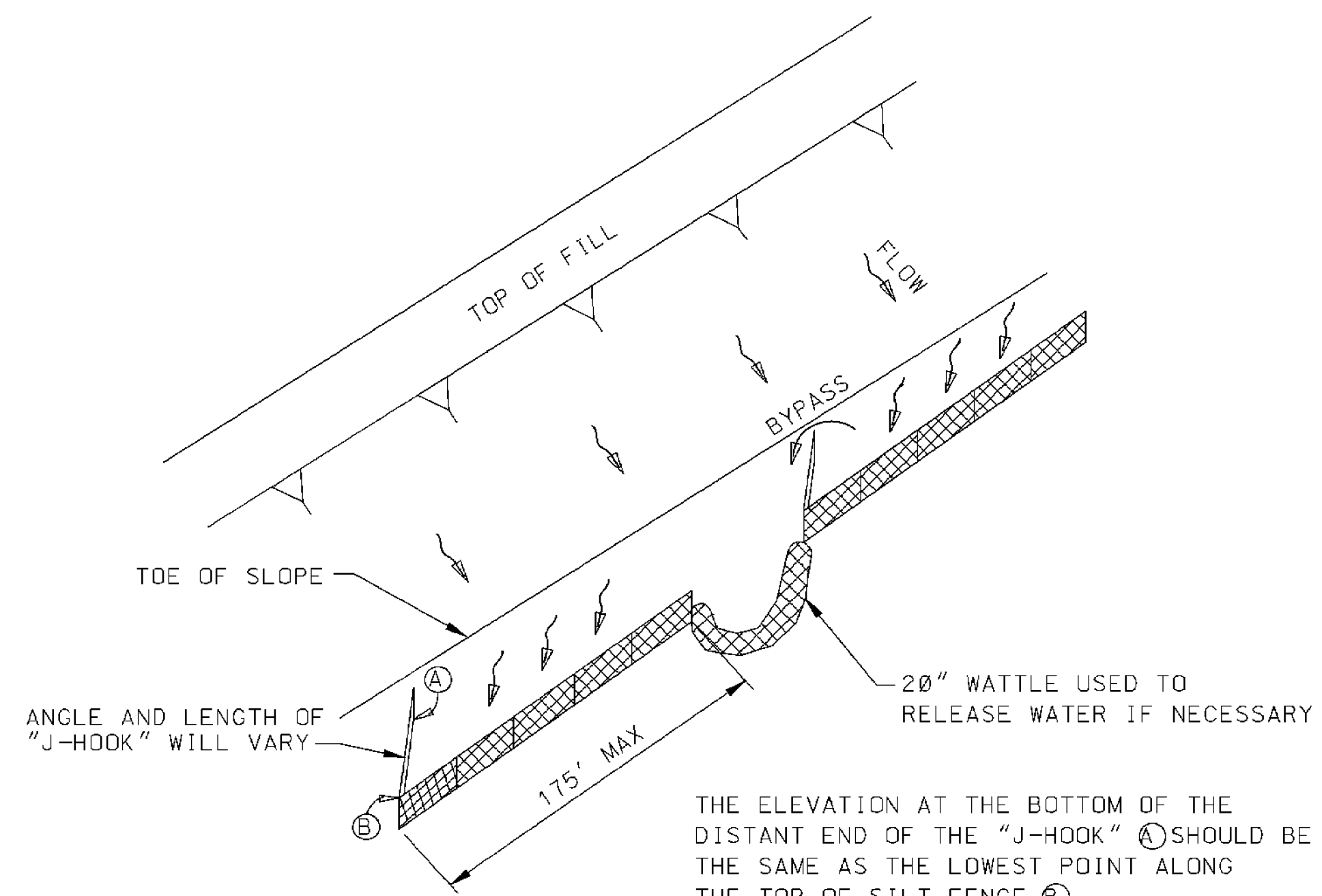
FRONT ELEVATION



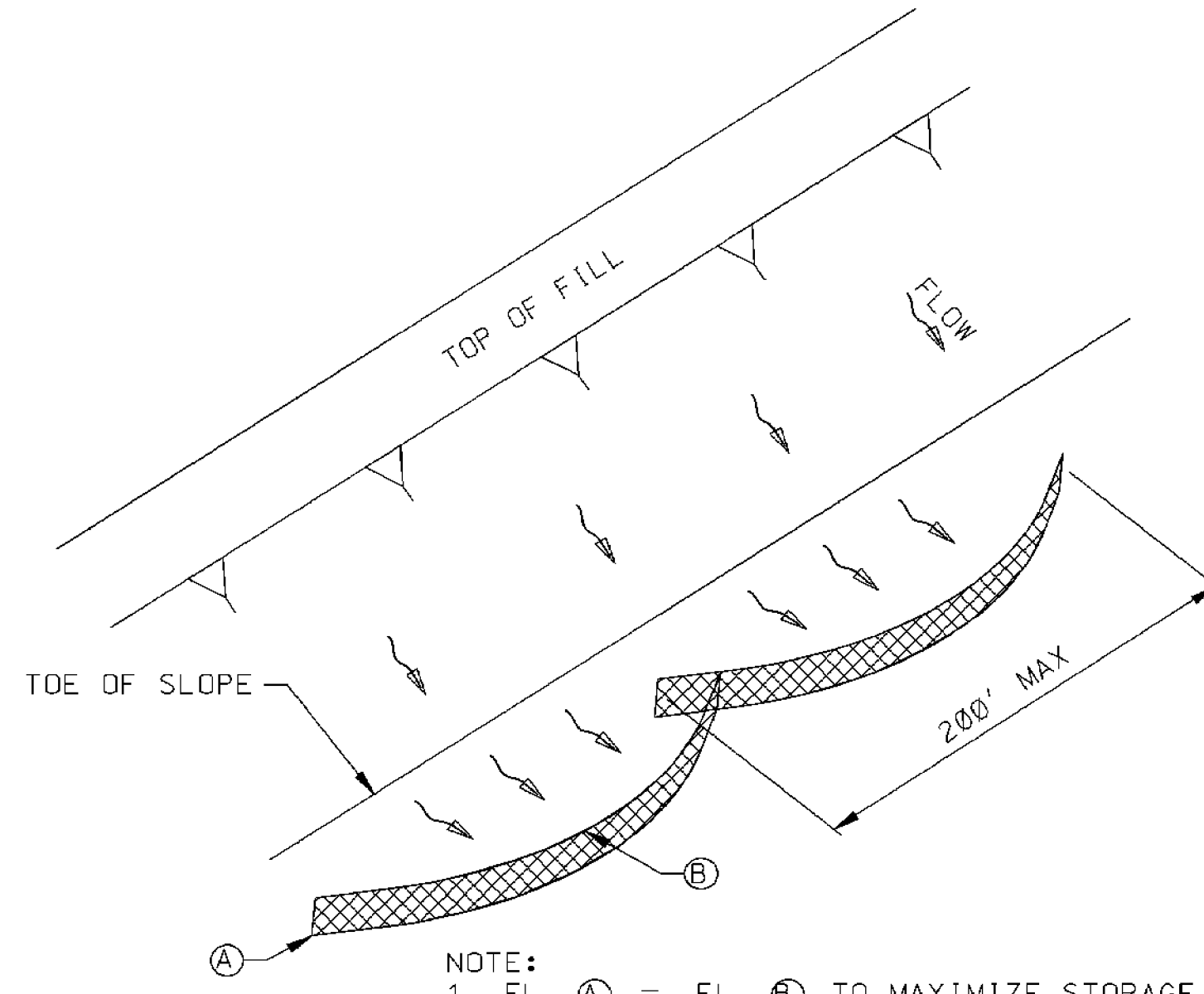
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

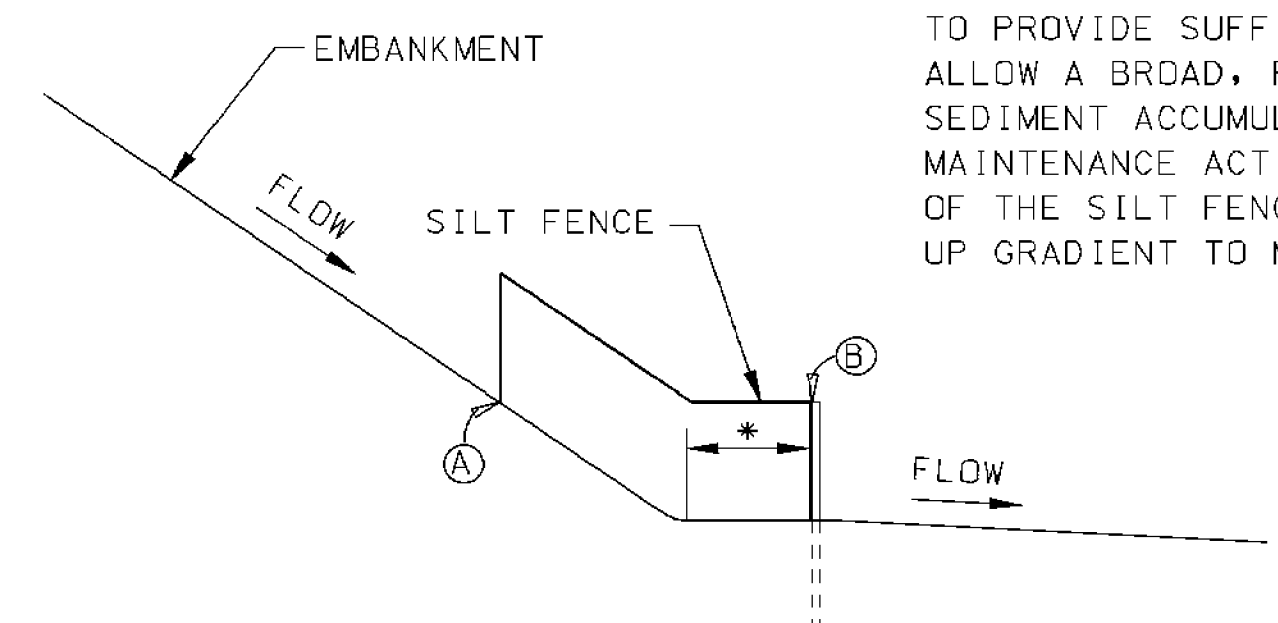


"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

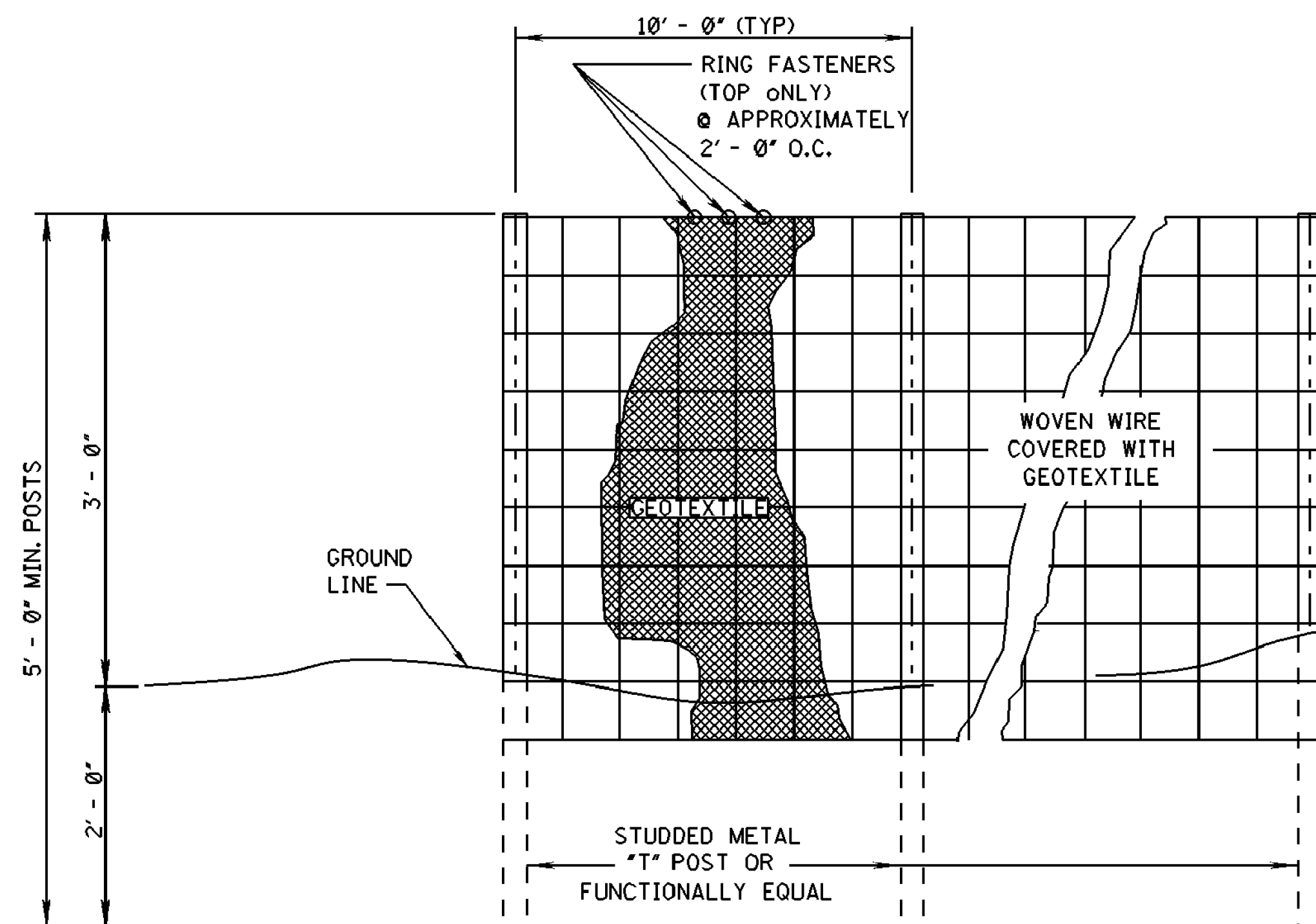
- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



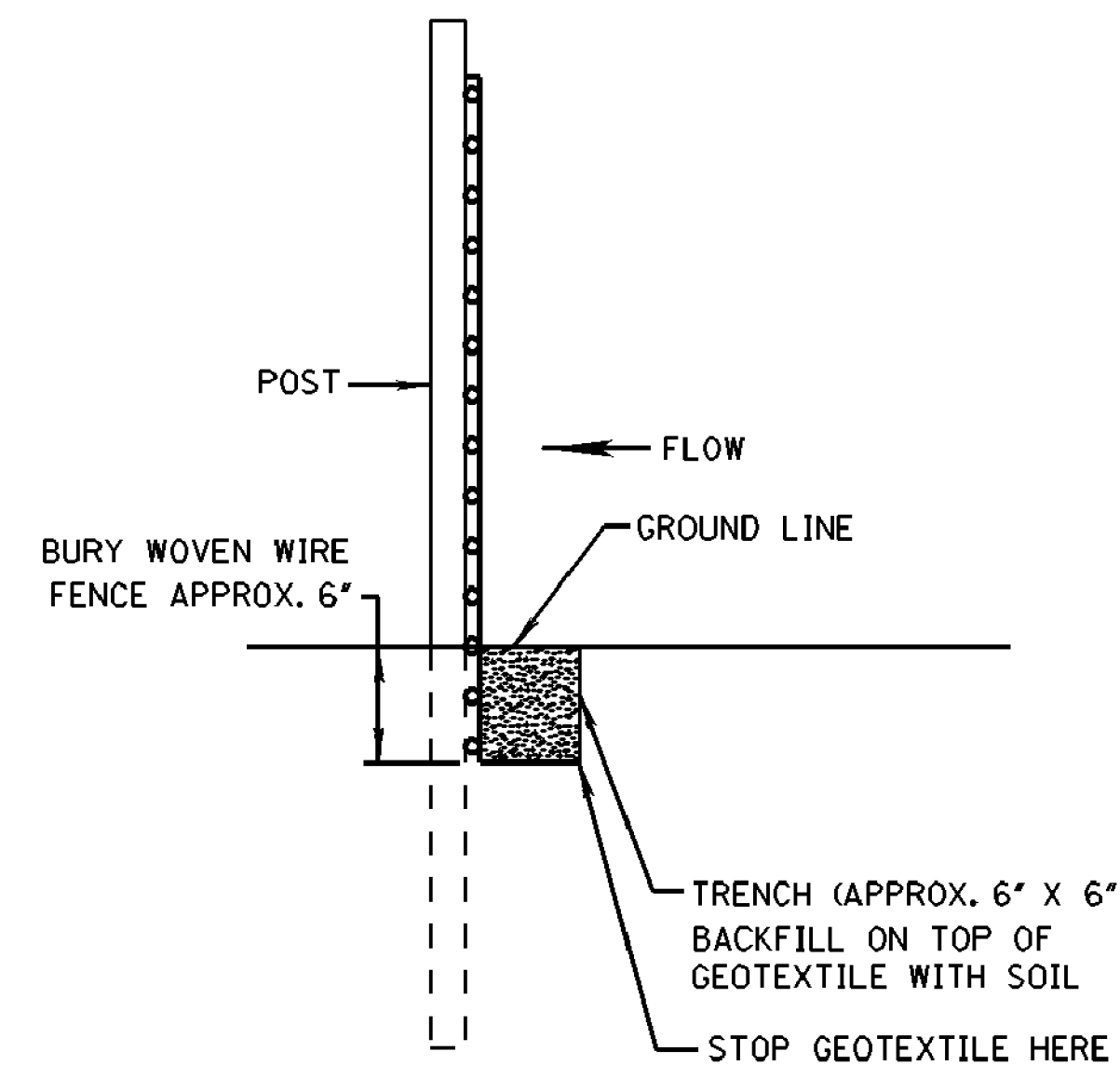
SILT FENCE SECTION AT TOE OF FILL

* SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

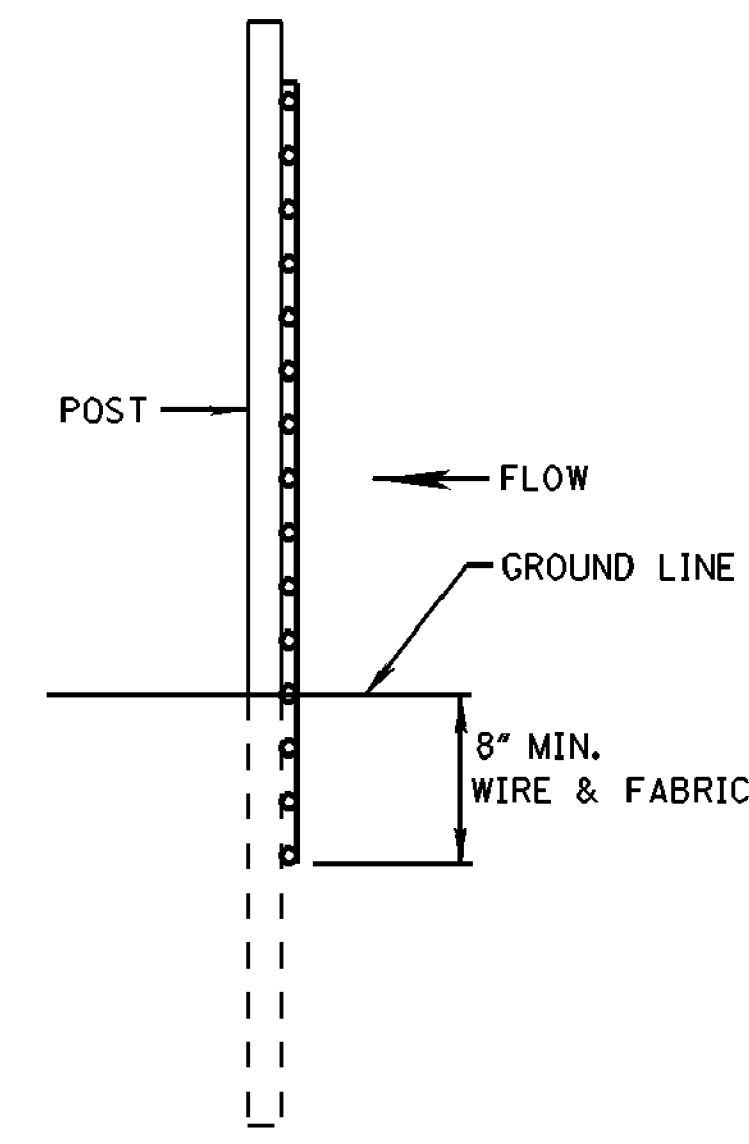
BY				MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
REVISION				DETAILS OF SEDIMENT BARRIER APPLICATIONS			
DATE				WORKING NUMBER			
DESIGN TEAM				ECD-2			
CHECKED				SHEET NUMBER			
DATE				37			



ELEVATION VIEW



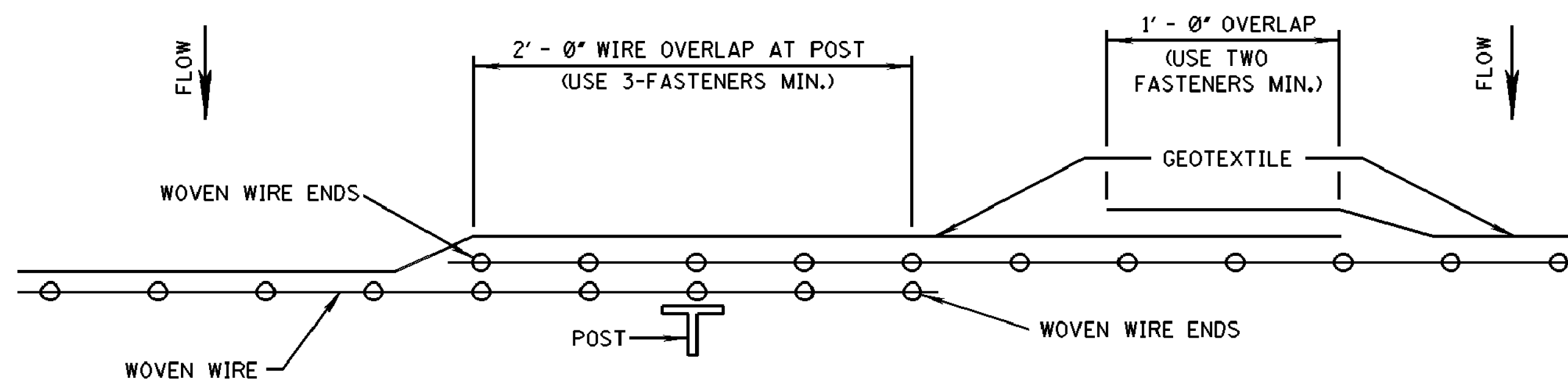
METHOD I



METHOD II
MECHANICAL INSTALLATION

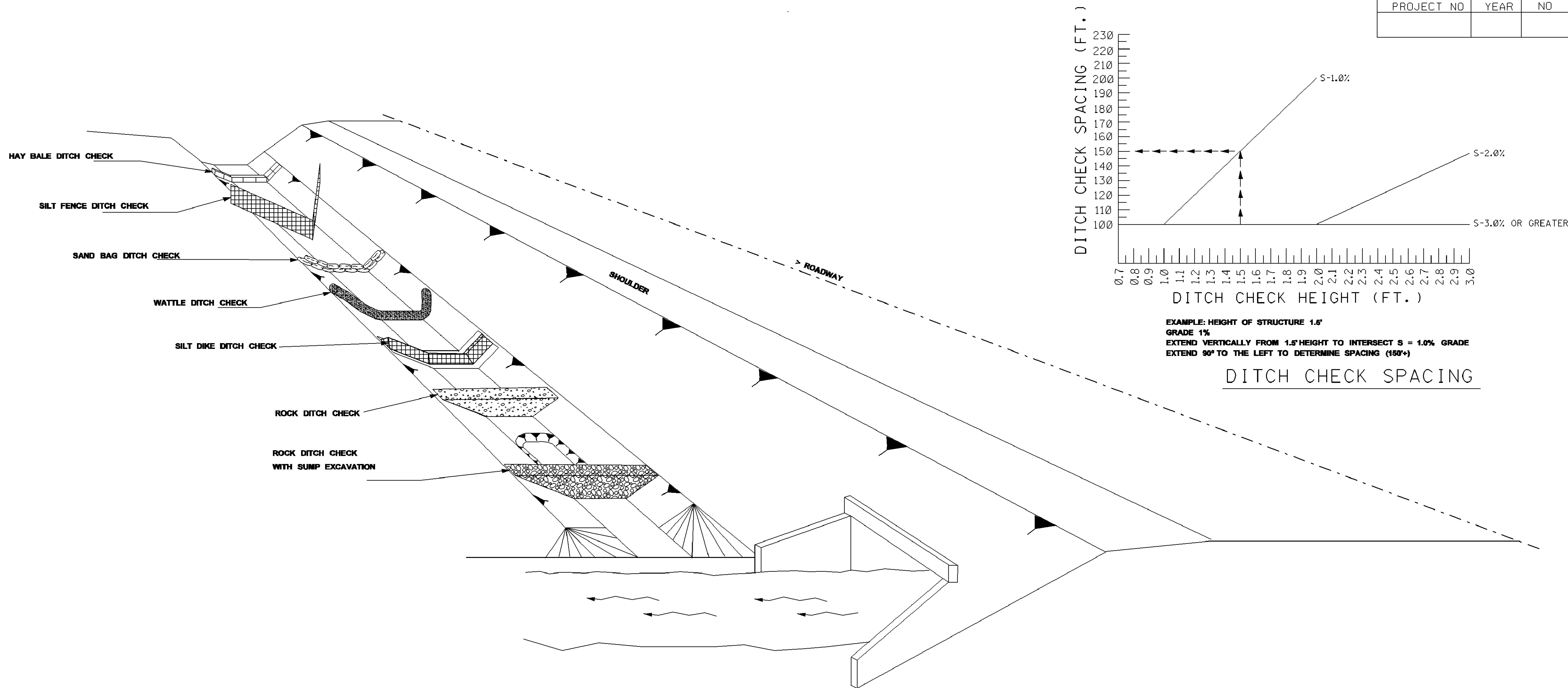
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW
REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SILT FENCE INSTALLATION			
BY	DATE	REVISION	WORKING NUMBER
			ECD-3
FILENAME: EROSION CONTROL\ECD-3.DGN		SHEET NUMBER	
DESIGN TEAM		CHECKED	
		DATE	
		38	

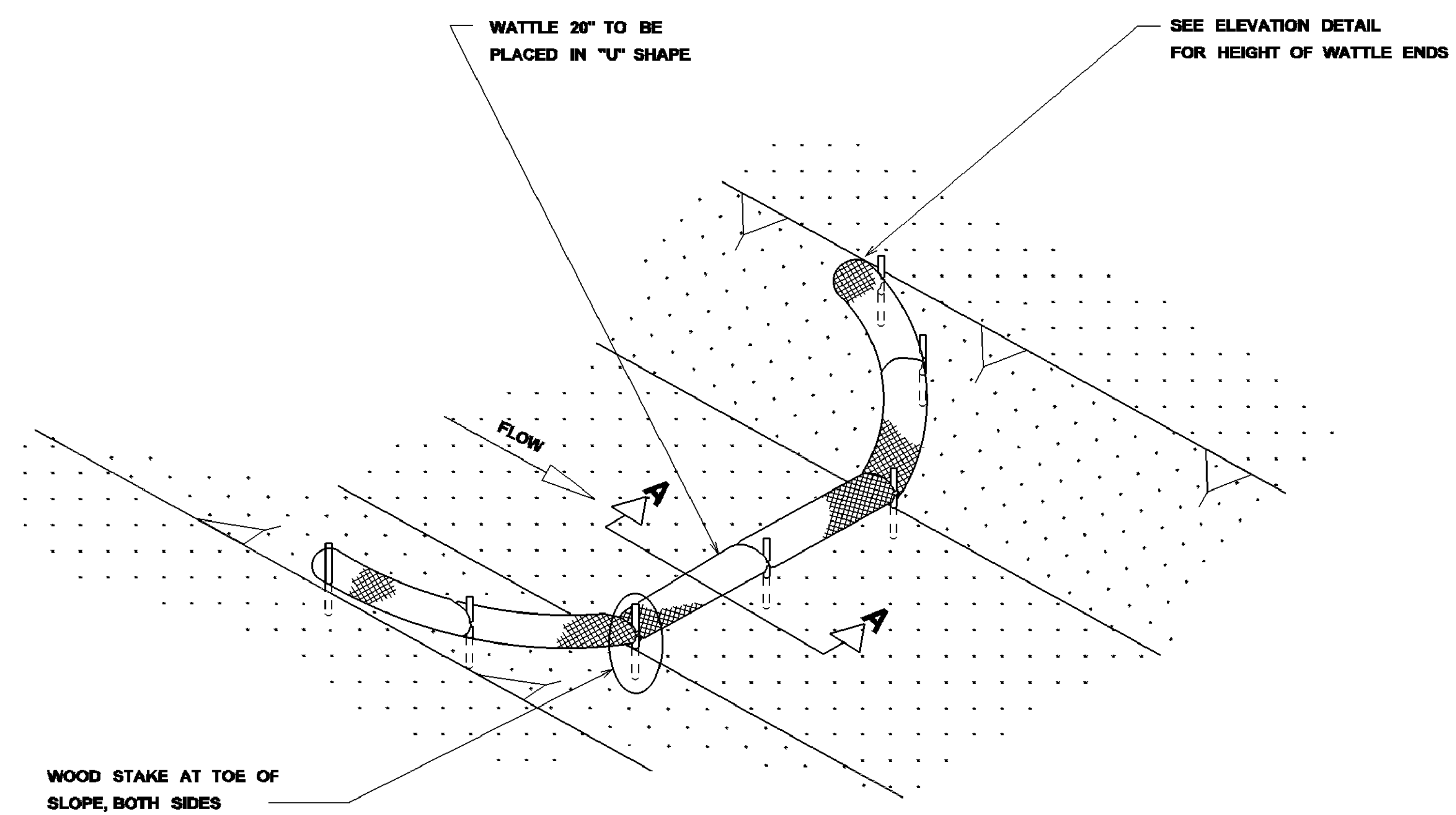


NOTES:

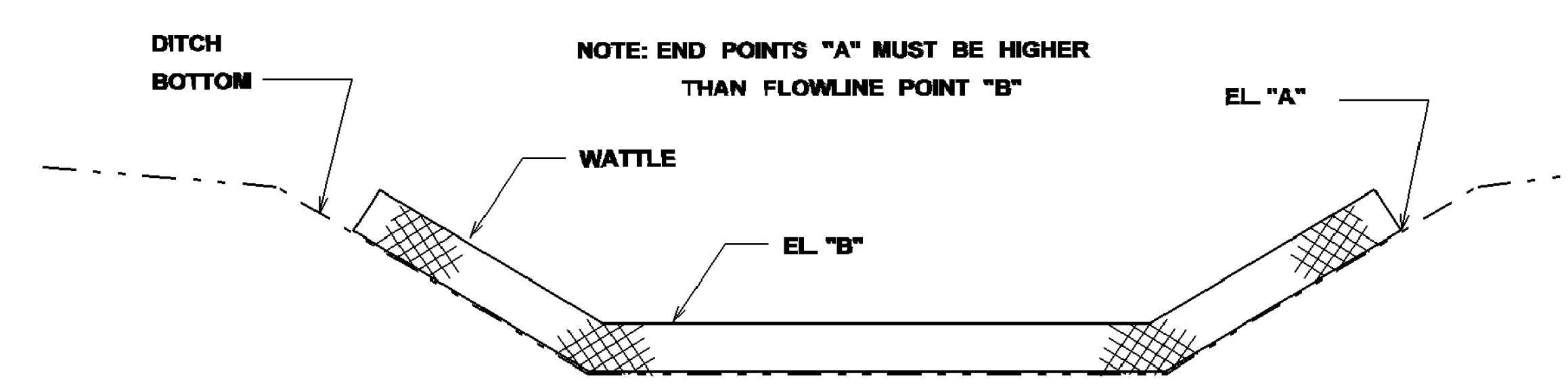
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

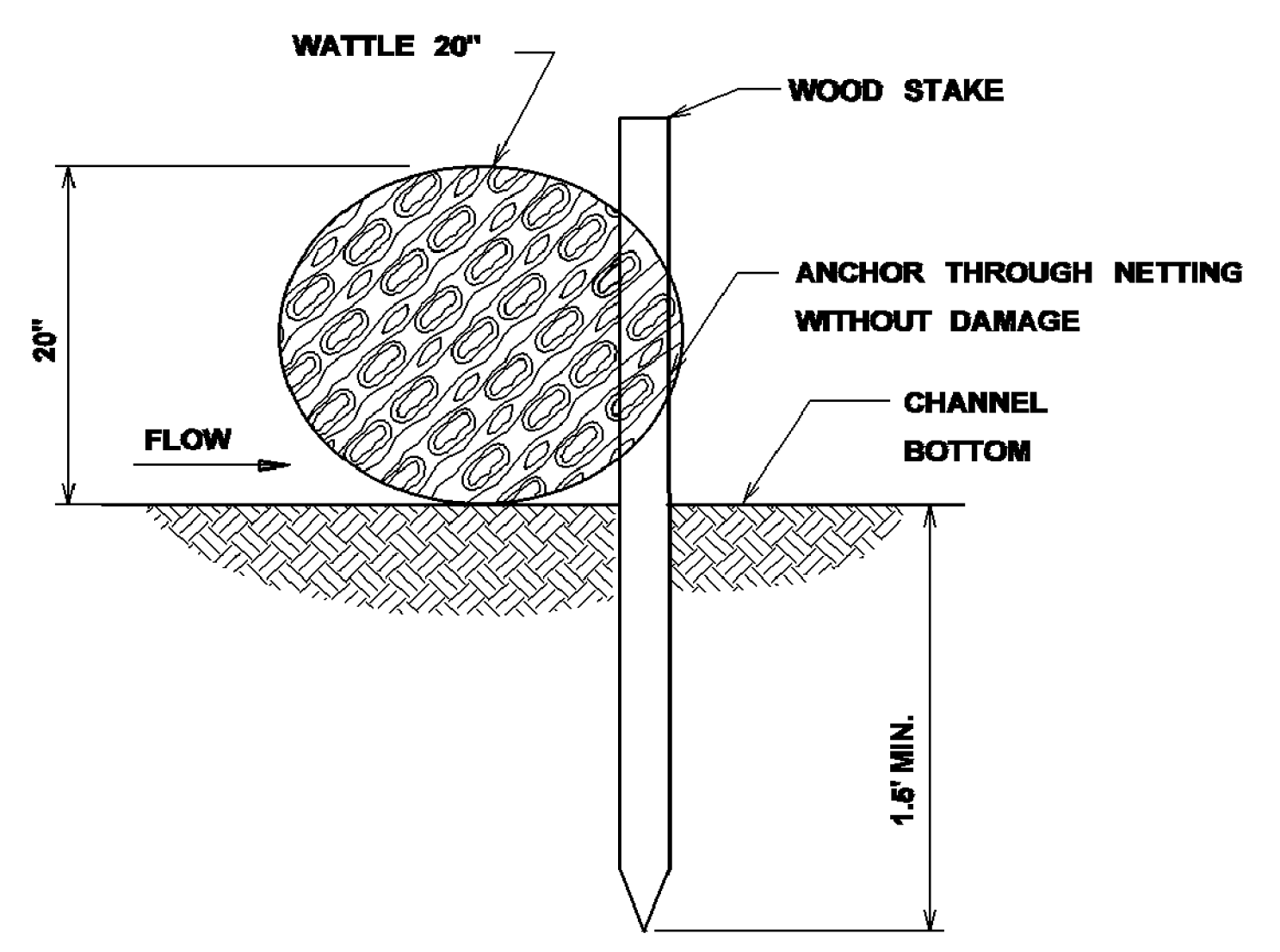
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
WORKING NUMBER ECD-4	SHEET NUMBER 39
FILENAME: EROSION CONTROL/ECD-4.DGN	DESIGN TEAM _____ CHECKED _____ DATE _____



DETAIL (DITCH CHECK)



ELEVATION DETAIL



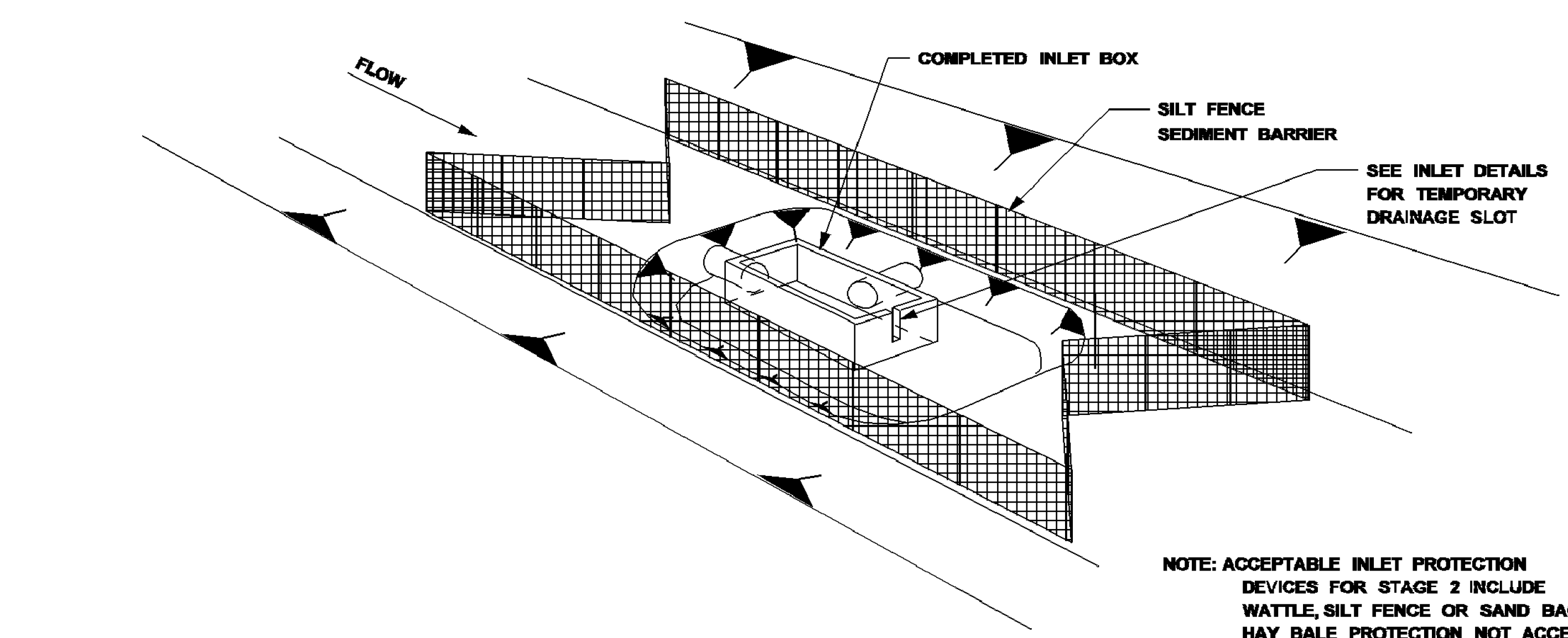
SECTION A-A

- NOTES:
1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
 2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

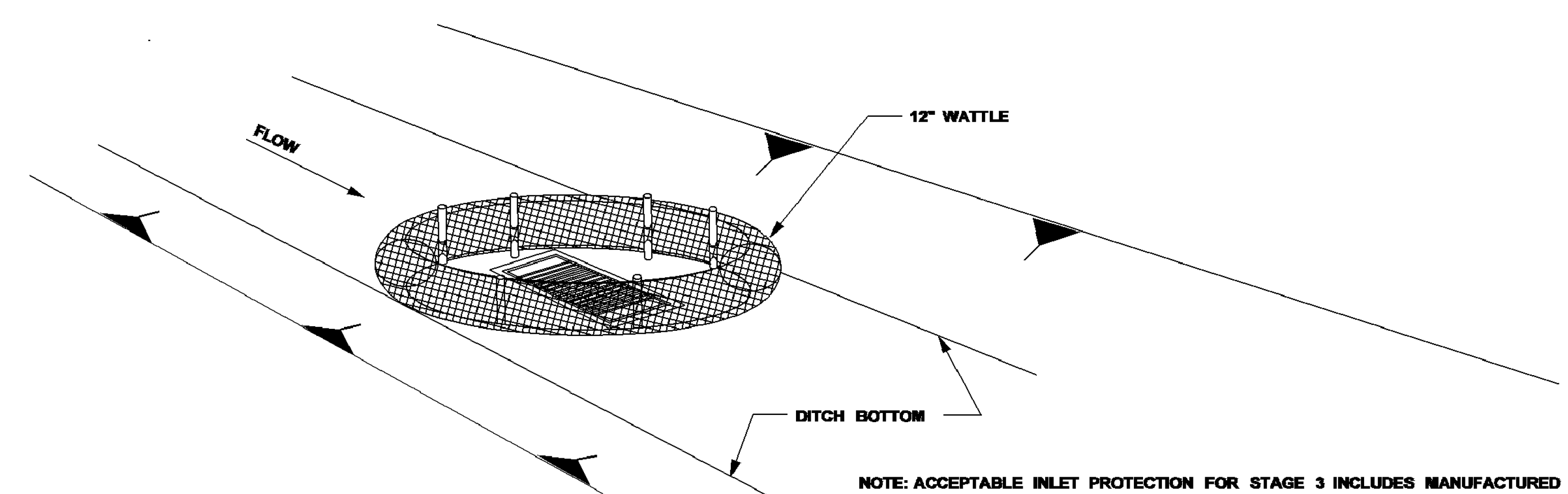
WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF EROSION CONTROL			
WATTLE DITCH CHECK			
DATE	REVISION	BY	WORKING NUMBER
FILENAME: EROSION CONTROL ECD-6.DGN			ECD-6
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			40



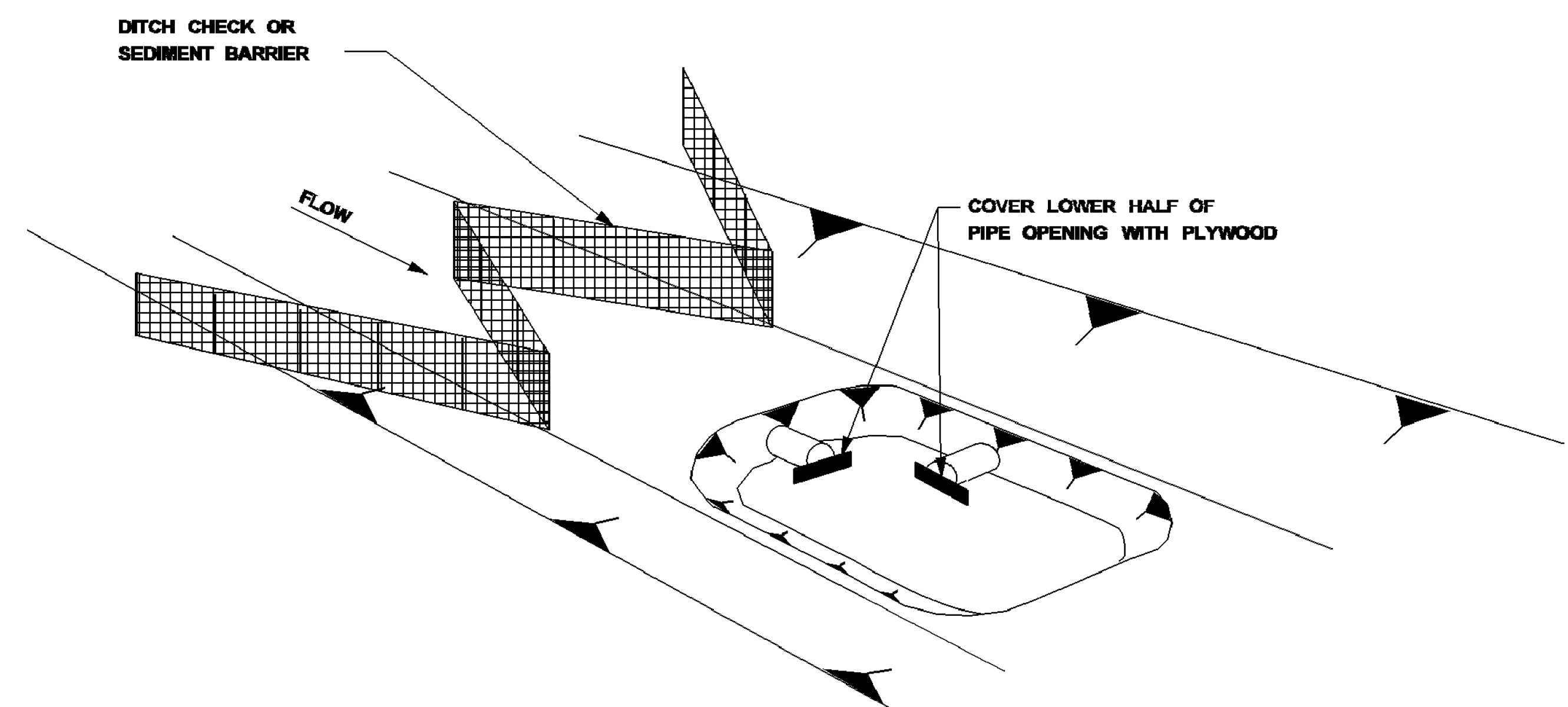
STAGE 2
INLET/JUNCTION BOX
CONSTRUCTED BUT NOT BACKFILLED

NOTE: ACCEPTABLE INLET PROTECTION
DEVICES FOR STAGE 2 INCLUDE
WATTLE, SILT FENCE OR SAND BAGS.
HAY BALE PROTECTION NOT ACCEPTABLE
DURING THIS PHASE.



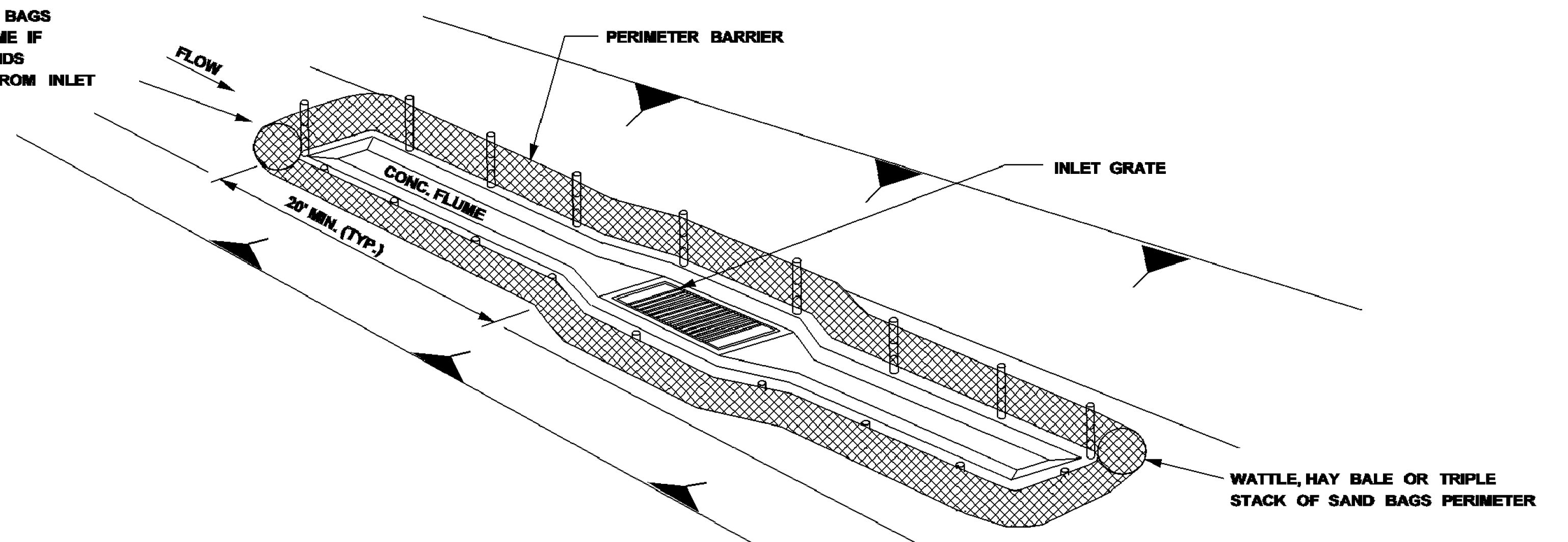
STAGE 3
INLET CONSTRUCTED AND BACKFILLED

NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED
INLET PROTECTION DEVICE, WATTLE OR SAND BAGS. HAY BALES NOT ACCEPTABLE
PROTECTION DURING THIS STAGE.



STAGE 1
INLET/JUNCTION BOX LOCATION EXCAVATED

PLACE SAND BAGS
ACROSS FLUME IF
FLUME EXTENDS
BEYOND 20' FROM INLET



STAGE 4
COMPLETED INLET WITH
ADJACENT IMPERMEABLE SURFACE

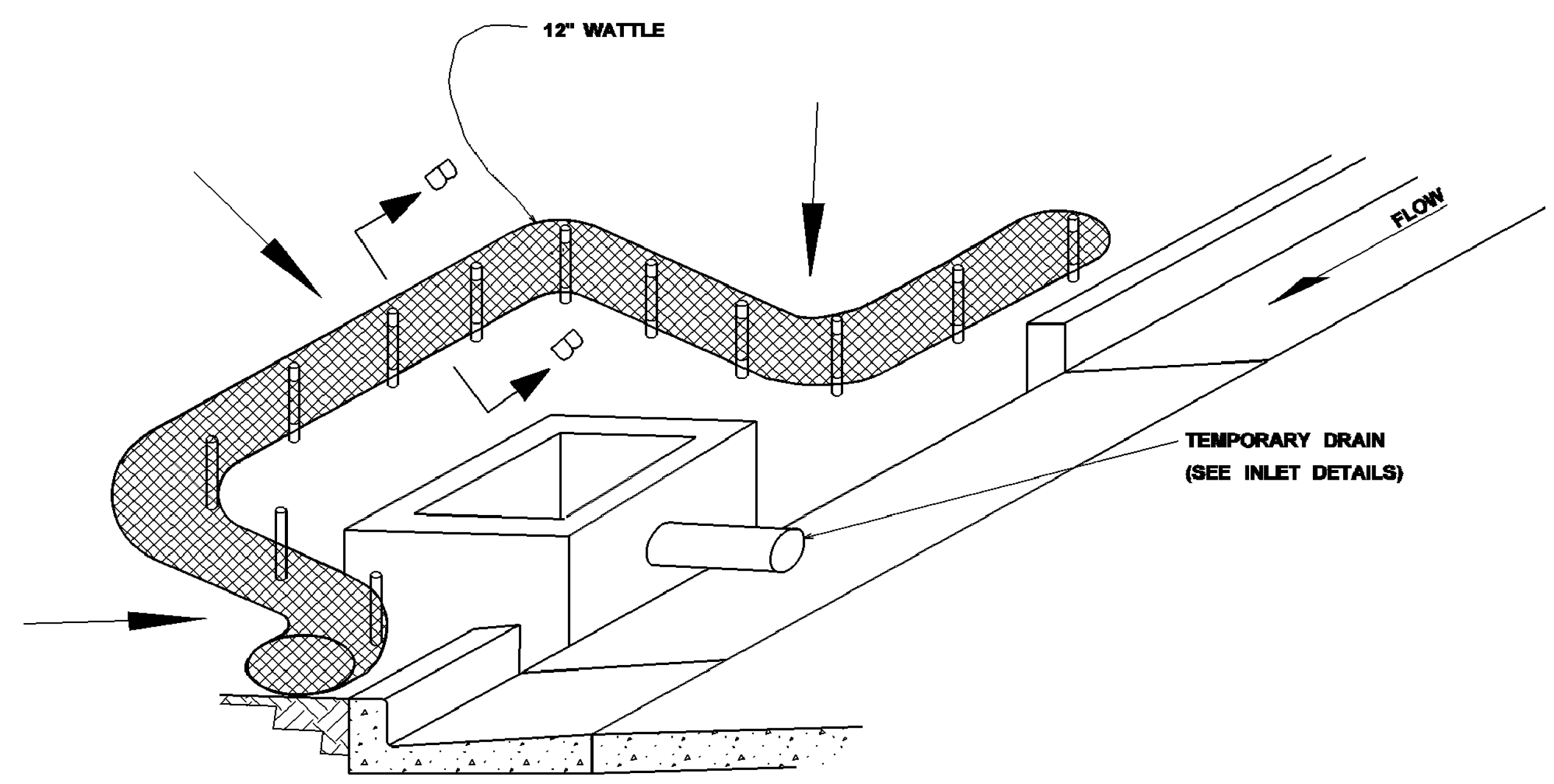
NOTE: A MANUFACTURED INLET PROTECTION DEVICE
OR SAND BAGS W/ GRAVEL MAY BE SUBSTITUTED FOR
THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

DITCH INLET CONSTRUCTION STAGES

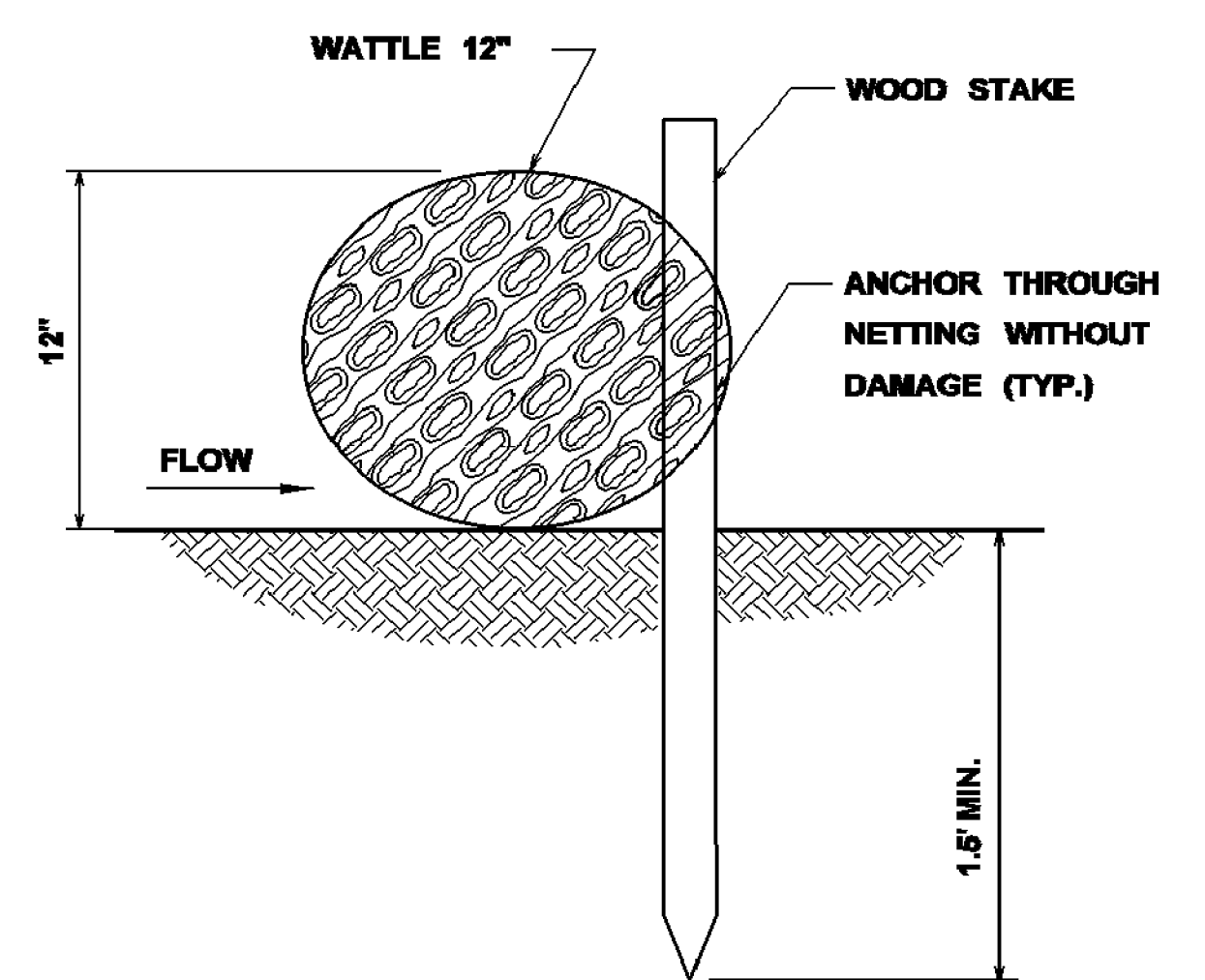
- NOTES:
1. FOUNDATION BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
 2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
 3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
 4. IF SILT FENCING IS INSTALLED AROUND THE INLET EXCAVATION IT SHOULD BE PLACED IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.

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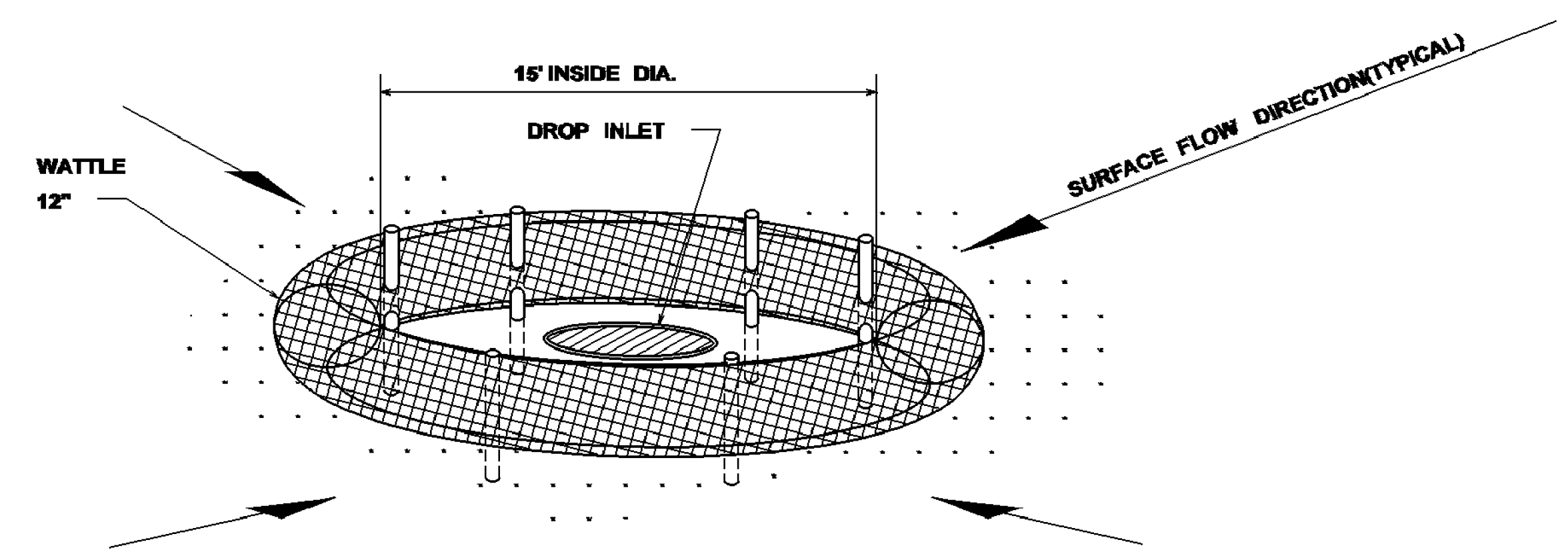
NOTE:
SILT FENCE OR SAND BAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET

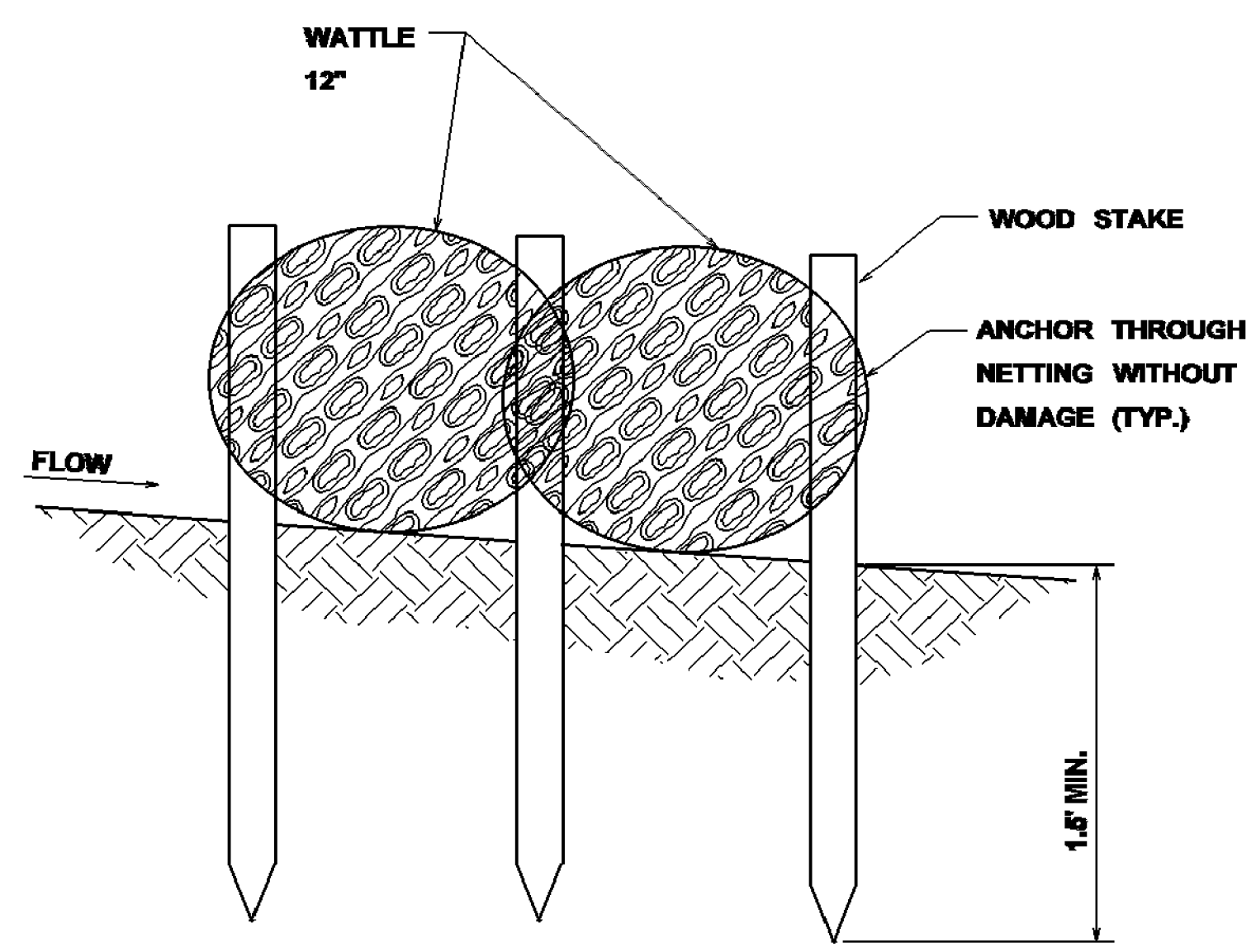


SECTION B-B



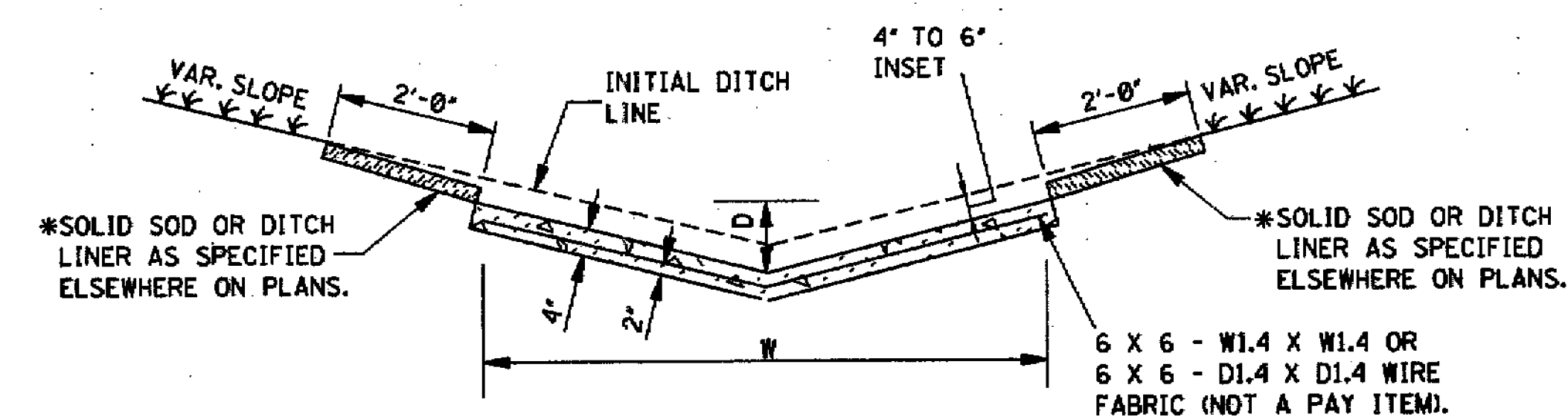
DROP INLET PROTECTION

- NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1' MIN., 3' MAX.).
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.

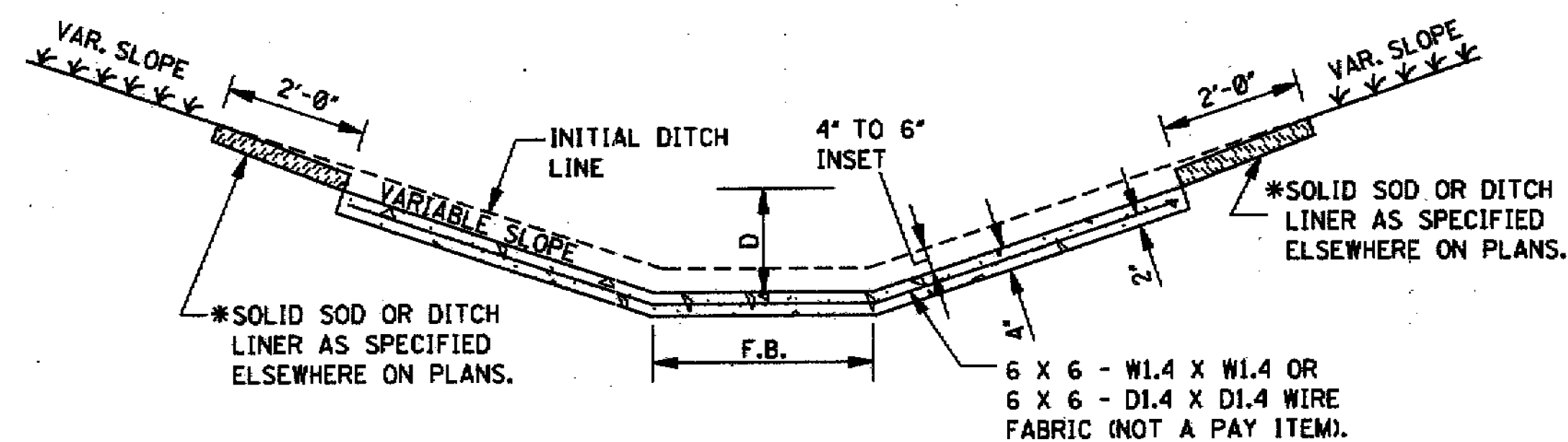


SECTION A-A

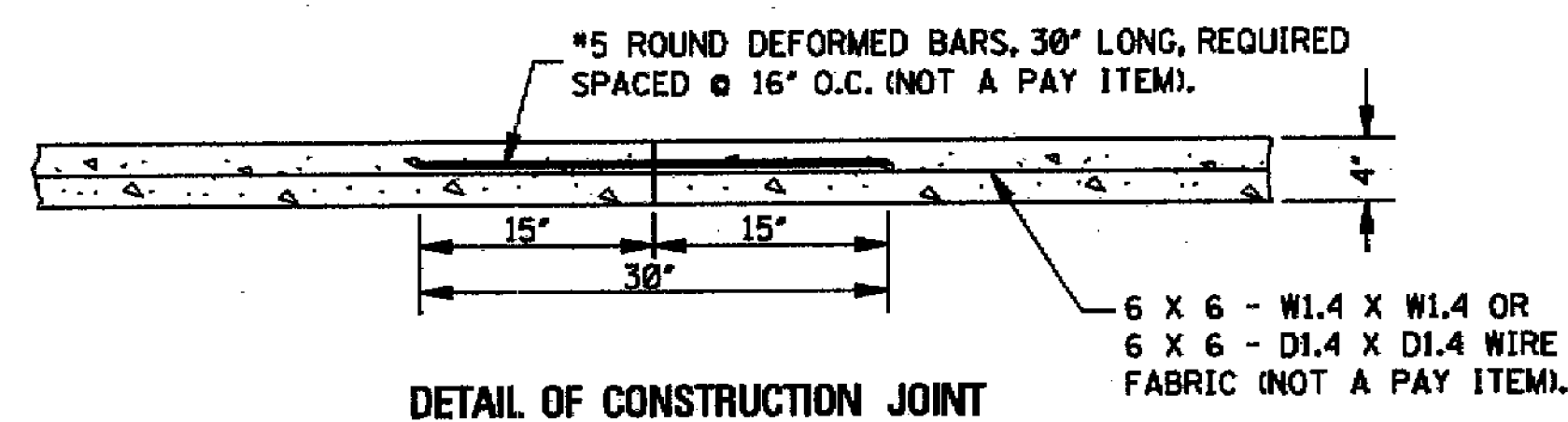
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
INLET PROTECTION DETAILS OF WATTLES			
WORKING NUMBER	ECD-12		
SHEET NUMBER	42		
FILENAME:	EROSION CONTROL/ECD-12.DGN		
DESIGN TEAM	CHECKED	DATE	



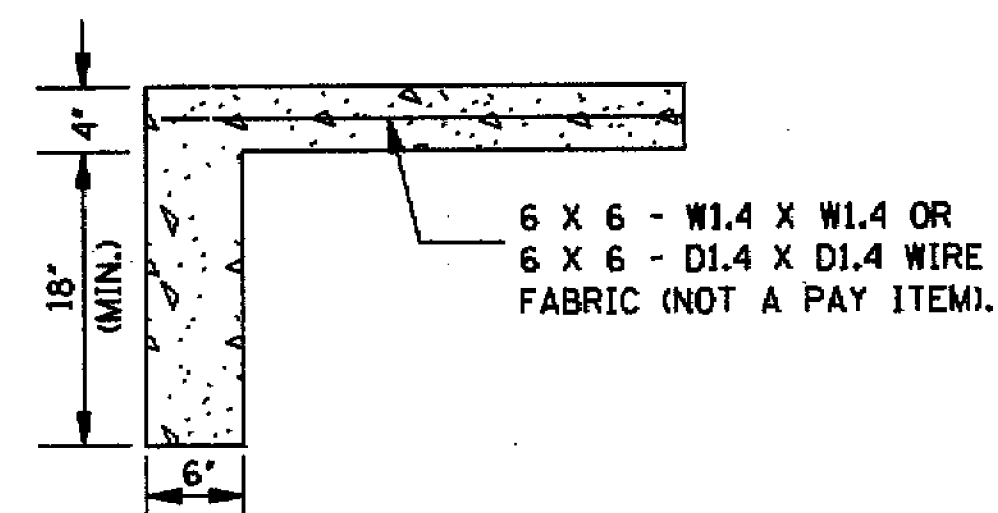
V TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL
NOTE: TOE WALL REQUIRED
UPSTREAM AND DOWNSTREAM.

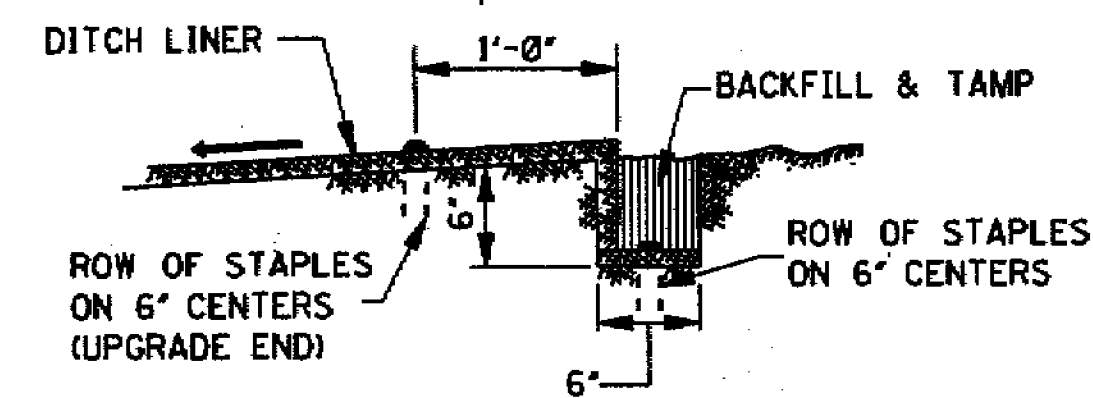
CONCRETE PAVED DITCH

NOTES:

- CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
- DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"

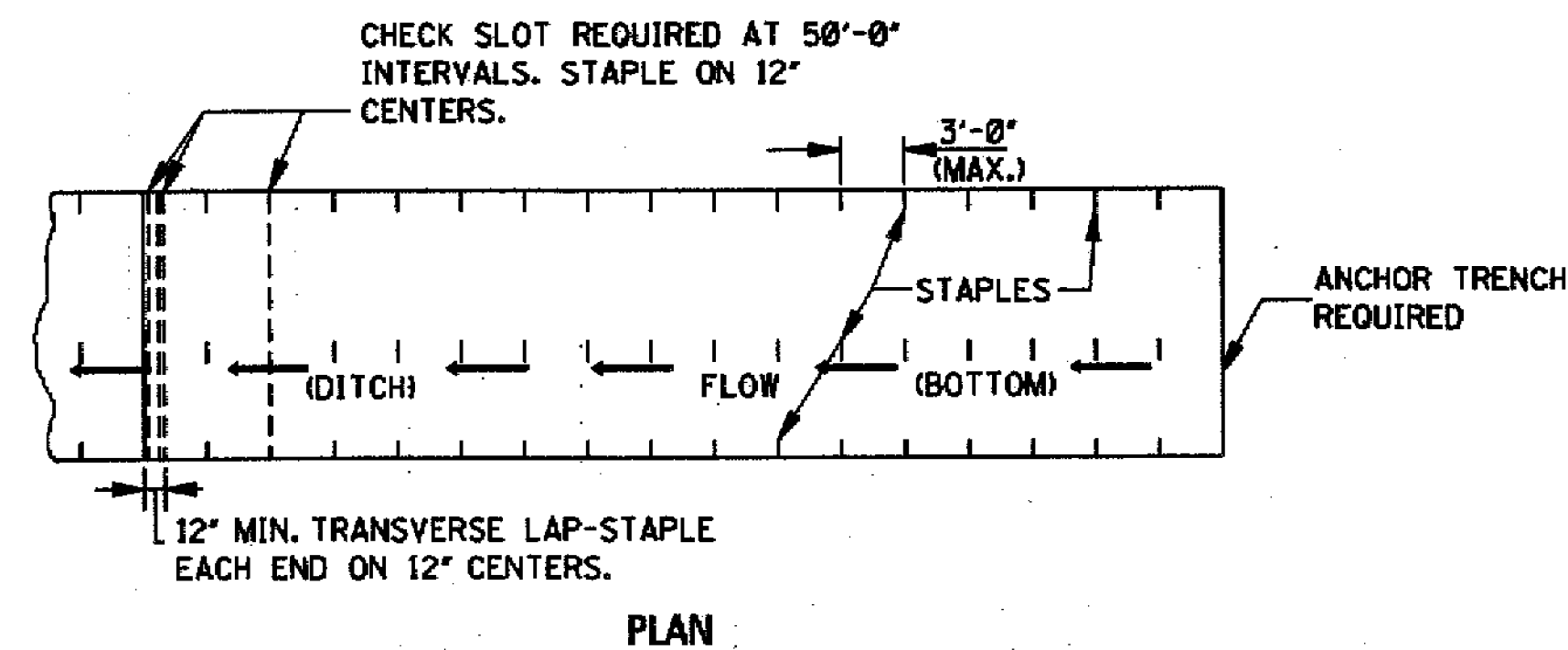
- CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

- * 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

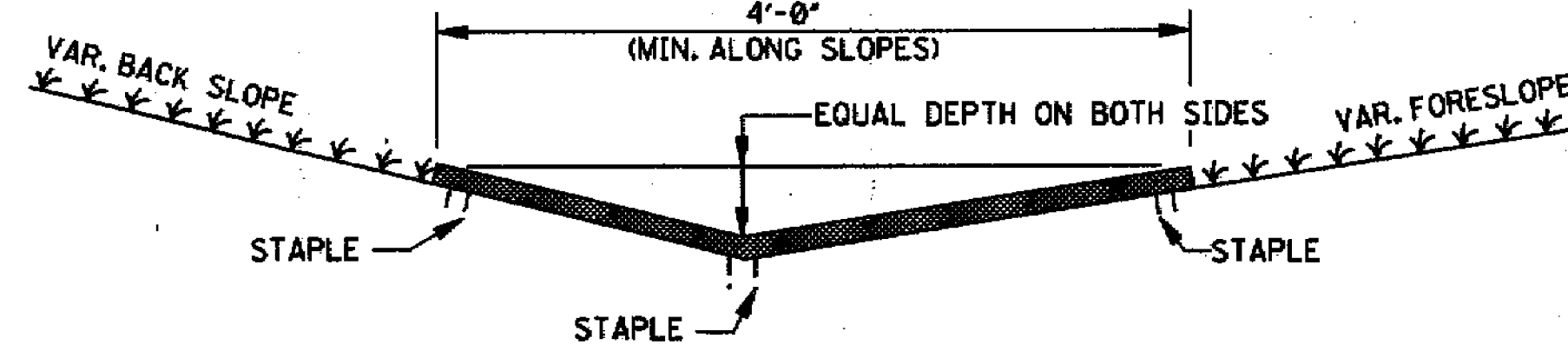


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



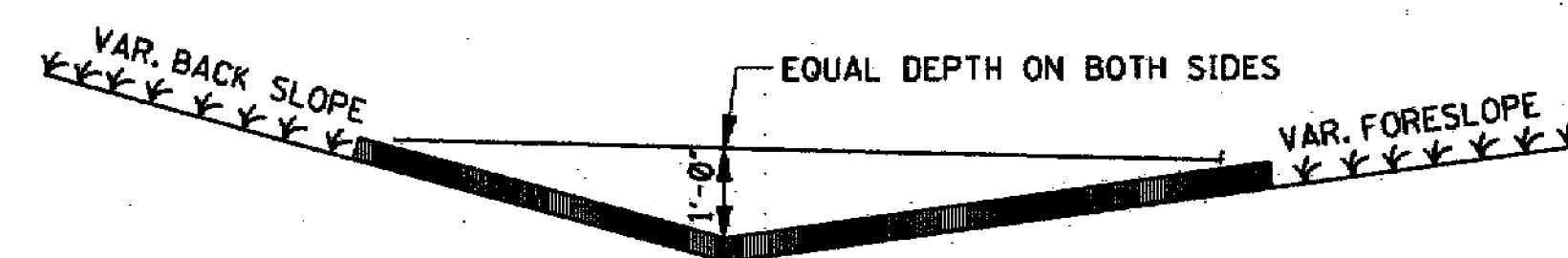
PLAN



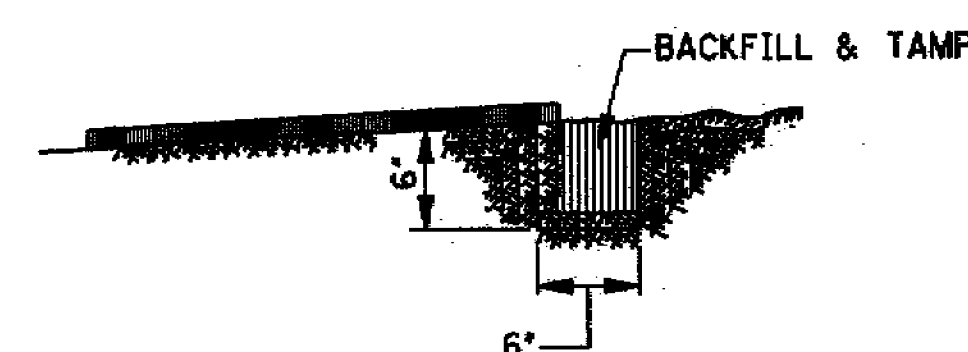
SECTION

DITCH LINER TREATMENT (EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



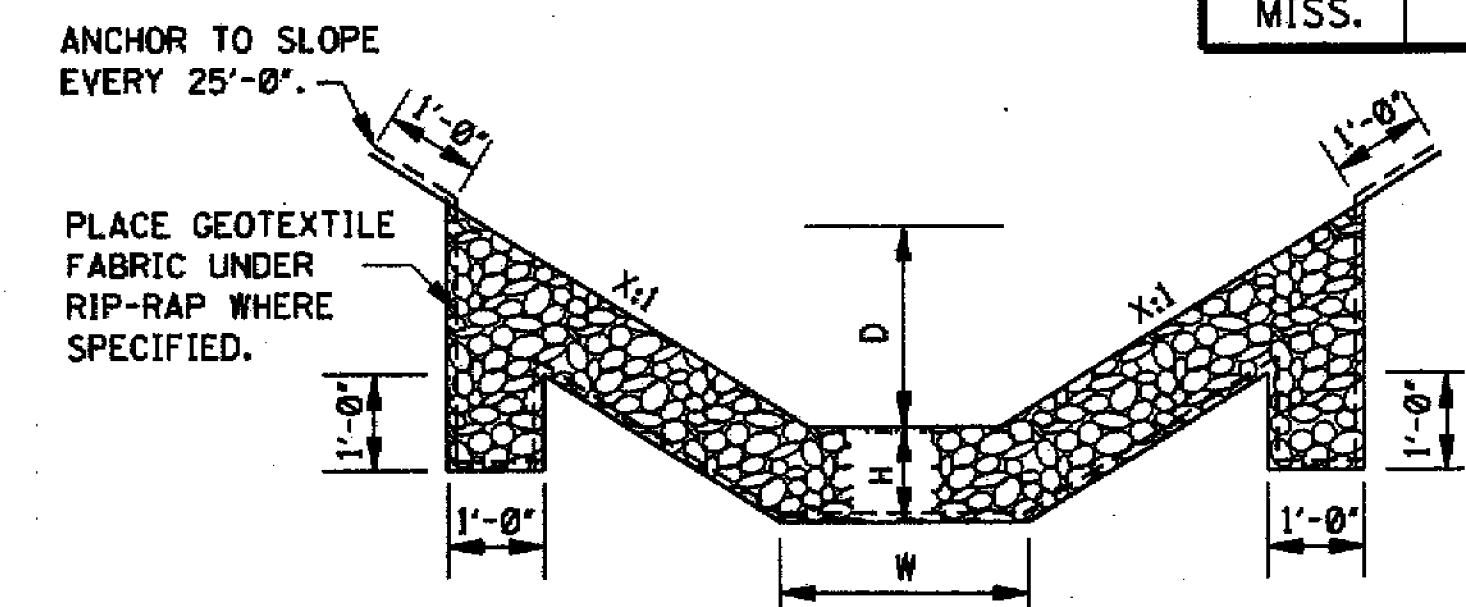
SECTION



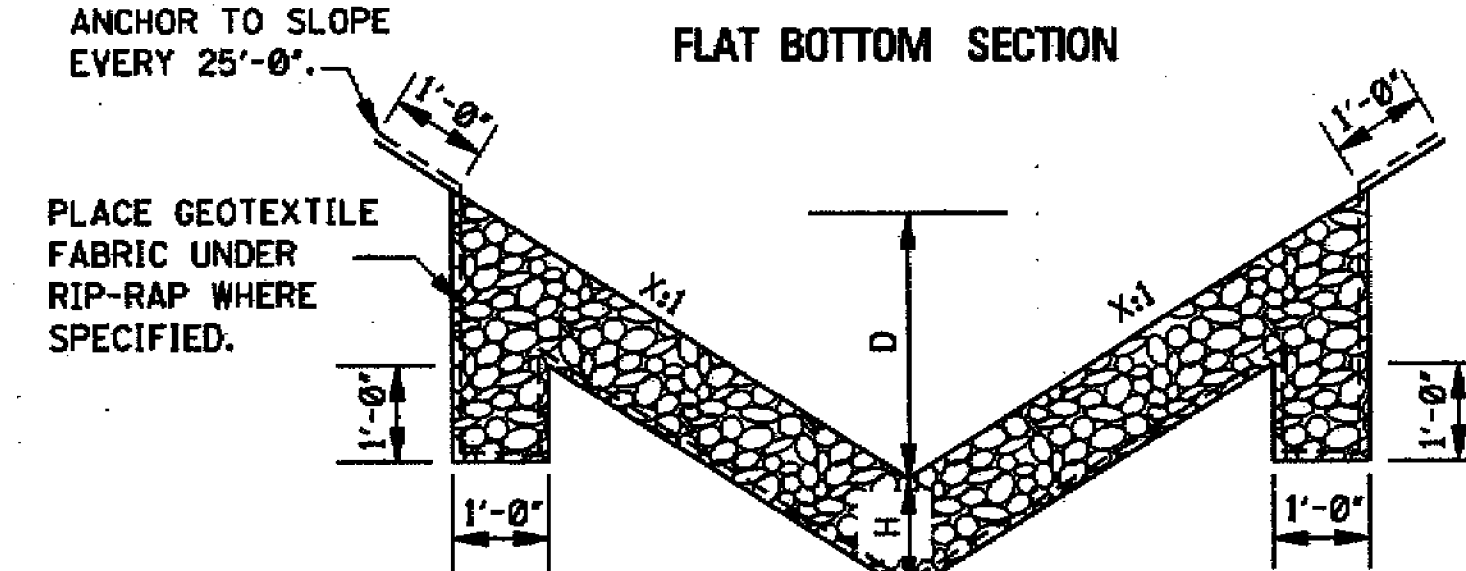
SLOT DETAIL

BITUMINOUS TREATED ROVING

NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.



FLAT BOTTOM SECTION

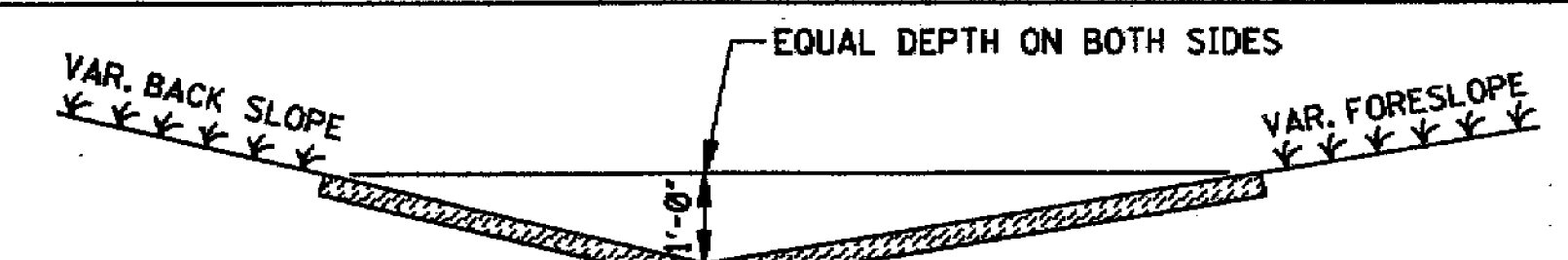


V TYPE SECTION
RIP-RAP TREATMENT

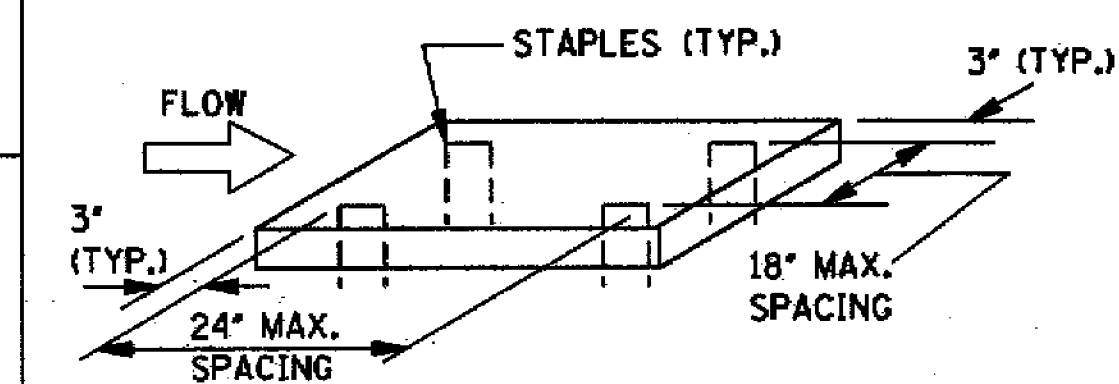
NOTES:

- DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
- THE RIP-RAP SIZE AND MINIMUM DEPTH "H" FOR RIP-RAP TREATMENT ARE AS FOLLOWS.

RIP-RAP SIZE & MINIMUM DEPTH "H"	
H	RIP-RAP SIZE
12"	100
18"	300



SOLID SOD TREATMENT



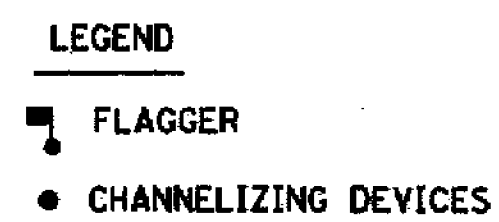
NOTE: SOLID SOD (STRIPS OR BLOCKS) ARE TO BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

- FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

	DITCH LINER
	BITUMINOUS TREATED ROVING
	SOLID SOD
	CONCRETE PAVED DITCH
	RIP-RAP

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
REVISION		DETAILS OF TYPICAL DITCH TREATMENTS	
DATE		ISSUE DATE: OCTOBER 1, 1998	 WORKING NUMBER DT-1 SHEET NUMBER 145



1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

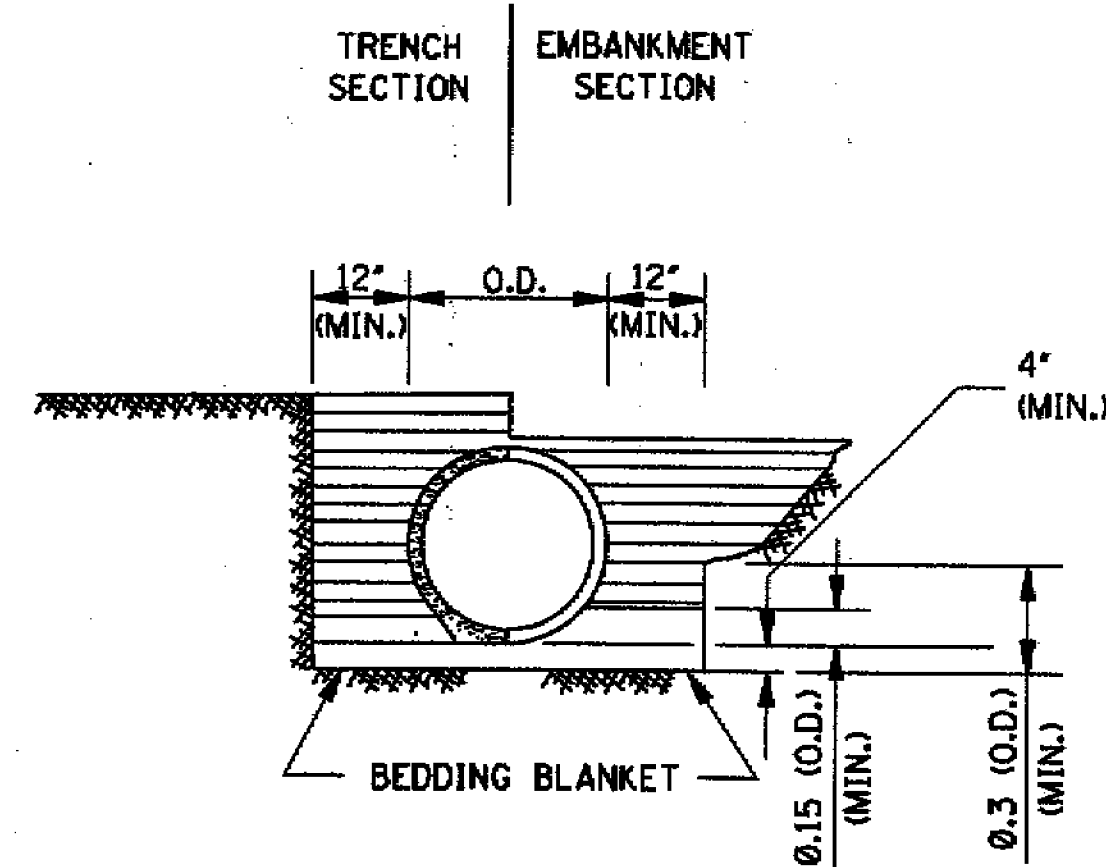
+ NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

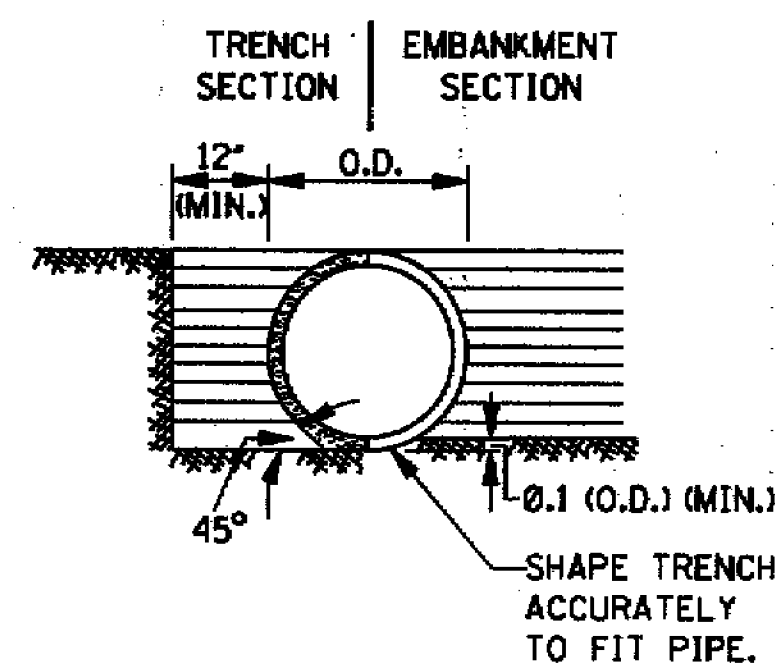
DRAWING No.: 1273-S002

CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 1/2" X 1/2" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL	3" X 1" OR 5" X 1" CORRUGATED STEEL / RIVETED, WELDED, HELICAL OR BOLTED	2 1/2" X 1/2" CORRUGATED ALUMINUM RIVETED OR HELICAL		
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

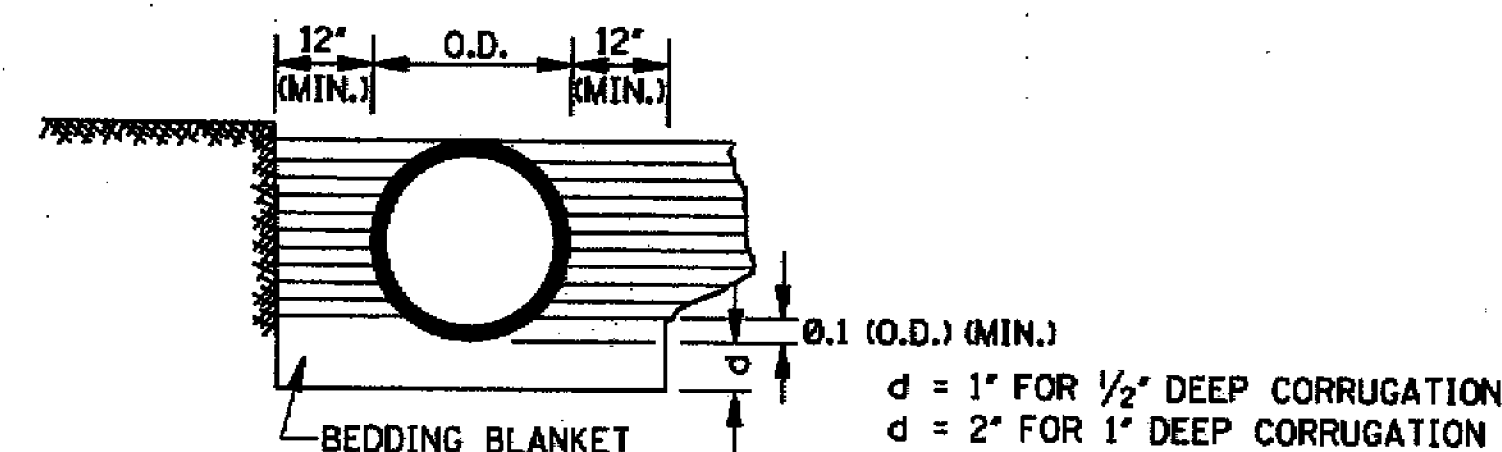
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36/M 36 & AASHTO M 196/M 196).



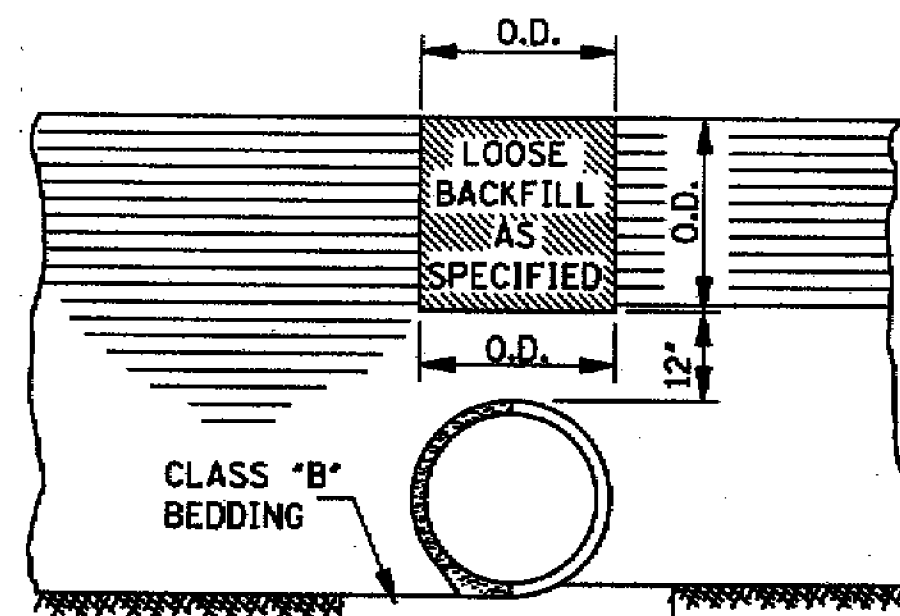
CLASS B



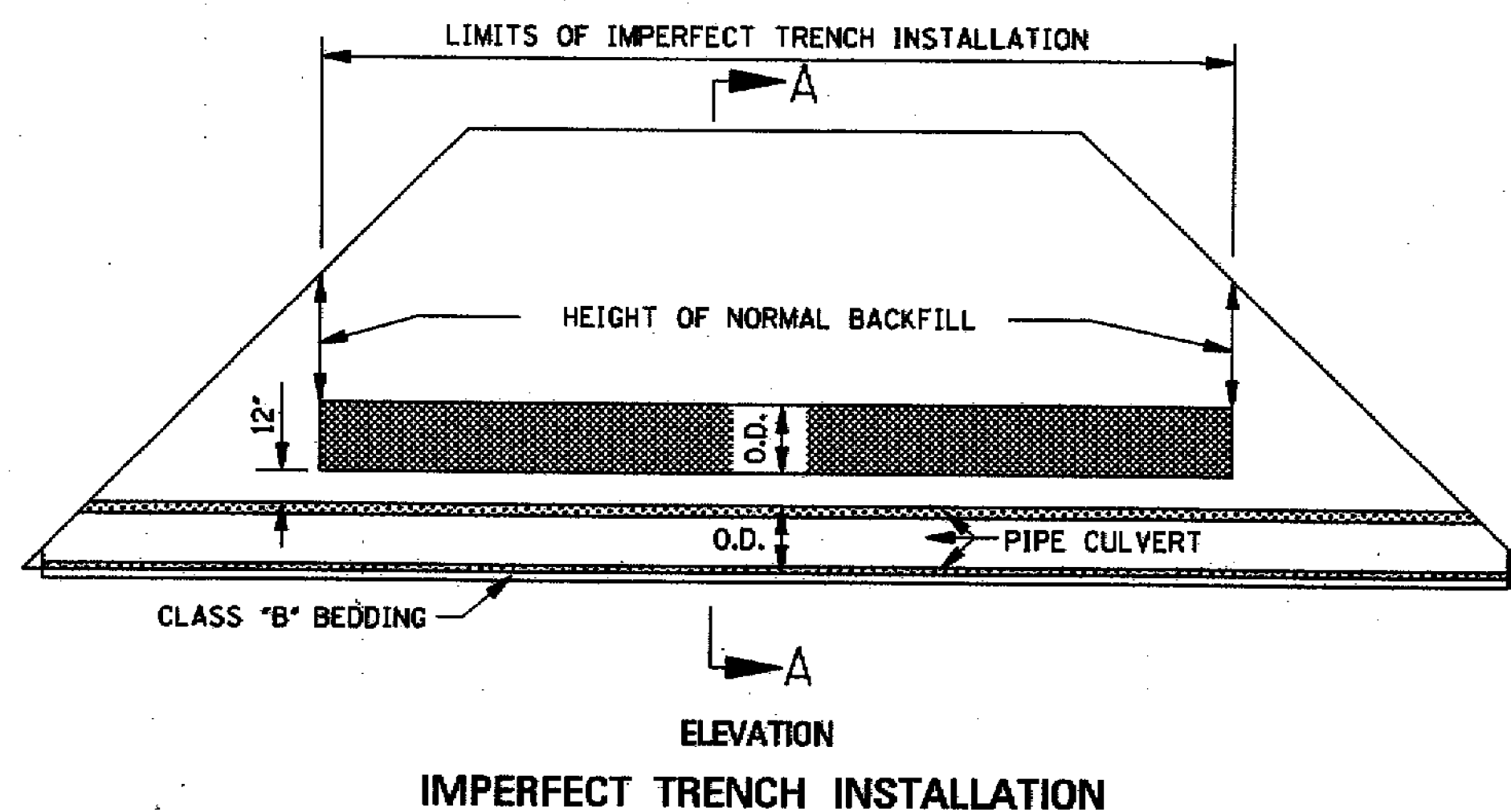
CLASS C



CLASS C MODIFIED



SECTION A-A



IMPERFECT TRENCH INSTALLATION

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE			
CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft)	CLASS 'B' BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	90'
V	IMPERFECT	-	115'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2
NONREINFORCED CONCRETE PIPE,
PERFORATED AND/OR PLAIN,
FOR UNDERDRAINS

PIPE SIZE (in)	MAXIMUM COVER (ft)			
	BEDDING CLASS 'C' / CLASS 'B'			POSITIVE p = 0.7; R _{sd} = 0.7
	TRENCH B _d (in)	SAND & GRAVEL	DAMP CLAY	
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16' / *	19'/24'
10"	2.50'	*	12' / 20'	16'/19'
12"	2.75'	*	12' / 18'	14'/17'

- NOTES:
1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
 2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
 3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
 4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
 5. PERFORATED PIPE SHALL BE TYPE 1.

GENERAL NOTES:

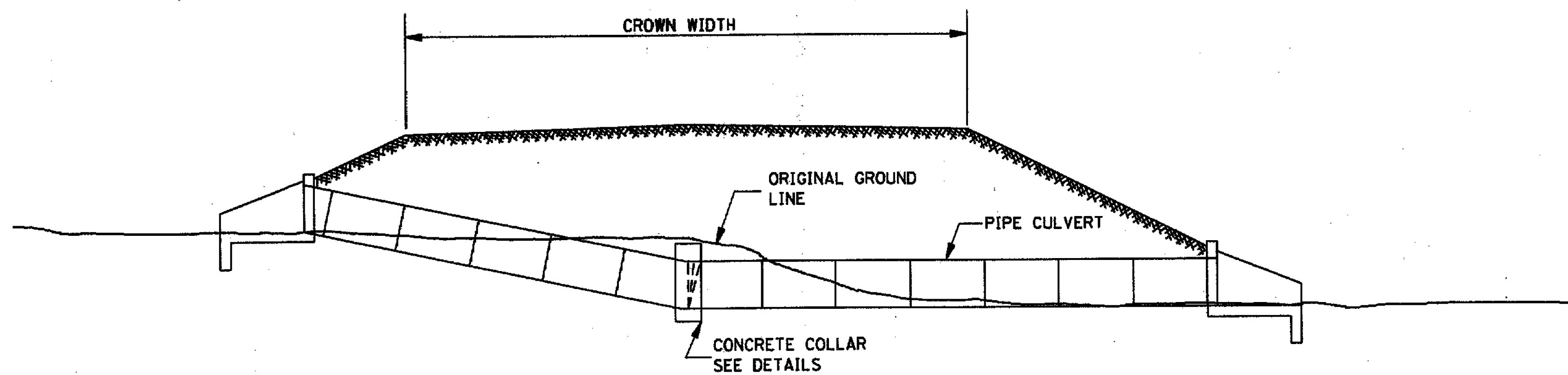
1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTORS EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.

CORRUGATED METAL PIPE ARCHES H-20 LOADING							
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM CORNER RADIUS (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft ² (in)	STEEL		ALUMINUM	
				MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)	MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft ²)
				2 1/2" X 1/2" CORRUGATION RIVETED, WELDED OR HELICAL	2 tons/ft ² 3 tons/ft ²	2 1/2" X 1/2" CORRUGATION RIVETED OR HELICAL	2 tons/ft ² 3 tons/ft ²
15"	17" X 13"	3"	18"	0.064"	13'	0.060"	15'+
18"	21" X 15"	3"	18"	0.064"	12'	0.060"	14'
24"	28" X 20"	3"	18"	0.064"	10'	0.060"	10'
30"	35" X 24"	3"	18"	0.079"	9'	0.060"	15'+
36"	42" X 29"	3 1/2"	18"	0.079"	9'	0.075"	14'
42"	49" X 33"	4"	18"	0.079"	8'	0.075"	13'
48"	57" X 38"	5"	18"	0.109"	8'	0.105"	12'
54"	64" X 43"	6"	18"	0.109"	8'	0.135"	8'
60"	71" X 47"	7"	18"	0.138"	8'	0.135"	12'
66"	77" X 52"	8"	18"	0.168"	8'	0.164"	8'
72"	83" X 57"	9"	18"	0.168"	9'		12'
				5" X 1" OR 3" X 1" CORRUGATION RIVETED, WELDED OR HELICAL			
36"	40" X 31"	5"	18"	0.079"	12'		15'+
42"	46" X 36"	6"	18"	0.079"	12'		15'+
48"	53" X 41"	7"	18"	0.079"	12'		15'+
54"	60" X 46"	8"	18"	0.079"	12'		15'+
60"	66" X 51"	9"	18"	0.079"	12'		15'+
66"	73" X 55"	12"	18"	0.079"	15'+		-
72"	81" X 59"	14"	18"	0.079"	15'		-
78"	87" X 63"	14"	18"	0.079"	14'		15'+
84"	95" X 67"	16"	18"	0.109"	13'		15'+
90"	103" X 71"	16"	24"	0.109"	12'		15'+
96"	112" X 75"	18"	24"	0.109"	11'		15'+

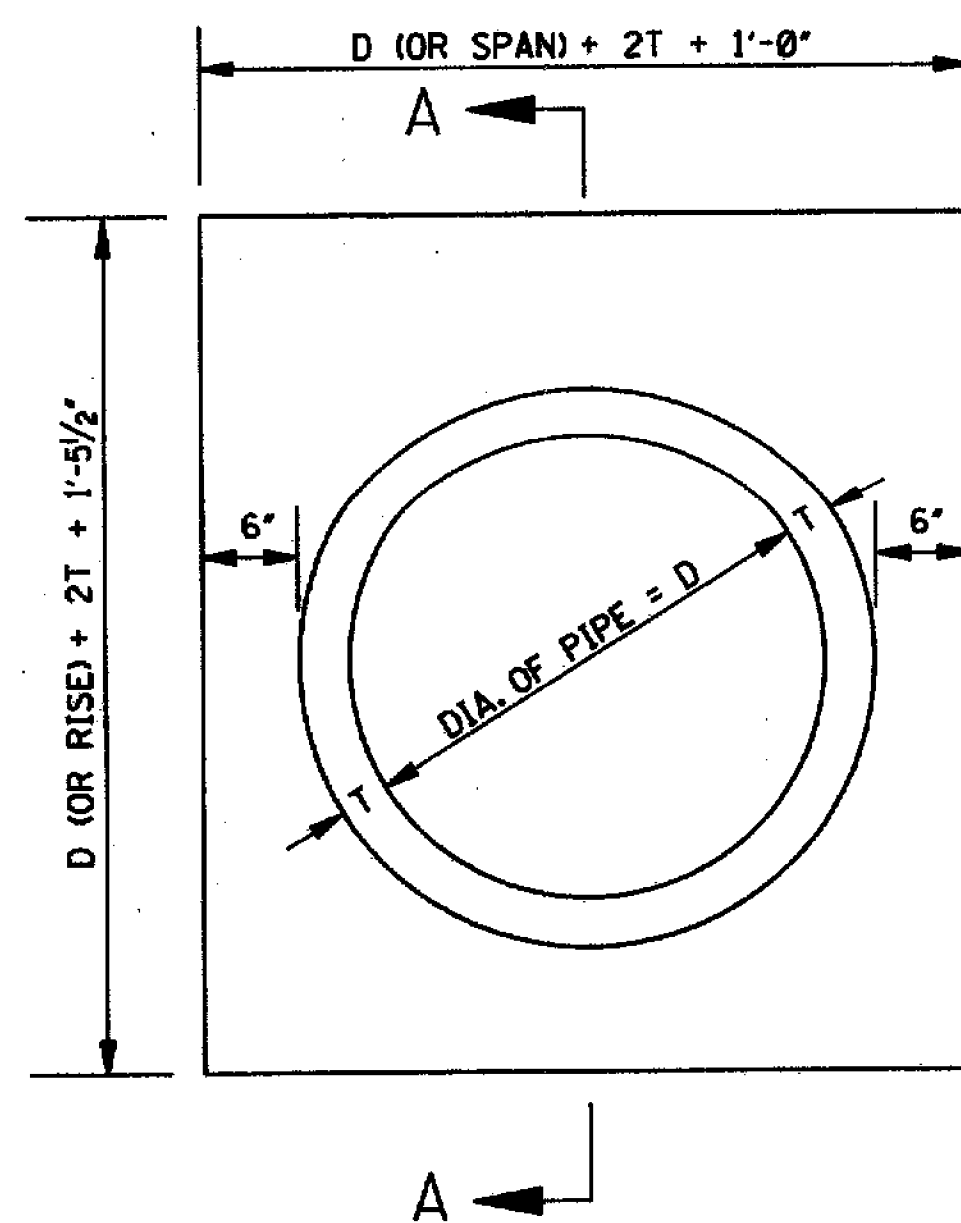
NOTES:

1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36/M 36 & AASHTO M 196/M 196).
2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
REVISION	ROADWAY DESIGN DIVISION
DATE	STANDARD PLAN
	PIPE CULVERT INSTALLATION
	WORKING NUMBER PI-1
	SHEET NUMBER 300
	ISSUE DATE: OCTOBER 1, 1998

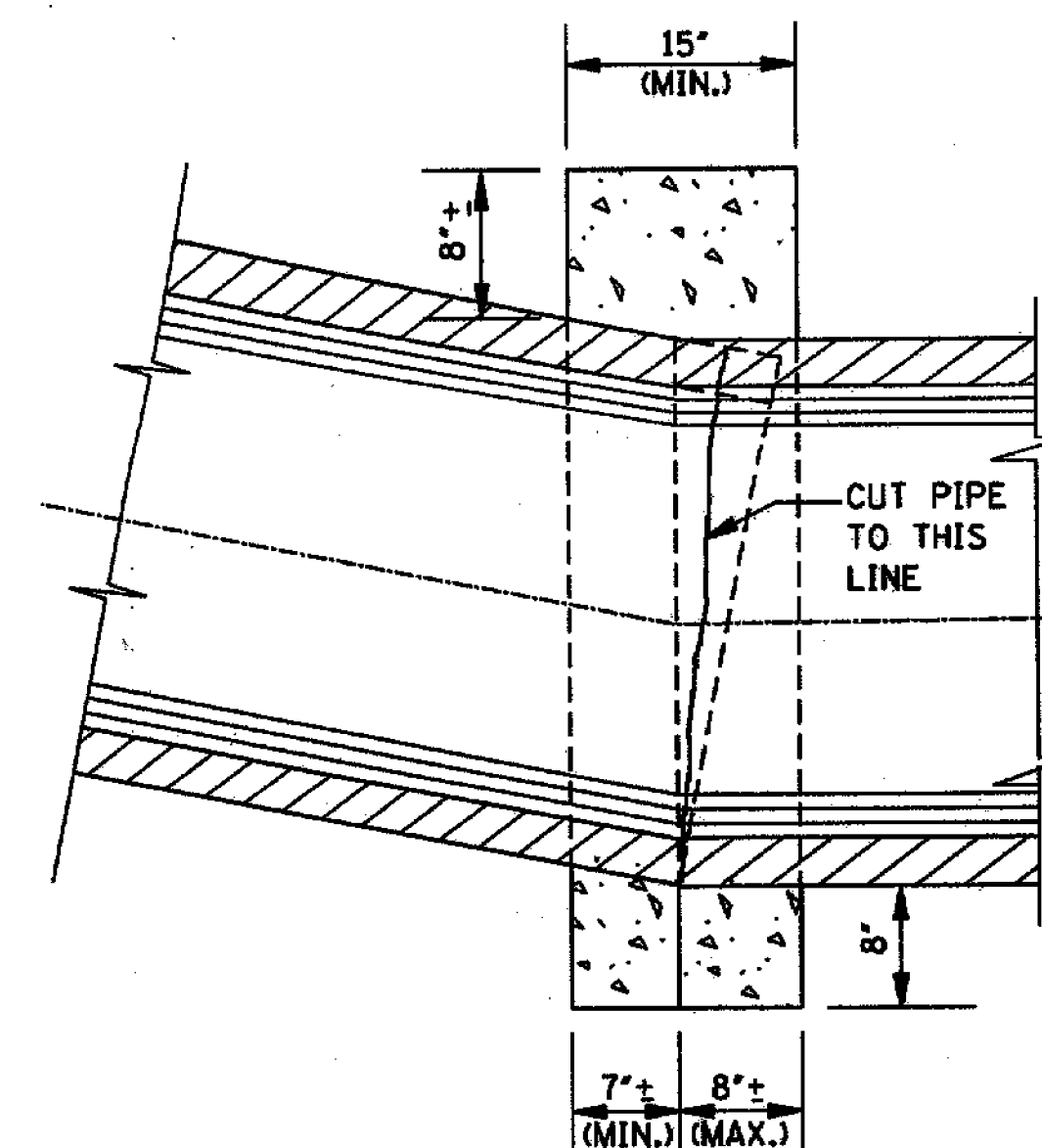


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTE:

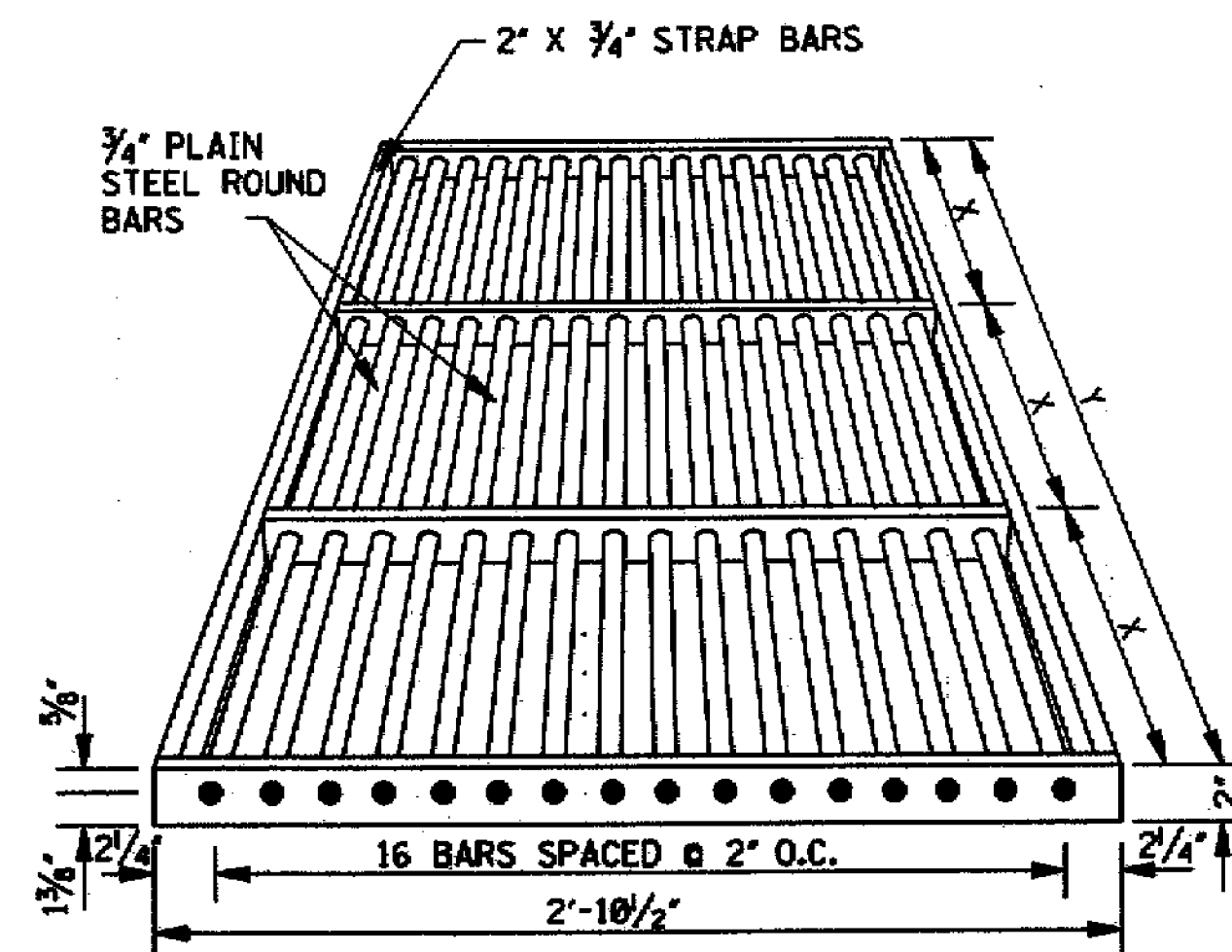
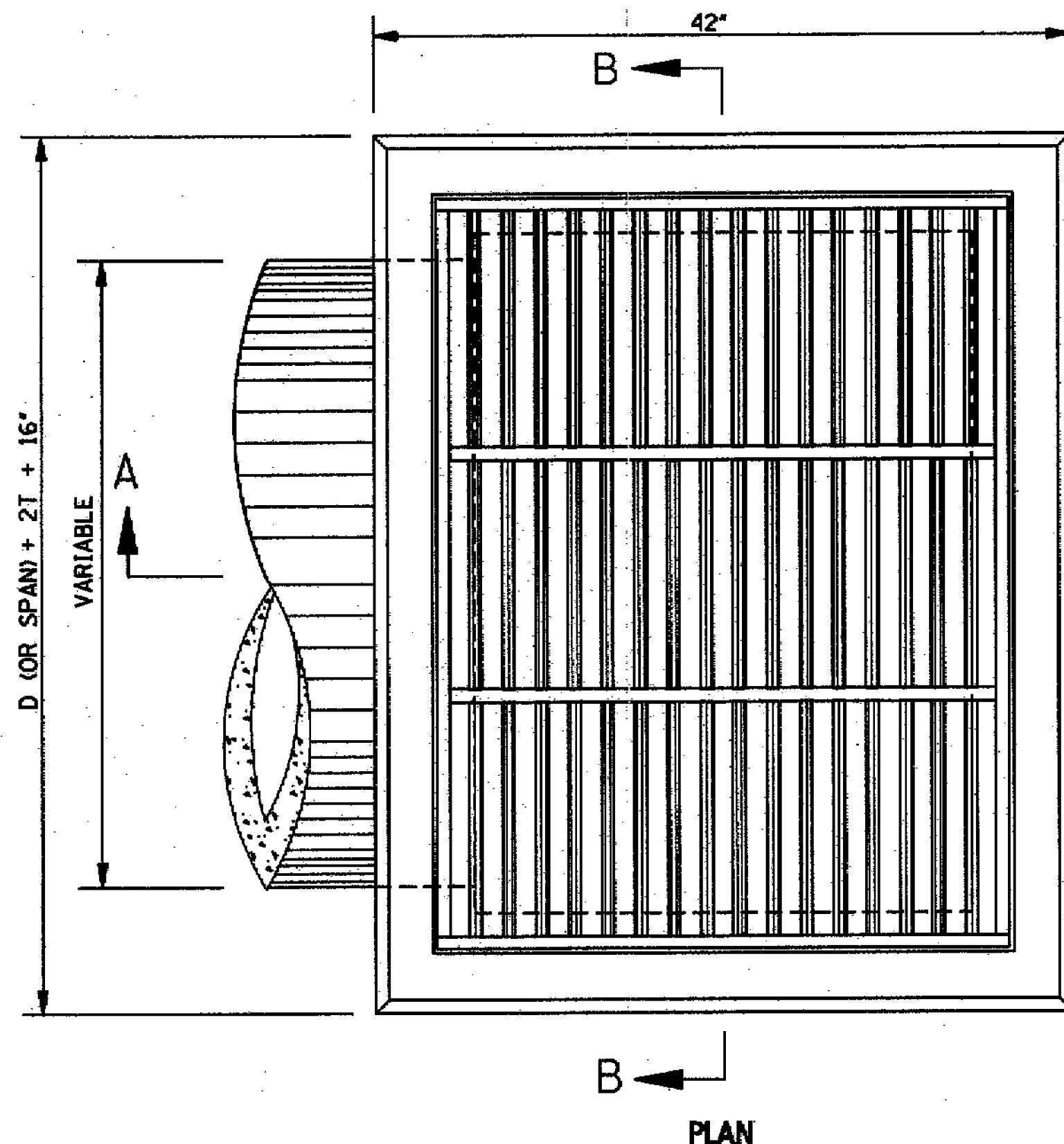
1. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd ³)	SIZE OF PIPE	CLASS "B" CONCRETE (yd ³)
12"	0.240	18 x 11	0.280
15"	0.260	22 x 13	0.310
18"	0.320	29 x 18	0.410
24"	0.410	36 x 23	0.490
30"	0.510	44 x 27	0.600
36"	0.620	51 x 31	0.690
42"	0.730	58 x 36	0.820
48"	0.850	65 x 40	0.920
54"	0.980	73 x 45	1.070
60"	1.110	88 x 54	1.366
72"	1.393		

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	CONCRETE PIPE COLLAR
DATE	ISSUE DATE: OCTOBER 1, 1998
	WORKING NUMBER PC-1
	SHEET NUMBER 301

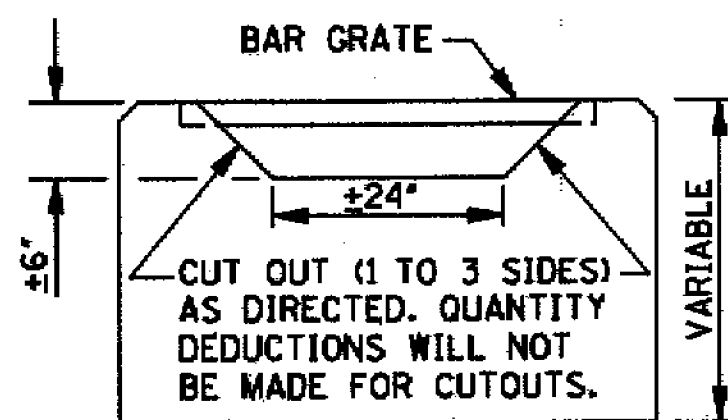
"A", #4 BARS	AS PER TABLE
"B", #4 BARS	D (OR SPAN) + 2T + 9"
"C", #4 BARS	34"
"D", #4 BARS	D (OR RISE) + T + 4"

BARS "A", "B", "C" & "D"

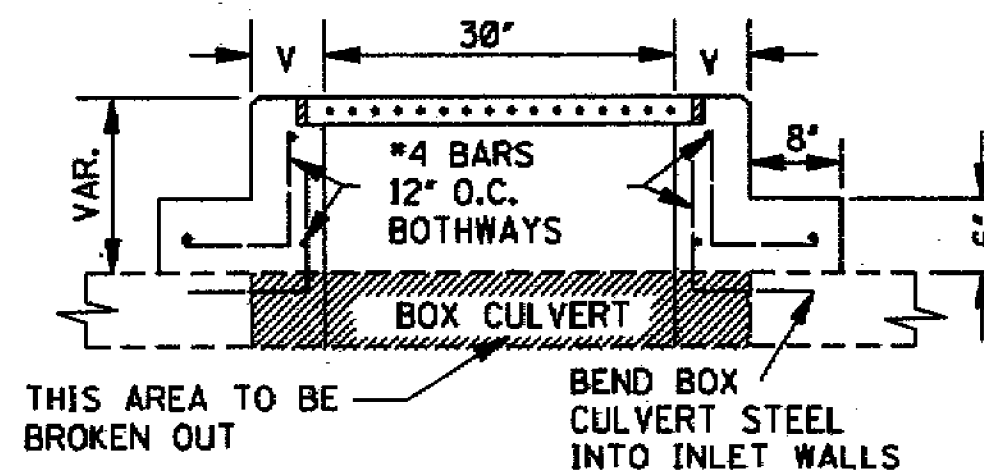


BAR GRATE DETAILS

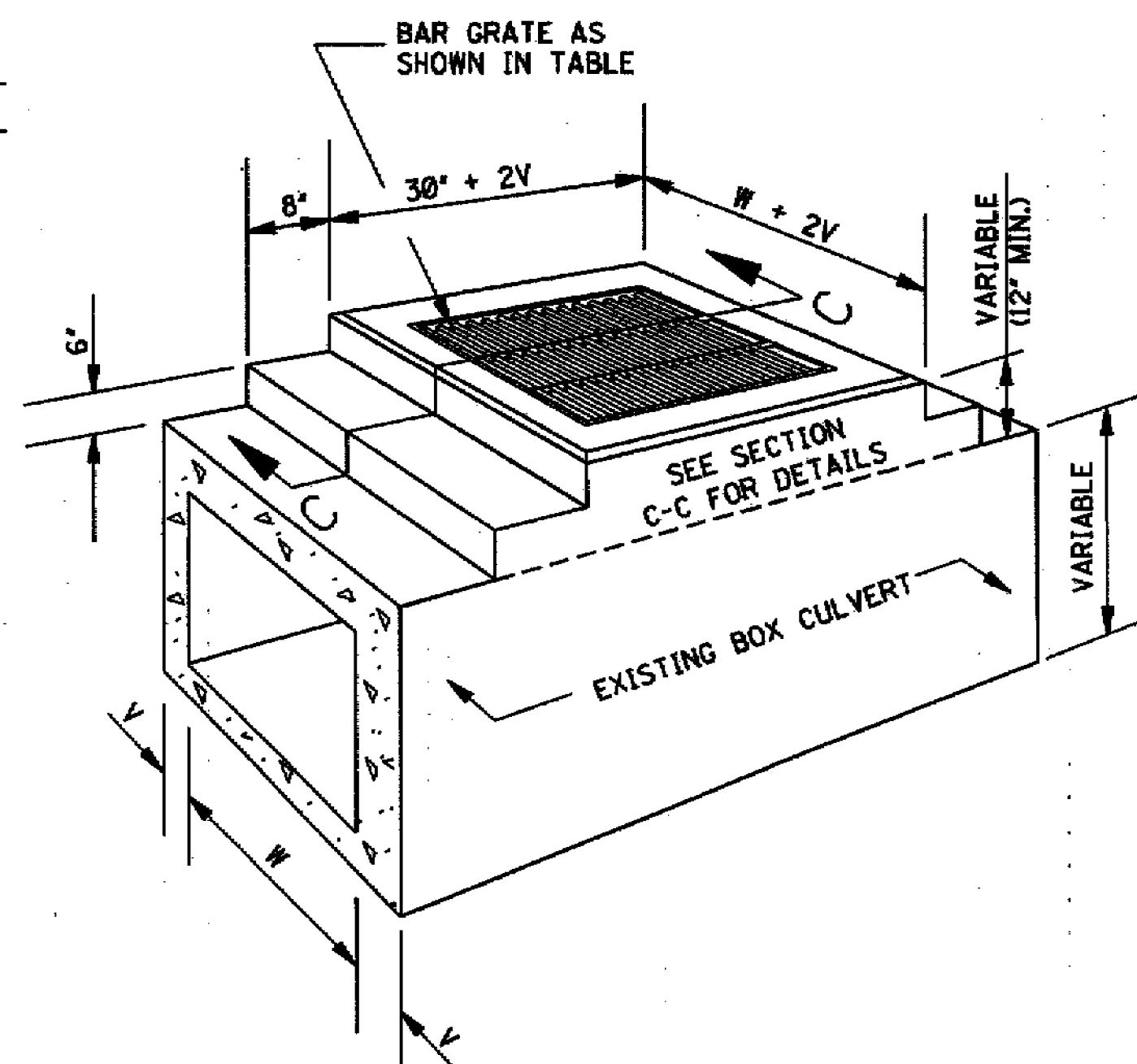
NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED COAL TAR PITCH VARNISH.



ELEVATION
MODIFIED PIPE OR
BOX CULVERT INLET

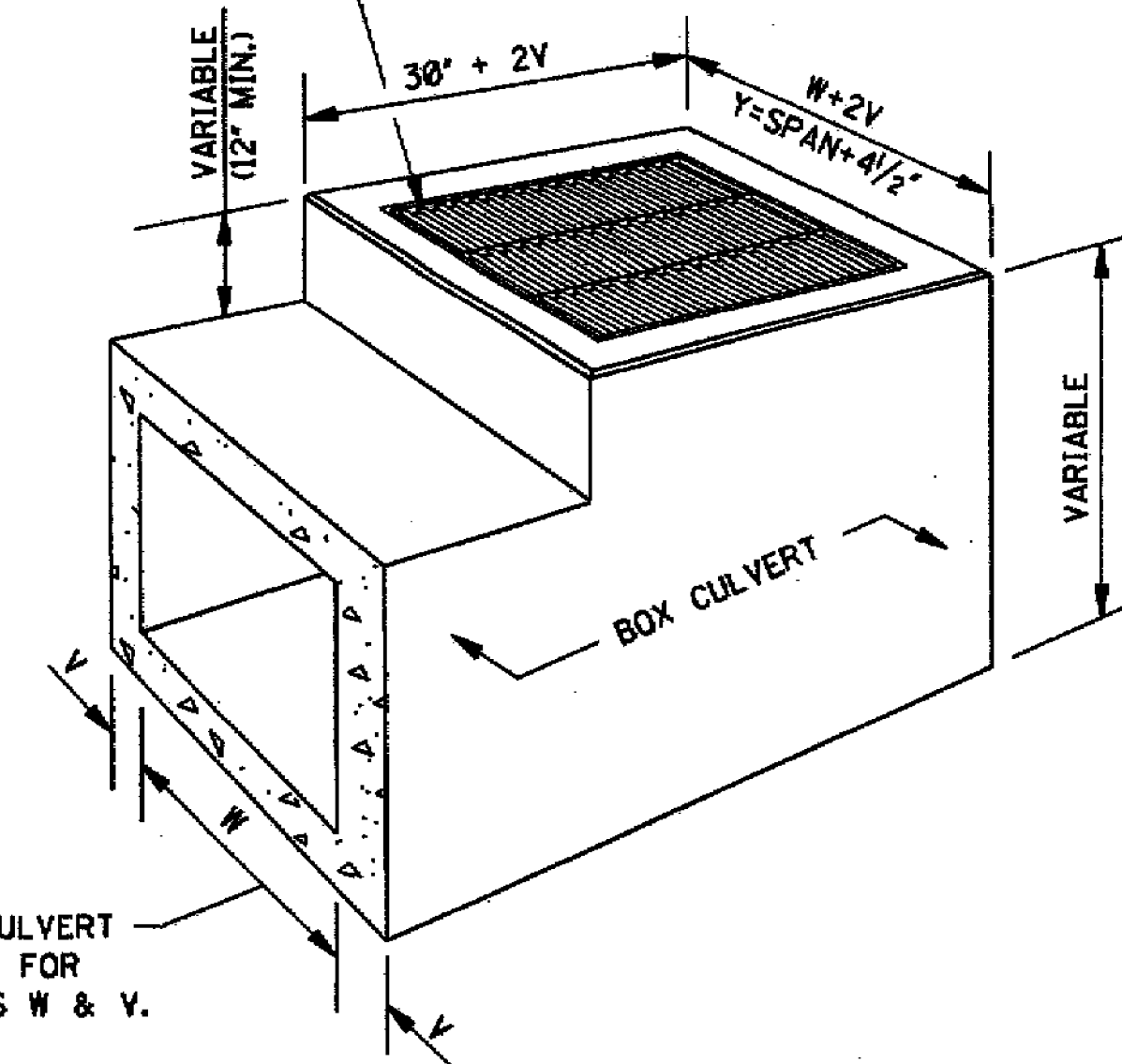


SECTION C-C



SECTIONAL PERSPECTIVE
INLET ON EXISTING BOX CULVERT

BAR GRATE AS
SHOWN IN TABLE



SECTIONAL PERSPECTIVE
INLET USED IN LIEU OF HEADWALLS

LENGTH AND WEIGHT OF GRATING									
PIPE INLETS					BOX CULVERT INLETS				
PIPE SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)	BOX CULVERT SIZE	Y	X	NO. X-SPANS	WEIGHT (lbs)
18"	2'-7 1/2"	1'-3 3/4"	2	127	2' X 2'	2'-4 1/2"	1'-2 1/4"	2	119
22" X 13"	2'-11 1/2"	1'-5 3/4"	2	139	3' X 2'	3'-4 1/2"	1'-1 1/2"	3	166
24"	3'-2 1/2"	1'-7 1/4"	2	147	4' X 2'	4'-4 1/2"	1'-5 1/2"	3	200
29" X 18"	3'-7"	1'-2 1/2"	3	173	5' X 2'	5'-4 1/2"	1'-4 1/8"	4	247
30"	3'-9 1/2"	1'-3 3/4"	3	180	6' X 2'	6'-4 1/2"	1'-3 3/4"	5	293
36"	4'-4 1/2"	1'-5 1/2"	3	200	7' X 2'	7'-4 1/2"	1'-5 1/2"	5	328
42"	4'-11 1/2"	1'-2 1/8"	4	232	8' X 2'	8'-4 1/2"	1'-4 1/4"	6	374
48"	5'-6 1/2"	1'-4 1/8"	4	252	3' X 3'	3'-4 1/2"	1'-1 1/2"	3	166
54"	6'-1 1/2"	1'-6 1/8"	4	272	4' X 3'	4'-4 1/2"	1'-5 1/2"	3	200
60"	6'-8 1/2"	1'-4 1/2"	5	305	5' X 3'	5'-4 1/2"	1'-4 1/8"	4	247
					6' X 3'	6'-4 1/2"	1'-3 3/4"	5	293

QUANTITIES															
PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		EACH ADDED FOOT		PIPE OPENING DEDUCTION (yd ³)	T	BARS/SIZES							
		CONC * (yd ³)	STEEL (lbs)	CONC (yd ³)	STEEL (lbs)			"A" #4		"B" #4		"C" #4		"D" #4	
								NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.	NO. @ LGTH.		
18"	2.209'	0.623	42	0.213	13	0.053	2 1/2"	2 @ 21'	8 @ 32'	7 @ 34'	9 @ 24 1/2'				
22" X 13"	1.833'	0.586	42	0.225	14	0.053	2 1/2"	2 @ 25'	8 @ 36'	7 @ 34'	9 @ 28'				
24"	2.750'	0.800	55	0.235	14	0.091	3"	2 @ 25'	9 @ 39'	9 @ 34'	9 @ 31'				
29" X 18"	2.250'	0.742	57	0.248	16	0.087	3"	2 @ 30'	9 @ 43 1/2'	9 @ 34'	11 @ 25'				
30"	3.292'	0.992	70	0.256	16	0.138	3 1/2"	2 @ 30'	9 @ 46'	11 @ 34'	11 @ 37 1/2'				
36"	3.834'	1.198	85	0.278	17	0.196	4"	2 @ 33'	10 @ 53'	13 @ 34'	11 @ 44'				
42"	4.375'	1.418	93	0.299	18	0.263	4 1/2"	2 @ 36'	10 @ 60'	13 @ 34'	11 @ 50 1/2'				
48"	4.917'	1.653	109	0.321	19	0.340	5"	2 @ 39'	11 @ 67'	15 @ 34'	11 @ 57'				
54"	5.458'	1.902	136	0.343	21	0.427	5 1/2"	2 @ 42'	12 @ 74'	19 @ 34'	13 @ 63 1/2'				
60"	6.000'	2.165	146	0.364	21	0.524	6"	2 @ 47'	12 @ 81'	19 @ 34'	13 @ 70'				

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.

GENERAL NOTES:

- THE MDOT STANDARD SPECIFICATIONS SHALL APPLY TO ITEMS UNLESS OTHERWISE SPECIFIED.
- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
- BOX CULVERTS:
 - UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
 - BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES ARE TO BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**DROP INLET AND GRATE
DETAILS FOR PIPE
AND BOX CULVERTS**



WORKING NUMBER
B-9

SHEET NUMBER
325

ISSUE DATE: OCTOBER 1, 1998

BELL AND SPIGOT END OPTION TYPE I

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

FLARED END SECTION FOR CONCRETE ARCH PIPE									
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L
18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"
24"	18"	28 1/2"	3"	3:1	8"	3'-3"	2'-9"	4'-0"	6'-0"
30"	22 1/2"	36 1/4"	3 1/2"	3:1	10"	4'-0"	2'-0"	5'-0"	6'-0"
36"	26 3/8"	43 3/4"	4"	3:1	10 3/8"	5'-0"	3'-0"	6'-0"	8'-0"
42"	31 1/8"	51 1/8"	4 1/2"	3:1	1'-3 3/8"	5'-0"	3'-0"	6'-6"	8'-0"
48"	36"	58 1/2"	5"	3:1	1'-9"	5'-0"	3'-0"	7'-0"	8'-0"
54"	40"	65"	5 1/2"	3:1	2'-1 1/2"	5'-0"	3'-0"	7'-6"	8'-0"
60"	45"	73"	6"	3:1	2'-2"	6'-3"	1'-9"	8'-0"	8'-0"
72"	54"	88"	7"	3:1	2'-11"	6'-6"	1'-10"	10'-0"	8'-4"

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.207

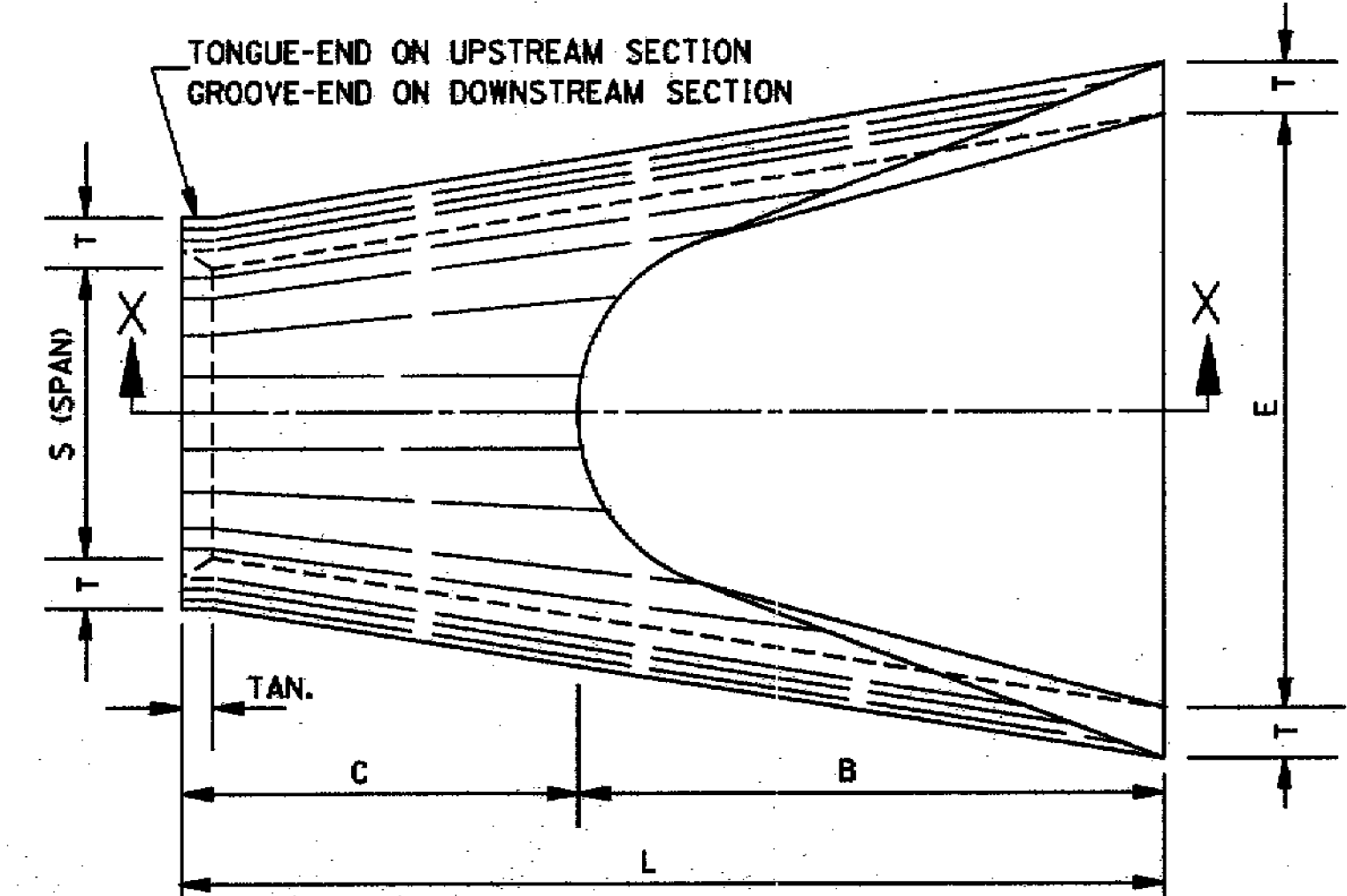
BELL AND SPIGOT END OPTION TYPE II

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

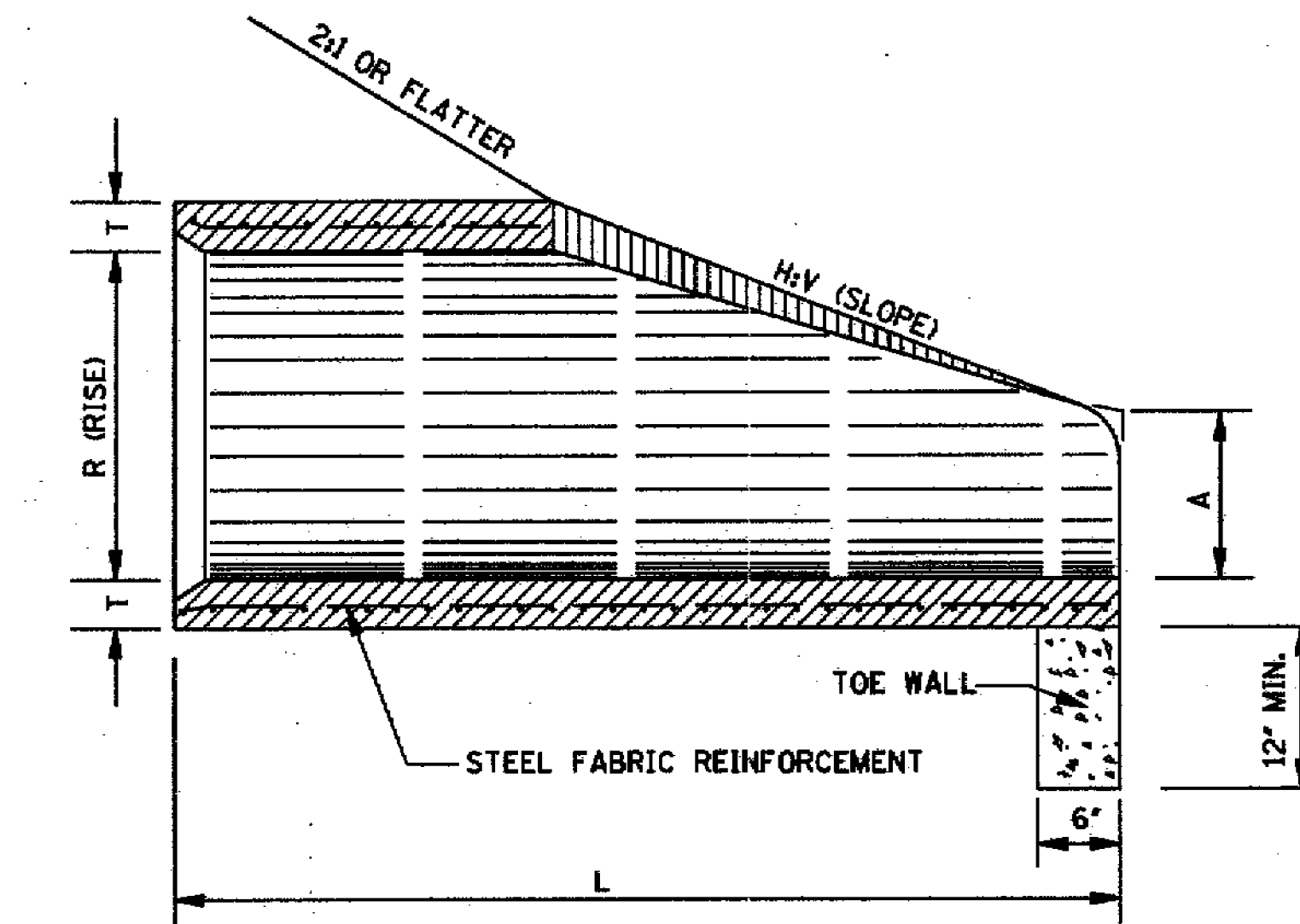
FLARED END SECTION FOR CONC. ARCH PIPE-SHORT FLARE										
EQUIV. SIZE	R	S	T	H:V	A	B	C	E	L	GROOVE TONGUE
18"	13 1/2"	22"	2 1/2"	3:1	7"	2'-3"	3'-9"	3'-0"	6'-0"	2 1/4"
24"	18"	28 1/2"	3"	3.12:1	9"	3'-3"	2'-9 1/2"	4'-0"	6'-0 1/2"	3"
30"	22 1/2"	36 1/4"	4"	2.94:1	9 1/2"	4'-2"	3'-10 1/2"	5'-0"	8'-0 1/2"	3 1/2"
36"	26 3/8"	43 3/4"	4 1/2"	3.08:1	11 3/8"	5'-0"	3'-0 1/2"	6'-0"	8'-0 1/2"	4"
42"	31 1/8"	51 1/8"	5"	3.08:1	1'-4 3/8"	5'-0"	3'-0 1/2"	6'-6"	8'-0 1/2"	4"
48"	36"	58 1/2"	5 1/2"	3.16:1	1'-10"	5'-0"	3'-0 1/2"	7'-0"	8'-0 1/2"	5"
54"	40"	65"	6"	3.24:1	2'-3"	5'-0"	3'-0 3/8"	7'-6"	8'-0 3/8"	5"
60"	45"	73"	6 1/2"	3.33:1	2'-9"	5'-0"	3'-0 3/8"	8'-0"	8'-0 3/8"	5"

TOE WALL CONC. QUANTITY (yd ³)
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167

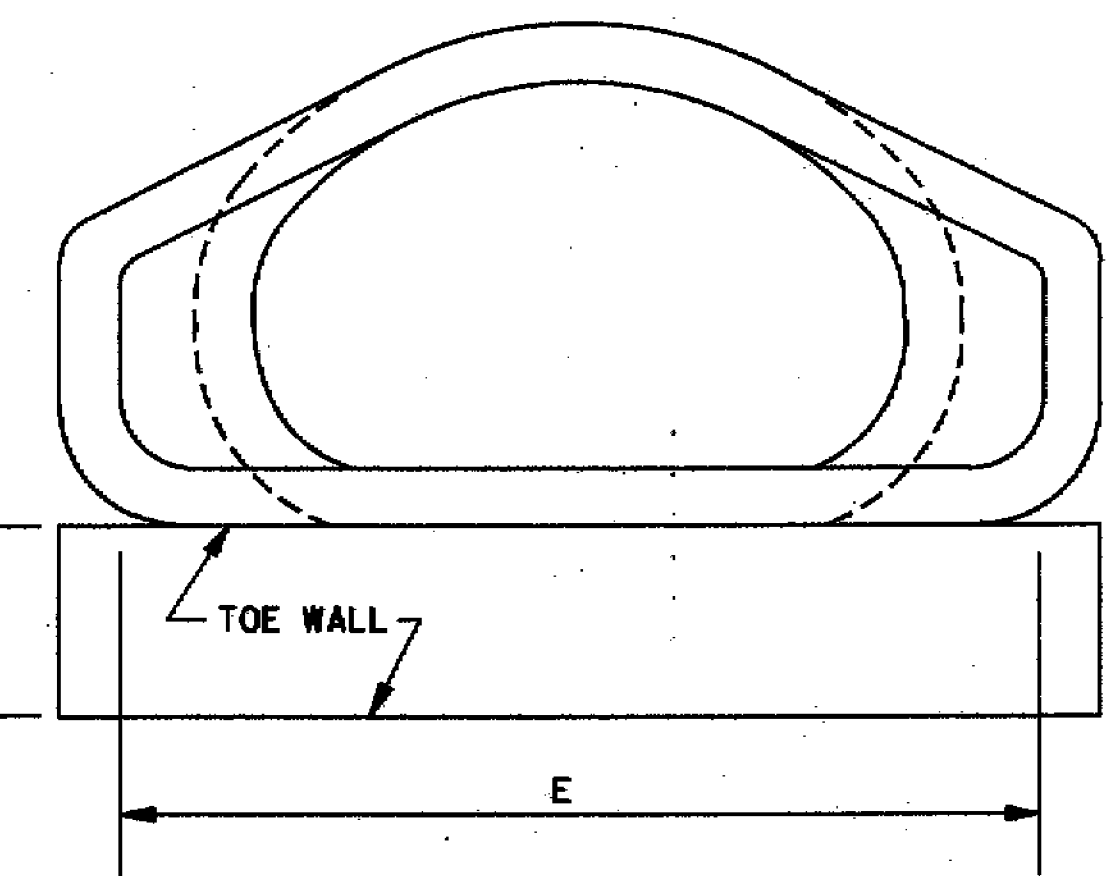
NOTES: *1. EQUIVALENT 18" FLARED END SECTION SIMILAR TO TYPE I.
2. DIMENSIONS A, B, C, E AND L MAY VARY 1"±.



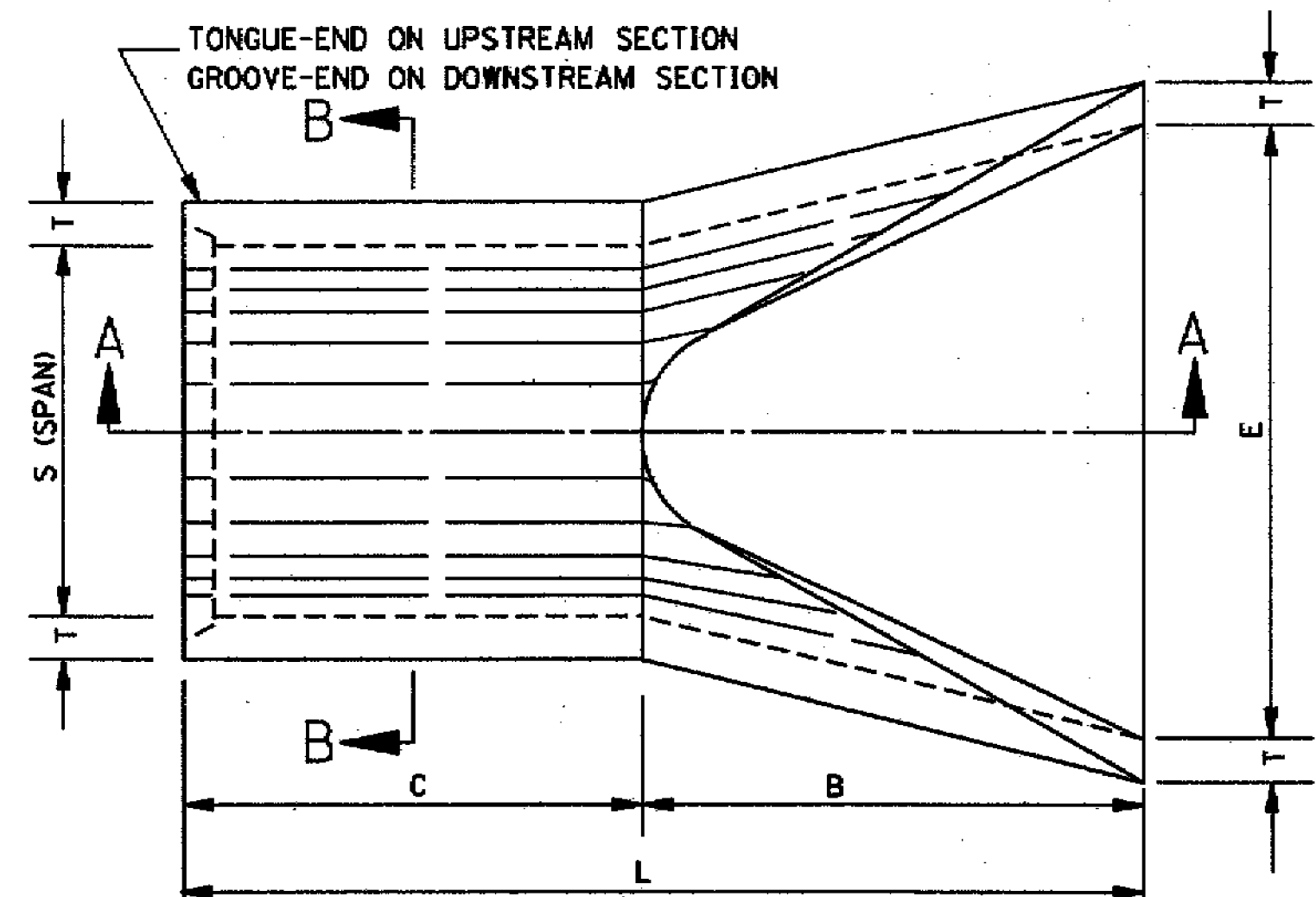
PLAN OF DOWNSTREAM END



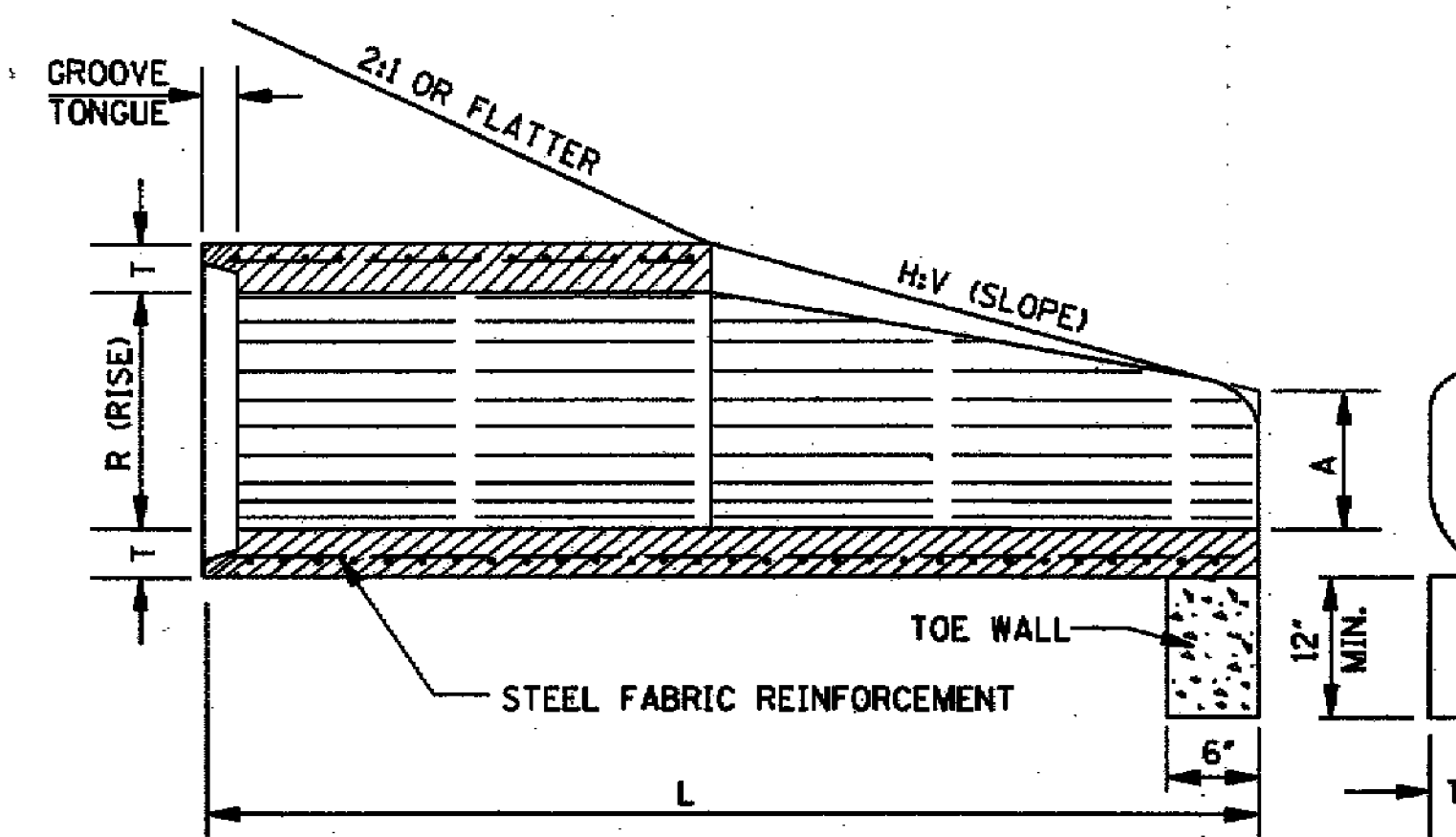
SECTION X-X



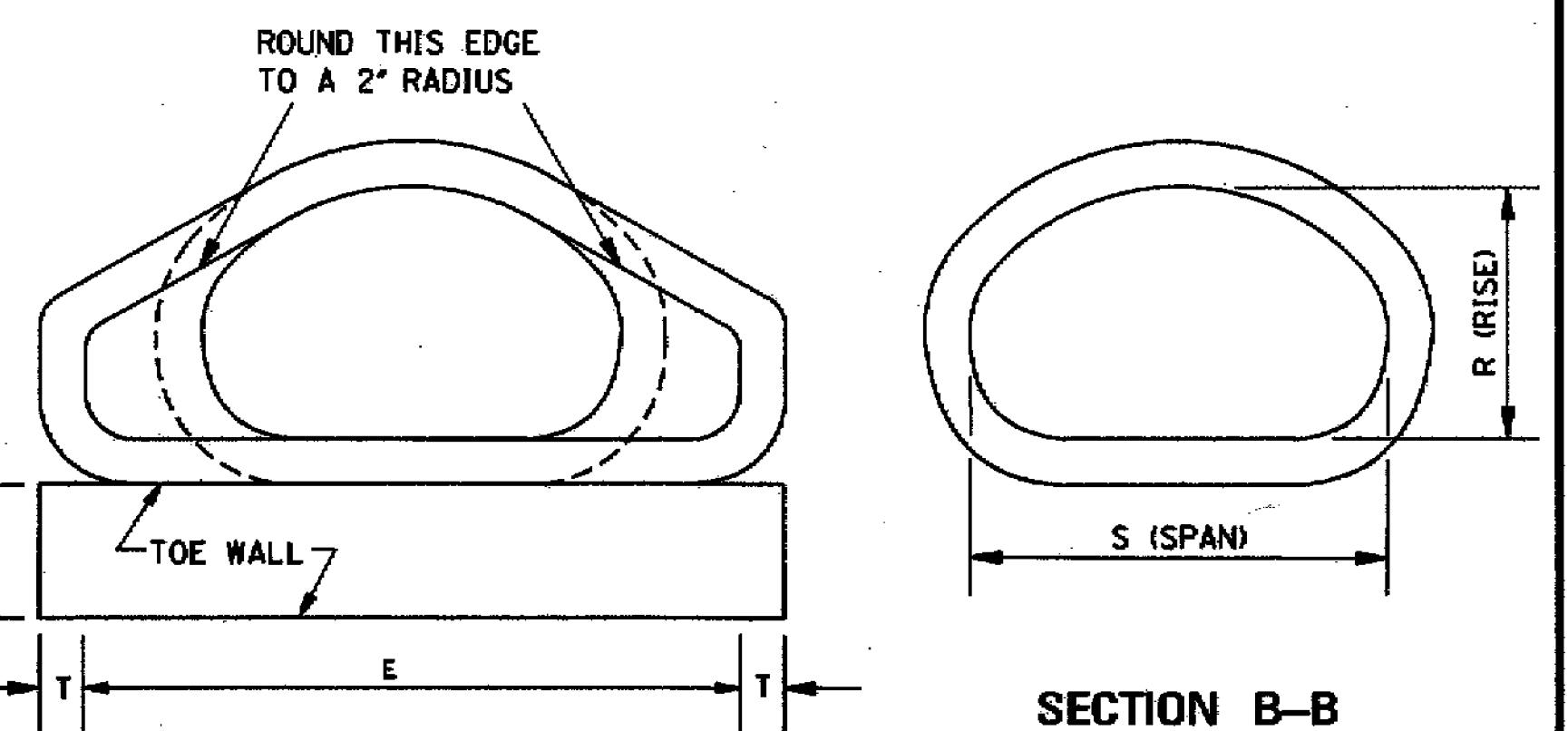
FRONT ELEVATION



PLAN OF DOWNSTREAM END



SECTION A-A



FRONT ELEVATION

SECTION B-B

GENERAL NOTES:

1. FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
2. UNLESS OTHERWISE DESIGNATED, EITHER TYPE I OR TYPE II MAY BE USED, PROVIDED THE SELECTED TYPE IS COMPATIBLE WITH THE CONFIGURATION OF THE PIPE TO WHICH IT IS TO BE ATTACHED.
3. ALL SIZES OF TYPE I AND TYPE II FLARED END SECTIONS FOR CONCRETE ARCH PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

4. REINFORCEMENT (SINGLE LINE) FOR FLARED END SECTION SHALL CONFORM TO REQUIREMENTS OF AASHTO M 206 FOR CLASS II ARCH PIPE.
5. TOE WALL REQUIRED ON ALL DOWNSTREAM FLARED END SECTIONS. TOE WALL AT UPSTREAM END WILL BE CONSTRUCTED WHERE DIRECTED BY THE ENGINEER, TO BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE-MINOR STRUCTURES.
6. FLARED END SECTIONS MUST MEET THE REQUIREMENTS FOR ARCH PIPE OF EITHER AASHTO M 206 OR ASTM C 506.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**FLARED END SECTION
FOR CONCRETE ARCH PIPE**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ENGLISH
WORKING NUMBER
FE-1A
SHEET NUMBER
329

ISSUE DATE: OCTOBER 1, 1998

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on August 23, 2012** in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI**

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashiers check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

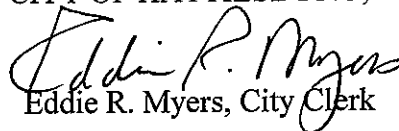
**COMPREHENSIVE SEWER IMPROVEMENTS
PHASE II
HATTIESBURG, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 17th day of July A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY:


Eddie R. Myers, City Clerk

Publish on 7/20/12 & 7/27/12
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0924

File ID: 2012-0924

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 07/05/2012

Brief Title: Privilege License Report for June 2012

Final Action:

Minute Book Number: MB 2012-1/250

Title:

Acknowledge receipt of Privilege License Report for month of June, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: PL rep June 2012

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Marilyn Schwamdt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	07/17/2012					

Text of Legislative File 2012-0924

Title

Acknowledge receipt of Privilege License Report for month of June, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

July 5, 2012

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of June. The breakdown for this month's collection is as follows:

New Licenses	\$ 827.26
Renewed Licenses	\$ 6,377.50
Penalties	\$ 389.09

The grand total collected for June was **\$7,593.85.**

Respectfully,

Marilyn Schwandt
Deputy City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121071	20.00		DEEP SOUTH MMA 500 CAMPBELL LOOP, STE 40 HATTIESBURG, MS 39401
0121072	20.00		KENNETH R. WEST, INC. 110 S. 10TH AVE. PETAL, MS 39465
0121083	20.00		EXCLUSIVE LOOKS BEAUTY SALON LLC 1425 N MAIN ST HATTIESBURG, MS 39402
0121121	66.00	30.36	CHECKERS #6303 2806 HARDY STREET TAMPA, FL 33607
0121125	30.00		DANNY'S A/C LLC 164 APP SLADE RD. HATTIESBURG, MS 39404
0121127	10.00		THE HILLMAN GROUP, INC 6072 US HWY 98 (INSIDE WALMART) TEMPE, AZ 85284
0121128	20.00		KRE8TIVE KUSTOMS 230 NORTH 25TH AVE. HATTIESBURG, MS 39401
0121139	30.00	17.40	THE STUDIO, LLC 6156 HWY 98 W, STE 10 HATTIESBURG, MS 39402
0121150	20.00		2B WIRELESS SOLUTIONS LLC 6152 US HWY 98 STE 10 STAPLETON, AL 36578
0121156	20.00		ALPHABET ACADEMY 3706 MONTAGUE BLVD HATTIESBURG, MS 39404
0121157	45.00		ADT, LLC 107 FAIRFIELD DR., STE 70 BACA RATON, FL 33481
0121167	41.25	20.10	JUTAMAS THAI RESTAURANT 910 TIMOTHY LN HATTIESBURG, MS 39401
0121170	20.00		THE HILLS LLC 2018 HARDY STREET STE 20 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121171	30.00		LAGNIAPPE EYE CARE 6152 HWY 98, STE 30 HATTIESBURG, MS 39402
0121172	20.00		LOAN MAX 602 BROADWAY DR ALPHARETTA, GA 30005
0121173	40.00		DIRT CHEAP, LLC 3720 HARDY ST., STE 7 HATTIESBURG, MS 39403
0121174	20.00		T & T THRIFT STORE 1001 E HARDY ST HATTIESBURG, MS 39401
0121175	20.00		JAVA MOE'S 6434 HWY 98 HATTIESBURG, MS 39402
0121183	87.50		LA BOMBA 620 CAMPBELL LOOP HATTIESBURG, MS 39401
0121184	40.00		NU-2-U AUTO SALES 5205 HWY 42 BYPASS HATTIESBURG, MS 39404
0121185	45.00		REDBOX AUTOMATED RETAIL, LLC 2315 LINCOLN RD. OAKBROOK TERRACE, IL 60181
0121196	25.00		CREATIVE SALES SOLUTIONS, LLC 5154 HWY 42 HATTIESBURG, MS 39401
0121201	20.00		U S TOBACCO & GROCERY, INC 4400 HARDY ST., STE B-8 HATTIESBURG, MS 39402
0121205	12.50		CHEDDAR'S CASUAL CAFE 6163 U S HWY 98 IRVING, TX 75063
0121206	85.01		3D LOUNGE LLC 811 TIMOTHY LANE PETAL, MS 39465
0121214	20.00		CUPCAKE BOUTIQUE 6096 US HWY 98 STE 6 MAGEE, MS 39111

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
26	827.26	67.86	

149 6,377.50 321.23

Total Collection For June

New Licenses	827.26
Renewed Licenses	6,377.50
Penalties	389.09
Grand Total	7,593.85

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121038	30.00	3.30	PROFESSIONAL PC SOLUTIONS, LLC 4 WILLOW POINT STE 6 HATTIESBURG, MS 39402
0121039	20.00		THE WATER STORE 2525-A LINCOLN ROAD HATTIESBURG, MS 39402
0121040	30.00		PAPA JOHN'S PIZZA 6158 HWY 49 HATTIESBURG, MS 39404
0121041	30.00		TRADE SECRET #7638 1000 TURTLE CREEK DRIVE, SUITE 500 MARKHAM, ON L3R 0G7, ON 39401
0121042	20.00		DAVIS VETERINARY HOSPITAL 215 THORNHILL DRIVE HATTIESBURG, MS 39401
0121043	20.00		PALADIN SYSTEMS LLC 6086 US HWY 98 WEST STE 2 HATTIESBURG, MS 39402
0121044	20.00		LAUNDRY BASKET #2 1231 1/2 NORTH MAIN HATTIESBURG, MS 39402
0121045	30.00		ADVANTAGE PROMOTIONAL SYSTEMS, INC. 5219 OLD HWY 11 HATTIESBURG, MS 39402
0121046	20.00		FORMS MANAGEMENT INC. 608 SOUTH 28TH AVENUE H'BURG, MS TALLAHASSEE, FL 32315
0121047	368.00		PEPSI COLA OF HATTIESBURG 6817 HIGHWAY 49 RIDGELAND, MS 39158
0121048	30.00		ROBINSON ELECTRIC SUPPLY CO, INC. 1215 W. PINE ST. HATTIESBURG, MS 39401
0121049	54.00		KEITHCO PETROLEUM, INC. 7048 HWY 49 HATTIESBURG, MS 39402
0121050	20.00		FIRST DENTAL, P. A. 313 SOUTH 40TH AVENUE HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121051	150.00		28TH PLACE-HATTIESBURG CLINIC 421 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0121052	39.00		H'BURG CLINIC/HEMATOLOGY & ONCOLOGY 103 ASBURY CIRCLE HATTIESBURG, MS 39401
0121053	33.00		HATTIESBURG CLINIC DERMATOLOGY 6 MEDICAL BLVD. HATTIESBURG, MS 39401
0121054	20.00		RAM MOTOR COMPANY 5092 HWY 42 HATTIESBURG, MS 39403
0121055	20.00		SPEED ELECTRIC COMPANY 12150 OLD PORT GIBSON RD HAZLEHURST, MS 39083
0121056	32.50		PAYLESS SHOESOURCE #5523 53 LAKEWOOD DRIVE TOPEKA, KS 66601
0121057	25.00		SOUTHERN TIRE MART, LLC 23 BLACKWELL BOULEVARD HATTIESBURG, MS 39402
0121058	30.00		GREER DENTAL CLINIC 6046 US HWY 49 HATTIESBURG, MS 39401
0121059	20.00		FAGAN CARS & TRUCKS 100 BROADWAY DR. HATTIESBURG, MS 39401
0121060	50.00		GILKEY ELECTRIC SUPPLY CO., INC. 1300 WEST PINE ST. HATTIESBURG, MS 39404
0121061	30.00		EXPRESS OIL CHANGE & SERVICE CENTER 6118 U.S. HWY 98 AUBURN, AL 36831
0121063	20.00		DIFATTA PRODUCE COMPANY 1301 E. HARDY ST. PURVIS, MS 39475
0121064	50.00		PERSONAL DIMENSIONS 103 NORTH HATTIESBURG HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121065	30.00		CHAIN ELECTRIC CO. 1308 1/2 W. PINE ST. HATTIESBURG, MS 39403
0121066	20.00		EQUITY ALLIANCE OF HATTIESBURG, LLC 5912 U.S. HWY 49 S. HATTIESBURG, MS FARMINGTON HILLS, MI 48334
0121067	20.00		AMERICAN CASH ADVANCE 6086 HWY 98, SUITE 1 H'BURG, 39401 LAROSE, LA 70373
0121068	40.00		WESTSIDE STUDIO LLC 6555 HWY 98 WEST STE B HATTIESBURG, MS 39402
0121069	20.00		AZ WELL INC. 4600 HARDY ST STE 24 HATTIESBURG, MS 39402
0121070	84.00		CHAIN ELECTRIC COMPANY 1308 1/2 WEST PINE ST. HATTIESBURG, MS 39403
0121073	20.00	4.40	CHECK MATE OF MISSISSIPPI INC. 327 WEST PINE STREET HATTIESBURG, MS 39403
0121074	20.00		CHECK MATE OF MISSISSIPPI INC. 327 WEST PINE STREET HATTIESBURG, MS 39403
0121075	20.00	3.80	CHECKMATE OF MISSISSIPPI INC. 3720 HARDY STREET SUITE 19-A HATTIESBURG, MS 39403
0121076	20.00		TUNJIA'S LITTLE ONES CHILD DEV. CTR 114 PATTON AVENUE HATTIESBURG, MS 39401
0121077	20.00		HATTIESBURG VISION CLINIC 1100 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0121078	20.00		THE EXECUTIVE TEAM, INC. 5297 OLD HWY 11 SUITE 5 HATTIESBURG, MS 39402
0121079	30.00		HATTIESBURG ENDODONTICS 704 SOUTH 28TH SUITE 10 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121080	30.00		JIMMY JOHN'S GOURMET SANDWICHES 3317 HARDY STREET, SUITE 10 HATTIESBURG, MS 39402
0121081	20.00	4.80	BEAUTIFUL BEGINNINGS 1005 HARDY ST. HATTIESBURG, MS 39401
0121082	20.00	2.40	BEAUTIFUL BEGINNINGS 1005 HARDY ST. HATTIESBURG, MS 39401
0121084	30.00	3.90	BAKER PETROLITE 16 OFFICE PARK DRIVE, SUITE 16 HATTIESBURG, MS 39402
0121085	20.00		BOP'S FROZEN CUSTARD 3320 HARDY ST. HATTIESBURG, MS 39401
0121086	20.00		COHEN, EDWARD 905-B HARDY ST. GULFPORT, MS 39503
0121087	30.00		AUTOMOTIVE WARRANTY & SERVICE CENTE 1421 WEST PINE STREET HATTIESBURG, MS 39401
0121088	20.00		UNLIMITED AUTOMOTIVE ON WHEELS, LLC 5009 OLD HWY 11, #218 HATTIESBURG, MS 39402
0121089	25.00		HATTIESBURG TRANSPORTATION SERVICES 314 NORTH 40TH AVE HATTIESBURG, MS 39401
0121090	30.00		HATTIESBURG TRANSPORTATION SERVICES 314 N 40TH AVE HATTIESBURG, MS 39401
0121091	20.00	3.00	RUFF AND TUFF LAWN CARE 3000 MESA DR. HATTIESBURG, MS 39401
0121092	20.00		THE GOLD PLACE 6051 HWY 98 W. SUITE 5 HATTIESBURG, MS 39402
0121093	20.00		EYE WORKS 3901 HARDY STREET SUITE 130 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121094	20.00		BEELICIOUS 77 ST. ANNES HATTIESBURG, MS 39401
0121095	92.50		STRIBLING EQUIPMENT, LLC 300 SULLIVAN KILRAIN ROAD JACKSON, MS 39288
0121096	20.00		MARBLE SLAB CREAMERY 5040 HARDY ST. STE 20 HATTIESBURG, MS 39402
0121097	250.00		COBURN SUPPLY COMPANY, INC. 5271 OLD HWY 11 H'BURG MS 39402 BEAUMONT, TX 77701
0121098	20.00		TURNER BROS. TAXIDERMY 315 E PINE ST. HATTIESBURG, MS 39401
0121099	25.00		A & A TRANSMISSIONS 614 BROADWAY DR. HATTIESBURG, MS 39401
0121100	20.00	2.22	HERITAGE CLEANERS 1518 BROADWAY DR SUITE 60 HATTIESBURG, MS 39401
0121101	20.00		BILLY GRIFFITH CONSTRUCTION 6533 OLD HWY 42 HATTIESBURG, MS 39402
0121102	20.00	6.60	LIL VAL'S ELECTRICAL CO. 907 ARLEDGE ST. HATTIESBURG, MS 39401
0121103	20.00	4.20	LIL VAL'S ELECTRICAL CO. 907 ARLEDGE ST. HATTIESBURG, MS 39401
0121104	20.00		LIL VAL'S ELECTRICAL CO. 907 ARLEDGE ST. HATTIESBURG, MS 39401
0121105	20.00		QUICK CASH 212 C BROADWAY DRIVE OVERLAND PARK, KS 66210
0121106	45.00		RAIN FOREST CAR WASH 5026 HWY 98 W HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121137	20.00	2.20	JAMES MAY TRUCKING & REPAIR SERVICE 1828 JAMES STREET HATTIESBURG, MS 39401
0121138	20.00		WAYNE S. EASTERLING 120 SOUTH 10TH AVE. HATTIESBURG, MS 39403
0121140	30.00	13.80	THE STUDIO, LLC 6156 HWY 98 W, STE 10 HATTIESBURG, MS 39402
0121141	30.00	10.20	THE STUDIO, LLC 6156 HWY 98 W, STE 10 HATTIESBURG, MS 39402
0121142	30.00	6.60	THE STUDIO, LLC 6156 HWY 98 W, STE 10 HATTIESBURG, MS 39402
0121143	30.00		THE STUDIO, LLC 6156 HWY 98 W, STE 10 HATTIESBURG, MS 39402
0121144	20.00		JENE'S HAIR UNLIMITED 6111 U.S. HWY 49 S. HATTIESBURG, MS 39401
0121145	33.00		ARBY'S #7612 6178 HWY 98 W FORT WALTON BEACH, FL 32548
0121146	20.00		JOHNSON PROPERTY SERVICES, LLC 39 FRANKLIN ROAD SUITE 205 BIRMINGHAM, AL 35209
0121147	150.00		SOUTHERN DEVELOPMENT RESOURCES, LLC 3688 VETERANS MEMORIAL BLVD. #200 HATTIESBURG, MS 39401
0121148	39.00	8.19	CREDIT BUREAU CENTRAL 1208 W. PINE ST. HATTIEBURG, MS 39403
0121149	39.00		CREDIT BUREAU CENTRAL 1208 W. PINE ST. HATTIEBURG, MS 39403
0121151	45.00		SERVPRO OF HATTIESBURG 106 REDUS ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121120	800.00		PROBUILD COMPANY LLC 74 LIBERTY PLACE CLAYTON, MO 63105
0121122	66.00	22.44	CHECKERS #6303 2806 HARDY STREET TAMPA, FL 33607
0121123	66.00	14.52	CHECKERS #6303 2806 HARDY STREET TAMPA, FL 33607
0121124	66.00		CHECKERS #6303 2806 HARDY STREET TAMPA, FL 33607
0121126	20.00		THE HILLMAN GROUP, INC. 5901 HWY 49 SOUTH (INSIDE WALMART) TEMPE, AZ 85284
0121129	200.00		EMPIRE TRUCK SALES, LLC 300 SULLIVAN KILRAIN ROAD JACKSON, MS 39288
0121130	30.00		HOE B. BAZEMORE & ASSOCIATES 37 SHADOW RIDGE DR. HATTIESBURG, MS 39402
0121131	20.00		TINDALL AUTOMATION CORP. 208 SOUTH 27TH AVE. STE-B HATTIESBURG, MS 39401
0121132	20.00		POPE & POPE, P.A. 110 S. 40TH AVENUE, SUITE 10 HATTIESBURG, MS 39404
0121133	30.00		KIDS RULE FAMILY FUN CENTER 6555 HWY 98 W STE 25 HATTIESBURG, MS 39402
0121134	20.00		HUSSMAN SERVICES CORP. 12999 SAINT CHARLES ROCK ROAD BRIDGETON, MO 63044
0121135	30.00		CONTINENTAL RAILS & EXCAVATING, INC 5102 HWY 49 SOUTH HATTIESBURG, MS 39404
0121136	92.50		ANDERSON PAINT 11 OFFICE PARK DR. STE 10 HATTIEESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121107	25.00		GROVER BROTHERS EQUIPMENT INC. 1500 N MAIN ST. HATTIESBURG, MS 39401
0121108	30.00		TEKNOVATION, INC. 48 LIBERTY PLACE, SUITE 1 HATTIESBURG, MS 39402
0121109	20.00		CASH-2-GO 1301 HARDY ST. HUNTSVILLE, AL 35801
0121110	20.00		PATTON ELECTRICAL 710 TENNESSEE ST. GULFPORT, MS 39501
0121111	20.00		ABCO TOWING & RECOVERY 1401 A JERSEY ST. PETAL, MS 39465
0121112	20.00		HUB CITY TOWING 2004 WEST PINE STREET HATTIESBURG, MS 39401
0121113	80.00		MARSHALL DURBIN FOOD CORP. INC 1301 JAMES STREET IRONDALE, AL 35210
0121114	30.00		BABER'S LEASING #6 1815 HARDY STREET PASCAGOULA, MS 39567
0121115	20.00		WEIGHT WATCHERS 3702 HARDY ST. STE 5 JACKSON, MS 39206
0121116	20.00		KELLER WILLIAMS REALTY 109 FAIRFIELD DRIVE, SUITE B H'BURG GULFPORT, MS 39507
0121117	40.00		SPENCER GIFTS, LLC 1000 TURTLE CREEK DRIVE EGG HARBOR TOWNSHIP, NJ 08234
0121118	150.00		SHERWIN-WILLIAMS COMPANY #7394 117 BROADWAY DR. CLEVELAND, OH 44101
0121119	50.00		THE SHERWIN-WILLIAMS CO.#7037 368 HEGWOOD RD CLEVELAND, OH 44101

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121191	51.00		EAR, NOSE & THROAT AND FACIAL 107 MILLSAPS DR. HATTIESBURG, MS 39404
0121192	20.00	4.20	LEAPS AND BOUNDS STUDIO 4358 LINCOLN ROAD EXT HATTIESBURG, MS 39402
0121193	20.00		LEAPS AND BOUNDS STUDIO 4358 LINCOLN ROAD EXT HATTIESBURG, MS 39402
0121194	20.00		H & W PRODUCTION & ENTERPRISE'S INC 5721 HWY 49 HATTIESBURG, MS 39401
0121195	20.00	3.60	MOORES LOCK & KEY LLC 408 NORTH STREET HATTIESBURG, MS 39401
0121197	25.00	5.25	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0121198	15.00	3.15	D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0121199	25.00		D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0121200	15.00		D J SHUTTLE & TOUR SERVICE INC. 101 HARDY ST HATTIESBURG, MS 39402
0121202	20.00	7.20	SPEED ELECTRIC MOTOR CO. 511 NORTH ST. HATTIESBURG, MS 39403
0121203	20.00	4.80	SPEED ELECTRIC MOTOR CO. 511 NORTH ST. HATTIESBURG, MS 39403
0121204	20.00	2.40	SPEED ELECTRIC MOTOR CO. 511 NORTH ST. HATTIESBURG, MS 39403
0121207	20.00	12.00	HUB CITY QUIK LUBE & TUNE UP, INC. 6100 U.S. HWY 49 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121168	45.00	16.80	JUTAMAS THAI RESTAURANT 910 TIMOTHY LN HATTIESBURG, MS 39401
0121169	45.00	13.20	JUTAMAS THAI RESTAURANT 910 TIMOTHY LN HATTIESBURG, MS 39401
0121176	30.00		BAKER & GRAHAM DENTAL PARTNERSHIP 800 S 28TH AVE. HATTIESBURG, MS 39401
0121177	20.00		U S NAIL I 2902 HARDY STREET HATTIESBURG, MS 39401
0121179	150.00		SURPLUS WAREHOUSE 5131 HWY 42 HATTIESBURG, MS 39401
0121180	20.00	7.80	DRAGON COURT DESIGNS & INTERIORS 5268 OLD HWY 11 SUITE 11 HATTIESBURG, MS 39402
0121181	20.00	5.40	DRAGON COURT DESIGNS & INTERIORS 5268 OLD HWY 11 SUITE 11 HATTIESBURG, MS 39402
0121182	20.00	3.00	DRAGON COURT DESIGNS & INTERIORS 5268 OLD HWY 11 SUITE 11 HATTIESBURG, MS 39402
0121186	30.00	17.10	KEENE, BOURNE & SANDERSON, P.A. 711 HARDY STREET HATTIESBURG, MS 39401
0121187	30.00	13.50	KEENE, BOURNE & SANDERSON, P.A. 711 HARDY STREET HATTIESBURG, MS 39401
0121188	30.00	9.90	KEENE, BOURNE & SANDERSON, P.A. 711 HARDY STREET HATTIESBURG, MS 39401
0121189	30.00	6.30	KEENE, BOURNE & SANDERSON, P.A. 711 HARDY STREET HATTIESBURG, MS 39401
0121190	30.00		KEENE, BOURNE & SANDERSON, P.A. 711 HARDY STREET HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121152	20.00	4.20	HOME REMODELING & REPAIRS 100 SHADY LANE HATTIESBURG, MS 39404
0121153	20.00		HOME REMODELING & REPAIRS 100 SHADY LANE HATTIESBURG, MS 39404
0121154	20.00		ZEON CHEMICAL, INC. 1301 W 7TH ST HATTIESBURG, MS 39401
0121155	60.00		SOUTHERN PRE-ENGINEERED BUILDERS 40 DEEP SOUTH LANE PURVIS, MS 39475
0121158	20.00		MAYFIELD HEATING & AIR 213 N. MAIN ST. PETAL, MS 39465 PETAL, MS 39465
0121159	20.00		THE LAWN RANGER 3320 HARDY STREET HATTIESBURG, MS 39401
0121160	75.00	18.00	AUDIO VIDEO SPECIALISTS, INC. 175 TURTLE CREEK DRIVE HATTIESBURG, MS 39402
0121161	75.00	9.00	AUDIO VIDEO SPECIALISTS, INC. 175 TURTLE CREEK DRIVE HATTIESBURG, MS 39402
0121162	20.00		AMP ELECTRIC 160 LAVEL GRAVES RD HATTIESBURG, MS 39402
0121163	20.00		DAVACO, INC. 6688 N. CENTRAL EXPWY. SUITE 1400 DALLAS, TX 75206
0121164	20.00		THE LEAF CIGAR COMPANY 28 MARKET COURT STE 155 HATTIESBURG, MS 39402
0121165	20.00		FLOWERS BY MARIAM LLC 819 HARDY ST. HATTIESBURG, MS 39401
0121166	20.00		WAYSIDE CHILD DAY CARE 919 EDWARDS ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
June 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0121208	20.00	9.60	HUB CITY QUIK LUBE & TUNE UP, INC. 6100 U.S. HWY 49 HATTIESBURG, MS 39401
0121209	20.00	7.20	HUB CITY QUIK LUBE & TUNE UP, INC. 6100 U.S. HWY 49 HATTIESBURG, MS 39401
0121210	20.00	4.80	HUB CITY QUIK LUBE & TUNE UP, INC. 6100 U.S. HWY 49 HATTIESBURG, MS 39401
0121211	20.00	2.40	HUB CITY QUIK LUBE & TUNE UP, INC. 6100 U.S. HWY 49 HATTIESBURG, MS 39401
0121212	66.00	13.86	THE MERCHANTS CO. 1100 EDWARDS ST. HATTIESBURG, MS 39403
0121213	66.00		THE MERCHANTS CO. 1100 EDWARDS ST. HATTIESBURG, MS 39403



City of Hattiesburg, MS

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

Master

File Number: 2012-0922

File ID: 2012-0922

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 07/03/2012

Brief Title: City's purchase of one grave space from Willie Hosey

Final Action:

Minute Book Number: MB 2012-1/250

Title:

Approve the City's purchase of one (1) grave space located in the West Half (W1/2) of the Northeast Quarter (NE 1/4), Lot 122, Section 1, South Hill Cemetery, recorded at MB 1992-1/94 in the amount of \$150.00 from Willie Pearl Hosey, and authorize a manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave space.Hosey, executed Grave space.Hosey

Enactment Number:

Contact:

Meeting Date: 07/16/2012

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	07/17/2012					

Text of Legislative File 2012-0922

Title

Approve the City's purchase of one (1) grave space located in the West Half (W1/2) of the Northeast Quarter (NE 1/4), Lot 122, Section 1, South Hill Cemetery, recorded at MB 1992-1/94 in the amount of \$150.00 from Willie Pearl Hosey, and authorize a manual check for the same.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

I Willie P. Hasey

wishes to sell a grave at
South Hill Cemetery back to
the City

Willie Pearl Hasey

5418-8th Ave

Los Angeles Calif 90043

Telephone no.

323-292-3109

(W¹/₂ - NE¹/₄ - 122-1 - South Hill
Cemetery
\$150.⁰⁰)

JK

Robert Hasey

MB 992-1/94

STATE OF MISSISSIPPI
County of Forrest
City of Hattiesburg

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY
HATTIESBURG, MISS.

For and in consideration of the sum of One Hundred Fifty & No/100---- Dollars

(\$ 150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mrs. Willie P. Hosey subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half of Northeast Quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$)

Lot Number: 122 in Section Number: 1
according to the Cemetery Survey of the City of Hattiesburg
Mississippi known as South Hill Cemetery, and containing
one (1) grave spaces.

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space or spaces herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the

7th day of January, 1992.

ATTEST:

Clarice Wansley
City Clerk

(S E A L)

By:

James
Mayor

CITY OF HATTIESBURG, MISSISSIPPI

STATE OF MISSISSIPPI,
Forrest County

Personally appeared before me, the undersigned authority in and for said County and State,

J. Ed Morgan and Clarice Wansley
Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of January,

19 92.

My Commission expires:

Betty H. Frost
Notary Public

My Commission Expires September 24, 1995.



City of Hattiesburg, MS

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

Master

File Number: 2012-0938

File ID: 2012-0938

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/09/2012

Brief Title: Graves Sales

Final Action:

Minute Book Number: MB 2012-1/250

Title:

Approve sale of graves per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave sales for June, executed Grave sales for June

Enactment Number:

Contact:

Meeting Date:

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/17/2012					

Text of Legislative File 2012-0938

Title

Approve sale of graves per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Jacob and Geraldine Barlow, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 56 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jolly W. Matthews subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 69

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July , 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fate L. Hoard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 56 Section Number: 24

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Oscar and Cora S. Scott, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 11 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Billy and Patrica Gatwood subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 76

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July , 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Frank J. Glenn subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number :42

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July , 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Lou and Rusty Walker subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 50

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July , 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Douglas O'Neal Regan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE 1/4)

Lot Number: 39 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fernando Zepeda, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northeast Quarter (NE 1/4)

Lot Number: 110

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$250.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Jacob and Geraldine Barlow, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW 1/4)

Lot Number 56 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

Eddie R. DuPree
CITY CLERK

(S E A L)

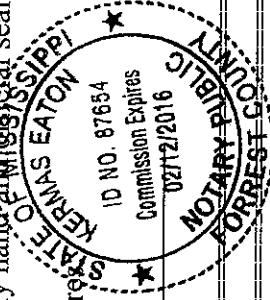
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jolly W. Matthews subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 69

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

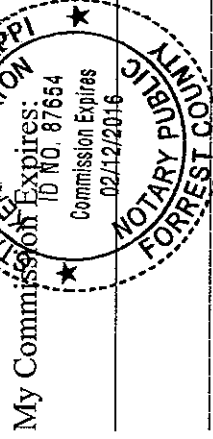
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPre
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fate L. Hoard, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Southeast Quarter (SE 1/4)

Lot Number: 56

Section Number: 24

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

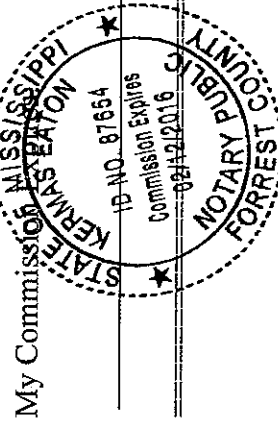
(S E A L)

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Oscar and Cora S. Scott, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE 1/4)

Lot Number 11 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

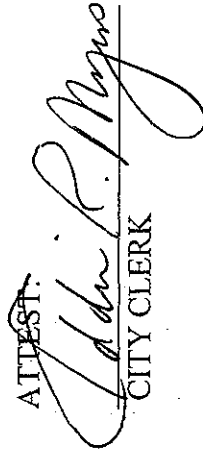
Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

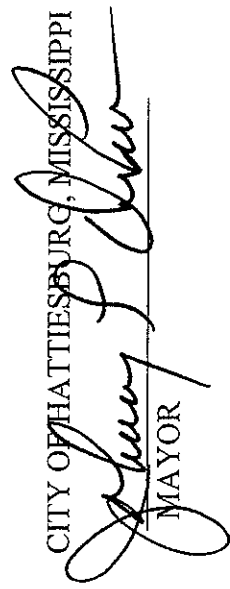
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:


CITY CLERK

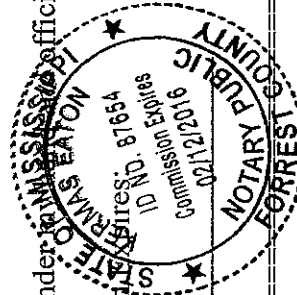
(S E A L)


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my official seal of office on this, the 17th day of July, 2012.

My Commission Expires 02/12/2016

NOTARY PUBLIC

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Billy and Patricia Gatwood subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 76

Section Number 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

(SEAL)

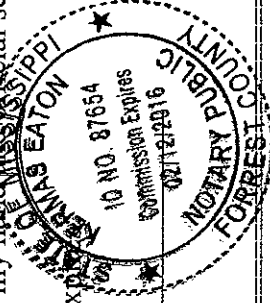
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Frank J. Glenn subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number : 42

Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July , 2012.

ATTEST:
Eddie R. Myers
CITY CLERK

(S E A L)

Henry J. DuPre
MAYOR
CITY OF HATTIESBURG, MISSISSIPPI

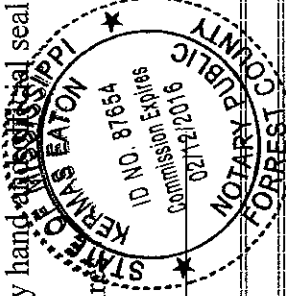
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.

My Commission Expires _____

NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED
DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Lou and Rusty Walker subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number 50

Section Number 37

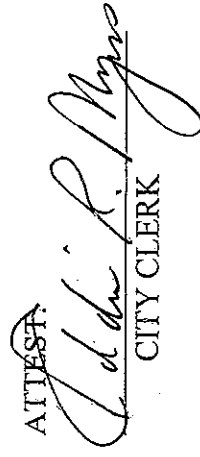
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) Grave space (s).

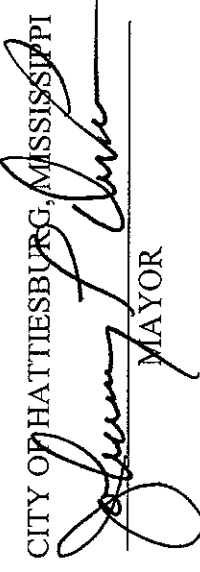
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

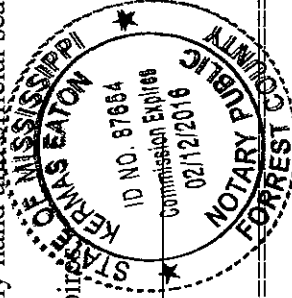
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, ~~2012~~.

My Commission Expires



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Douglas O'Neal Regan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) Southeast Quarter (SE 1/4)

Lot Number: 39

Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

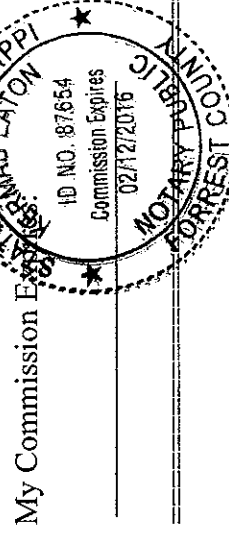
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuFree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fernando Zepeda, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2) Northeast Quarter (NE 1/4)

Lot Number: 110

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
 One (1) Grave space (s).

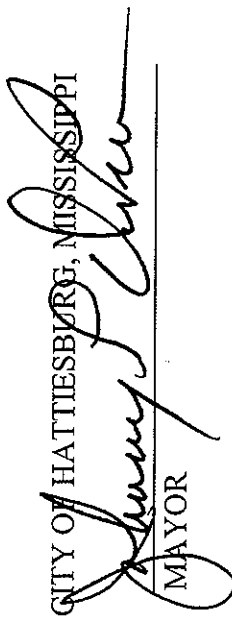
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 17th day of July, 2012.

ATTEST:


CITY CLERK

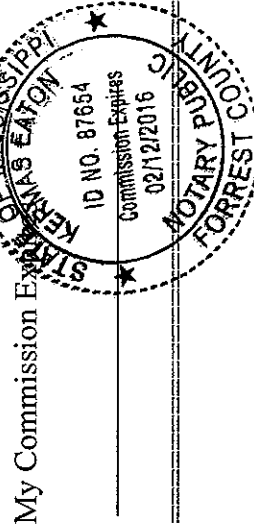

CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 17th day of July, 2012.




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2012-0937

File ID: 2012-0937

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/09/2012

Brief Title: Acknowledge proof of publication

Final Action:

Minute Book Number: MB 2012-1/250

Title:

Acknowledge proof of publication for the month of June, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Proof of Pub.June

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012					

Text of Legislative File 2012-0937

Title

Acknowledge proof of publication for the month of June, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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,
0200404020
SEWER CLEANER

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, June 21, 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 POSITIVE DISPLACEMENT BLOWER COMBINATION SEWER CLEANER 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, or which may be obtained upon request by contacting Kermas Eaton at (601) 545-4552.

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 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 15th day of May 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: June 1 & 8, 2012
0200404020-01

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:

6/1/2012

6/1/2012

6/8/2012

Size: 287 words / 1.00 col. x 62.00 lines

Published: 2 time(s)

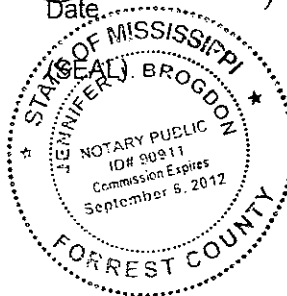
Total: \$72.14

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/8/2012.

Jennifer J. Brogdon
Notary Public

June 8, 2012
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,
0200404021
MAST ARM POLES BROADWAY DRIVE

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, June 21, 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:

MAST ARM POLES FOR
BROADWAY DR. AND
BARTUR ST.

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, or which may be obtained upon request by contacting Kemas Eaton at (601)545-4552.

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 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 15th day of May 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: June 1 & 8, 2012
0200404021-01

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:

6/1/2012

6/1/2012

6/8/2012

Size: 281 words / 1.00 col. x 60.00 lines

Published: 2 time(s)

Total: \$70.82

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 6/8/2012.

Jennifer J. Brogdon
Notary Public

June 8, 2012
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,
0200406510
CDBG NOTICE OF PUBLIC HEARINGS

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:

6/9/2012
6/9/2012
6/15/2012

Size: 643 words / 1.00 col. x 167.00 lines
Published: 2 time(s)
Total: \$150.46

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/15/2012.

Jennifer J. Brogdon
Notary Public

June 15, 2012
Date



NOTICE OF PUBLIC
HEARINGS and
NOTICE OF
AVAILABILITY OF
INFORMATION
ATTENTION: ALL
HATTIESBURG,
MISSISSIPPI
RESIDENTS

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled public hearings for the purpose of affording citizens of Hattiesburg an opportunity to present their views on the following.

2013 - 2017 Five-Year Consolidated Plan
Citizens of Hattiesburg are invited to present their views and proposals (orally and in writing) as to the housing needs, community development needs, and supportive housing needs of the City of Hattiesburg and to provide citizens an opportunity to participate in the planning, development and implementation of the City's 2013-2017 Five-Year Consolidated Plan, 2013 One-Year Action Plan (a component of the Five-Year Consolidated Plan) and Analysis of Impediments to Fair Housing Choices in Hattiesburg in connection with the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME).

The hearings are scheduled for the following dates and locations:

Thursday, June 28, 2012
Ward 4 - Jackie Dole Sherrill Community Center, 220 West Front Street, Hattiesburg Consolidated Plan Public Hearing - 6:00 p.m.

Thursday, July 5, 2012
Ward 5 - Danny Hinton Community Center, Palmer's Crossing Consolidated Plan Public Hearing - 6:00 p.m.

Monday, July 9, 2012
Ward 2 - C.E. Roy Community Center, 300 East 5th Street, Hattiesburg Consolidated Plan Public Hearing - 6:00 p.m.

Tuesday, July 10, 2012
Ward 1 - Lake Terrace Convention Center, One Convention Center Plaza, Hattiesburg Consolidated Plan Public Hearing - 6:00 p.m.

Thursday, July 12, 2012
Ward 3 - Thames Elementary School, 2900 Jamestown Rd., Hattiesburg, MS Consolidated Plan Public Hearing - 6:00 p.m.

ALL interested citizens, particularly those of low, very low and extremely low income, minorities, residents of public housing, and those with mobility, visual

Availability of Information
Parties interested in additional information regarding the U.S. Department of Housing & Urban Development's Community Development Block Grant (CDBG) or Home Investment Partnerships (HOME) Programs, or the City of Hattiesburg's participation as a CDBG and HOME Grantee are urged to contact the City's Department of Federal & State Programs at (601) 554-1006, or to make inquiries at City Hall - 200 Forrest Street, Hattiesburg, MS 39401.

Consideration
The City will consider in this phase of the planning process, any comments or views of citizens, agencies or units of local government received in writing and orally at any of the scheduled Public Hearings. Written comments will also be accepted in the Department of Federal & State Programs through Friday, July 13, 2012. A summary of any comments or reviews accepted will be attached to the final plan.

Comments related to this NOTICE may be sent to or delivered to City Hall, First Floor, Community Development/Department of Federal and State Programs, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 554-1006.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH: June 9, 2012,
June 15, 2012

0200406510.01

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,
0200407179
NEEL SCHAFFER

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Neel-Schaffer, Inc., Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, for a variance from the side yard setback requirements detailed in Article 4, Section 58.04 of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi. This request, if approved, would allow the applicant to place a structure at a point four (4) feet from the side property line for a certain property located at 704 Hardy Street (Parcel 29-448-21-4, PPIN 019472, Ward 4), said property being more particularly described as follows, to-wit: Lots 4 and 5 of Block 157, of the Kamper & Whinnery Extension to the City of Hattiesburg, Mississippi, as per official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, less and except 10 feet off of the Northeast side of Lot 4, and less and except that part thereof sold to J. H. McCann and wife, Louise P. McCann, described as beginning at the SW Corner of Lot 5, Block 157 of the Kamper & Whinnery Extension, said point being at the intersection of Mamie Street and Fourth Avenue, and run thence Northwesterly along the boundary of Fourth Avenue for 141 feet; thence run Northeastly parallel to Mamie Street for 90 feet; thence Southeastly parallel to Fourth Avenue for 141 feet to the boundary line of Mamie Street; and thence Southwesterly along the boundary line of Mamie Street for 90 feet to the P.O.B.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday, July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June, A.D., 2012.
CITY OF HATTIESBURG,
MISSISSIPPI

By: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: June 15, 2012
0200407179-01

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:

6/15/2012

Size: 392 words / 1.00 col. x 87.00 lines

Published: 1 time(s)

Total: \$52.04

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/15/2012.

Jennifer J. Brogdon
Notary Public

June 15, 2012
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,
0200407181
ANTIOCH BAPTIST CHURCH

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by the Trustees of Antioch Baptist Church, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, for a use permit as detailed in Article 4, Section 54.03 (11), which states that a use permit for a "church" may be permitted upon review. The applicant also requests a variance from Lot Coverage requirements of Article 4, Section 54.04 to allow up to 60 percent of the lot to be covered. This petition is for certain properties located in the vicinity of John Street between the May and Fredna Avenues and said properties being more particularly described as follows, to-wit:

Lots 3 through 14 of Block 15 of J.H. Buschman Sub-division, as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. (Parcel 2-038B-15-317.00, PPIN 13941; Parcel 2-038B-15-334.00, PPIN 13942; Parcel 2-038B-15-333.00, PPIN 13943; Parcel 2-038B-15-332.00, PPIN 13944; Parcel 2-038B-15-331.00, PPIN 13945; Parcel 2-038B-15-330.00, PPIN 13946; and Parcel 2-038B-15-329.00, PPIN 13947)

And;

Lots 15 through 16 of Block 14 of J.H. Buschman Sub-division, as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. (Parcel 2-038B-15-336.00, PPIN 13932, and Parcel 2-038B-15-335.00, PPIN 13933)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: June 15, 2012
0200407181-01

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:

6/15/2012

Size: 368 words / 1.00 col. x 89.00 lines

Published: 1 time(s)

Total: \$49.16

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/15/2012.

Jennifer J. Brogdon
Notary Public

June 15, 2012
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,
0200407183
STEVE MOORE

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Steve Moore, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60 to change the zoning classification of certain property located at 805 Hardy Street (parcel #s 28-564-1-10 and 28-564-1-11, PPINs 020606 and 020607, Ward 4), from R1-C (Single-Family Residential) District, to B-3 (Community Business) District, said property being more particularly described as follows, to-wit: The West Half (W 1/2) of Lot 18, and all of Lots 19 and 20, Block 1, and the North Half (N 1/2) of the vacated alley lying adjacent to and immediately South of the West Half (W 1/2) of Lot 18 and the East 35 feet of Lot 19 according to the John L. Mixon Subdivision or addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Forrest County, Mississippi, said Subdivision being a part of the Southwest Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 13 West, Forrest County, Mississippi, together with the improvements thereon and appurtenances thereunto belonging.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday, July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June, A.D., 2012.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/ _____
CITY CLERK

(SEAL)

Publish: June 15, 2012
0200407183-01

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:

6/15/2012

Size: 358 words / 1.00 col. x 82.00 lines

Published: 1 time(s)

Total: \$47.96

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/15/2012.

Jennifer J. Brogdon
Notary Public

June 15, 2012
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,
0200407186
CHARLES BOURLAND WILLIAM CAREY

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:

6/15/2012

Size: 314 words / 1.00 col. x 75.00 lines

Published: 1 time(s)

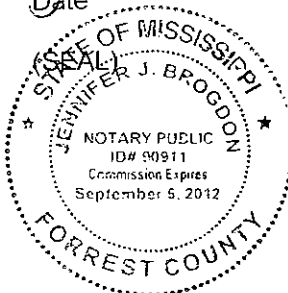
Total: \$42.68

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/15/2012.

Jennifer J. Brogdon
Notary Public

June 15, 2012
Date



PUBLIC HEARING
NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 1406 and 1409 Penton Avenue from R1-C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:
Lot Twelve (12), Block Twenty-Three (23) of Burkett Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging. (Parcels 2-038C-15-192.00 and 2-038G-15-193.00, PPIN D13690 and 013691, Ward 5).
A PUBLIC HEARING in relation to the above described petition will be held at 6:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.
WITNESS my signature and the official seal of said City on this, the 11th day of June A.D., 2012.
CITY OF HATTIESBURG,

MISSISSIPPI

BY: Eddie Myers /s/_____
CITY CLERK

(SEAL)

Publish: June 15, 2012

0200407186-01

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,
0200407187
CHARLES BOURLAND (2) WILLIAM CAREY

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Charles Bourland, on behalf of William Carey University, Owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as required in the Comprehensive Zoning Ordinance No. 2390, as amended, of the City of Hattiesburg, Mississippi, to change the zoning classification of certain properties located at 512 Tuscan Avenue from R-1C (Single-Family Residential) to R-2 (Two-Family Residential), and to grant a use permit as detailed in Article 4, Section 55.03 (8), which states that a use permit for a "University or College, not business or commercial college" may be permitted upon review. Said properties being more particularly described as follows, to-wit:

The South Half (S 1/2) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S 1/2) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:

Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence east along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and appurtenances thereunto belonging. (Parcel no. 2-038G-15-203.00, PPIN 013655)

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Thursday July 5, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 11th day of June A.D. 2012.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/_____
CITY CLERK

(SEAL)

Publish: June 15, 2012
0200407187-01

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:

6/15/2012

Size: 422 words / 1.00 col. x 97.00 lines

Published: 1 time(s)

Total: \$55.64

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/15/2012.

Jennifer J. Brogdon
Notary Public

June 15, 2012
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,
0200408122
PUBLIC NOTICE The Hattiesburg-Petal-For

PUBLIC NOTICE

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Policy and Technical Committee will meet in session as follows:

Hattiesburg Intermodal Train Depot
308 Newman St
Hattiesburg, MS 39401
Wednesday, July 11, 2012
10:00 a.m.

Copies of the tentative agenda may be picked up at the City of Hattiesburg City Clerk's Office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg or at the Hattiesburg Intermodal Facility (Train Depot) located at 308 Newman St. This public notice will serve to fulfill the public participation requirements under FTA Section 5307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system.

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disabilities Act will make reasonable modification for access to its meetings upon request. Please contact Cheryl Turnage with Hub City Transit at 601-545-4670 to make arrangements for transportation.

PUBLISH June 24, 2012
0200408122-01

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:

6/24/2012
6/24/2012

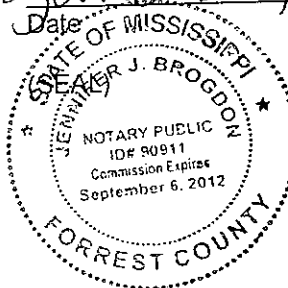
Size: 180 words / 1.00 col. x 50.00 lines
Published: 1 time(s)
Total: \$28.60

Signed [Signature]
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 6/24/2012.

Jennifer J. Brogdon
Notary Public

June 24, 2012
Date





City of Hattiesburg, MS

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

Master

File Number: 2012-0942

File ID: 2012-0942

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/250

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012					

Text of Legislative File 2012-0942

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: July 10, 2012

The following request for payment is being submitted for approval during the City Council's July 17, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient: **Ovell Travis**
Activity: Rehabilitation
Program: HOME
Project Site: 209 Bowling Ave.
Amount Requested: **\$650.00**
Purpose of Request: Temporary Relocation – 7/11/2012 – 8/10/2012
Work Provided by: n/a

Recipient: **Sandra McDuffie**
Activity: Rehabilitation
Program: HOME
Project Site: 1 Alder Lane
Amount Requested: **\$650.00**
Purpose of Request: Temporary Relocation – 7/18/2012 – 8/17/2012
Work Provided by: n/a

Recipient: **Smith's Remodeling**
Activity: Rehabilitation
Program: HOME
Project Site: 623 Duke Ave
Amount Requested: **\$3,628.00**
Purpose of Request: Draw # 4 - final
Work Provided by: Smith's Remodeling

Recipient: **Breakthrough Community Services**
Activity: Rehabilitation
Program: HOME
Project Site: 209 Bowling St.
Amount Requested: **\$21,500.00**
Purpose of Request: Draw # 1
Work Provided by: J & J Construction

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH
Phone #(601)408-3588

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Georgia Reid
623 Duke Ave.
Hattiesburg, MS 39401

Request: Final draw for work done according to work write-up.

Signature: Johnnie L. Smith

Date: 7-10-12

(Change order
already rec'd)

\$5,888.00

-2060.00

\$3628.00 AB

F. Smith
7/10/12



"Breaking the Shackles of Poverty Through Services"

Breakthrough Community Services, Inc.

1313 Country Club Road

Hattiesburg, MS 39401

P 601-582-3475

F 601-582-0149

INVOICE

REIMBURSEMENT

BILL TO:

City of Hattiesburg

Department of Federal & State Programs

P. O. Box 1898, Hattiesburg, MS 39401

Phone: 601.545.4558

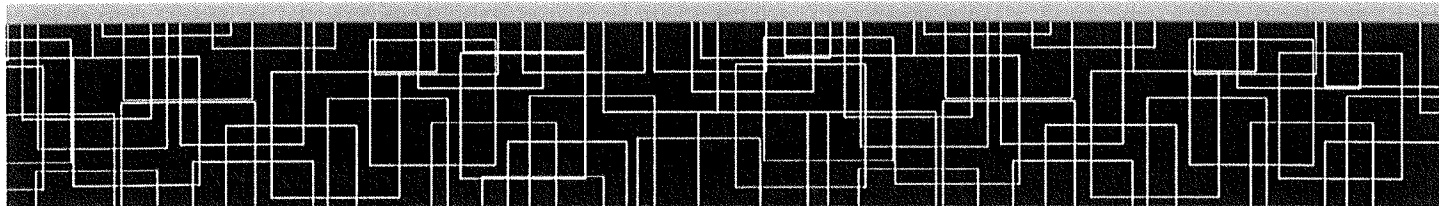
Project	Contractor	Property Address	Invoice	Date
Rehab	J & J Construction	209 Bowling Street	01	July 10, 2012

Quantity	Description	Unit Price	Total
	Draw Request #1 – see attached detailed work write up descriptions and payment receipts.		
1	Construction Start Up Cost 6/11/2012	\$8,000	\$8,000
1	Electrical Services 6/19/2012	\$1,500	\$1,500
1	Roof repairs 6/28/2012	\$7,000	\$7,000
1	Labor Cost 7/6/2012	\$5,000	\$5,000
			21,500.00

Make all checks payable to Breakthrough Community Services, Inc.

THANK YOU FOR YOUR BUSINESS!

J. Smith
7/10/12





Draw Request

Homeowner: Ovell Travis Phone: _____
Address: 209 Bowling Street
Project Type: ☒ Rehab ☐ Repair ☐ Other
Special Classifications: ☐ N/A ☐ Historic District ☐ 50 Years + ☐ Flood Zone

Reviewed and Approved by:
Housing Counselor: _____ Date: _____
Project Manager: _____ Date: _____

WORK DESCRIPTION DRAW REQUEST #1 \$21,500

ROOF

Replaced roof per work write up.

EXTERIOR (GENERAL)

Pressure washed and painted exterior of home and seal cracks and holes.
Replaced front windows and porch and picture window
Replaced carport ceiling and light fixture
Lowered unit drain line

ELECTRICAL

Rough end – Rewired home to code

INTERIOR LIVING ROOM

Replaced door unit, deteriorated crown molding, refinished and trimmed doors and wood per work write up.

BATHROOM

Converted to closet per work write up

BEDROOM#1

Install closet

BEDROOM #2

Installed tub, tub wall, faucet w/shower, and drain system per work write up.
Installed ADA toilet, sheetrock walls, and ceiling, per work write up. Including vanity, door, and installation of light as per stated in work write up.

WASHROOM

Repaired threshold, replaced ceiling, and refinished walls and trimmed.

DINING ROOM

Removed bow in ceiling and replaced light fixture
Refinished trim, doors, and wood.

INTERIOR LIVING ROOM

~~Replaced door unit, deteriorated crown molding, refinished and trimmed doors and wood per work write~~

Reviewed & Approved by: Project Manager WCarter/DJohnson Date: 7.6.2012
Inspected & Approved by: City Housing Inspector RQ Date: 7/10/12



City of Hattiesburg, MS

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

Master

File Number: 2012-0941

File ID: 2012-0941

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/10/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB 2012-1/250

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012					

Text of Legislative File 2012-0941

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: July 10, 2012

The following request for payment is being submitted for approval during the City Council's July 17, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Eve's House, Inc.
Activity:	Public Service
Program:	CDBG
Project Site:	841 North Main St.
Computers & Peripherals	\$1,416.85
Instructors	\$40.00
Amount Requested:	\$1,456.85
Purpose of Request:	Draw #1
Work Provided by:	Eve's House, Inc.

Recipient:	The Hills, Inc.
Activity:	Microenterprise
Program:	CDBG
Project Site:	2018 Hardy St, Suite 20
Marketing & Marketing Supplies	\$1,397.52
Amount Requested:	\$1,397.52
Purpose of Request:	Draw #1
Work Provided by:	The Hills, Inc.

Recipient:	The First Tee of the Pinebelt
Activity:	Public Service
Program:	CDBG
Project Site:	301 Barry St.
Salaries/Fringe	\$7,432.50
Amount Requested:	\$7,432.50
Purpose of Request:	Draw #2
Work Provided by:	The First Tee of the Pinebelt

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	CDBG
Project Site:	605 Broad St.
Amount Requested:	\$527.80
Purpose of Request:	Lead Inspection
Work Provided by:	Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Rehabilitation
CDBG
1802 Edwards St.
\$527.80
Lead Inspection
Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Rehabilitation
CDBG
1507 Pecan Dr.
\$454.05
Lead Inspection
Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Rehabilitation
CDBG
302 Hall Ave.
\$547.80
Lead Inspection
Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Rehabilitation
CDBG
208 W 7th St.
\$496.55
Lead Inspection
Bonner Analytical

Eve's House, Inc.
P.O. Box 721
Hattiesburg, MS 39403

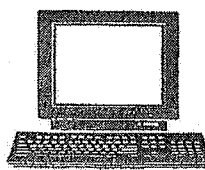
Invoice

Bill To
CDBG Public Service Grant
City of Hattiesburg
Dept of Federal & State Programs
emailed to Ellard, Andrew aellard@hattiesburgn

Please detach top portion and return with your payment.

7/18/12

City Grant



RAM COMPUTER SERVICE
CLOVERLEAF MALL
P.O BOX 17761
HATTIESBURG, MS 39404
601-545-2910

Receipt No. 5662156

RECEIPT

Customer	
Name	Eves House
Address	
City	Hattiesburg State MS ZIP
Phone	
Date	6/20/2012
Order No.	
Rep	
Customer #	

Qty	Description	1	TOTAL
3	hp computer destops & Widescreen Monitors	\$349.00	\$1,047.00
1	hp External hard drive	\$89.00	\$89.00

Payment Details

☐ Cash

☒ Check # 1123

☐ Credit Card

Name _____

CC # _____

Expires _____

SUBTOTAL	\$1,136.00
Tax	\$79.52
TOTAL DUE	\$1,215.52
AMOUNT PAID \$	1,215.52
CHANGE DUE \$	-

Office Use Only

One Year Warranty

"IT'S A STEAL NOT A DEAL!"

1000

2 For:

House Inc.

Item	Quantity	Price Each	Total
Computer Desk	2	60	\$120.00
Computer Desk	1	20	\$20.00
Metal Shelf	2	10	\$20.00
			Total: \$160.00

Total: \$160.00

+Tax: \$11.20

Grand Total: \$171.20

SALVAGE WORLD
1309 W PINE STREET
HATTIESBURG MS 39401
(601)307-0550

Terminal #: 0901
JUN 20, 12 15:22:00

DEBIT SALE
CATCH W: 583

REF#: 012
AUTH #: 080151

TOTAL	\$171.20
-------	----------

APPROVED

1990-1991

CUSTOMER COPY

EVES HOUSE INC.

128 E 5TH ST.
HAITIERSBURG, MS 39401

1226

PAY
TO THE
ORDER OF

DATE

85-127
842 501

Handwritten: Eve's House Inc

Handwritten: 100

Handwritten: 100

\$ 40.00
DOLLARS



BancorpSouth

INFOLINE 1-888-791-7711

FOR

Handwritten: CD Bq Consistent / Insurance

⑈001226⑈ ⑈084201278⑈ 32813719⑈

Handwritten: Robert Starnes

MP

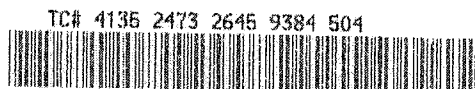
Walmart 
Save money. Live better.

(601) 296 - 6855
MANAGER CELESTE BUHL
5901 U S HIGHWAY 49
HATTIESBURG MS 39402
ST# 2717 OP# 00005125 TE# 67 TR# 08480
MOUSE PAD 001284415899 2.97 X
MOUSE PAD 001284415899 2.97 X
MOUSE PAD 001284415899 2.97 X
SUBTOTAL 8.91
TAX 1 7.000 % 0.62
TOTAL 9.53
SHOPPING CARD TEND 0.40
SHOPPING CARD TEND 9.13
CHANGE DUE 0.00

SHOP.CARD REDEMPTION 9.13
ACCOUNT 607063011972
APPR. CODE " 027891
REF #0532991
Beg Bal Tran Amt End Bal
11.83 9.13 2.70
06/25/12 14:41:53

SHOP.CARD REDEMPTION 0.40
ACCOUNT 607451810449
APPR. CODE " 759697
REF #0532224
Beg Bal Tran Amt End Bal
0.40 0.40 0.00
06/25/12 14:41:32

ITEMS SOLD 3



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www.facebook.com/Walmart
06/25/12 14:42:01

FAMILY DOLLAR

my family. my family dollar.
STORE #02488 1301 N MAIN ST
HATTIESBURG, MS, 601-544-9138

6 OUTLET POWER STRIP 2PK
827214003166 10.00 T
6 OUTLET POWER STRIP 2PK
827214003166 10.00 T

SUBTOTAL \$20.00
TAX1 \$1.40
TOTAL \$21.40
DEBIT \$21.40
#####6781
PURCHASE
SWIPE
APPROVED
AUTH# 305140
SEQUENCE NO: 006200
INVOICE #: 62
06-25-2012 14:18:25



99024880200620155163

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- FREE Directory Assistance
- FREE Long Distance
- FREE Voice Mail
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or Get a new FREE Phone Number

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www.magicJack.com

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everybody should buy it" -PC Magazine

ITEMS 2
06-25-2012 19:18:39 02488 02 843327 0062

The Hills, LLC

Reimbursement

The Hills, LLC

Stacey Blalock Henry, Ph.D.

P.O. Box 16074

Hattiesburg, MS 39404

Phone: (601) 336-0445

DATE:

07/05/2012

Reimbursement #

1

For: CDBG Microenterprise Award

DESCRIPTION	AMOUNT
CPH Laibility Insurance	\$487.00
July's rent (is \$100 less due to overpayment in June. Rent will be \$500 in future months)	\$400.00
Impact paper ad (marketing)	\$116.00
Hattiesburg Senior Fair booth reservation for LakeTerrace Convention Ctr (marketing)	\$50.00
4imprint (marketing supplies)	\$114.25
Vistaprint (marketing supplies)	\$55.30
Vistaprint (marketing supplies)	\$17.65
Vistaprint (marketing supplies)	\$35.15
UPS Store (marketing Supplies)	\$32.50
UPS Store (marketing Supplies)	\$46.87
UPS Store (marketing Supplies)	\$42.80

TOTAL \$ 1,397.52

The Hills, LLC


7/10/12



www.thefirstteethepinebelt.org

MEMORANDUM

To: Andrew Ellard
Government Accountant
City of Hattiesburg

From: Sandra Thompson
Executive Director
The First Tee of The Pine Belt

Re: Reimbursement of Expenses – Request Number 2

Date: July 9, 2012

Requesting reimbursement from the following categories:

Category: Salaries/Fringe	Beginning Balance:	\$7,514.66
	Reimbursement Request:	<u>\$7,432.50</u>
	Salaries Balance:	\$ 82.16

Total reimbursement request: \$7,432.50

F. Thompson
7/10/12

Thank you.

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 49994

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.	Terms	
06/27/12				Origin		
Purchase Order Number			Order Date	Sales Person		Our Order Number
			06/27/12			
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD BASED PAINT INSPECTION PERFORMED 06-13-12 @ 605 BROAD STREET HATTIESBURG, MS	527.80	527.80

Invoice subtotal 527.80

Invoice total 527.80

Thank You

Handwritten signature
7/27/12

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 49995

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/27/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			06/27/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT INSPECTION PERFORMED 06-12-12 @ 1802 EDWARDS STREET HATTIESBURG, MS	527.80	527.80	

Invoice subtotal 527.80

Invoice total 527.80



7/10/12

Thank You

BONNER ANALYTICAL2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50008

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms		
06/28/12				Origin				
Purchase Order Number			Order Date		Sales Person		Our Order Number	
			06/28/12					
Quantity			Item Number	Description	Unit Price	Amount		
Required	Shipped	B.O.						
1	1			LEAD BASED PAINT INSPECTION PERFORMED 06-19-12 @ 1507 PECAN DRIVE HATTIESBURG, MS	454.05	454.05		

Invoice subtotal 454.05

Invoice total 454.05

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 49868

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/19/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			06/19/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT INSPECTION PERFORMED 06-07-12 @ 302 HALL AVENUE HATTIESBURG, MS	547.80	547.80	

Invoice subtotal 547.80

Invoice total 547.80

Thank You

[Signature]
FCT
7/19/12

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 50007

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/27/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			06/27/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT INSPECTION PERFORMED 06-14-12 @ 208 W. 7TH STREET HATTIESBURG, MS	496.55	496.55	

Invoice subtotal 496.55

Invoice total 496.55

Thank You



City of Hattiesburg, MS

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

Master

File Number: 2012-0939

File ID: 2012-0939

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/09/2012

Brief Title: Claims Docket

Final Action: 07/17/2012

Minute Book Number: MB 2012-1/250

Title:

Approve Claims Docket for a period ending July 13, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims Docket, ADDENDUM 7.17.12

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	07/17/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the Claims Docket for the period ending July 25, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0939

Title

Approve Claims Docket for a period ending July 13, 2012.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 13, 2012

Page 1
Date - 07/11/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1358	00124893	11007043	FIRE SAFETY GLOVES	07/13/12	224558	1,775.00-
Sum							1,775.00-
A 1 FIRE EQUIPMENT							
00001 AARON OIL COMPANY INC	66151V	00125637	11007048	WASTE OIL REMOVAL-SHOP	07/13/12	224560	82.50-
Sum							82.50-
AARON OIL COMPANY INC							
00001 ADVANCE AUTO PARTS	560421597859	00124683	11006975	REPR PTS POLICE UNITS	07/13/12	224564	214.65-
00001 ADVANCE AUTO PARTS	560421716516	00125061	11006976	REPR PTS POLICE UNITS	07/13/12	224564	248.24-
Sum							462.89-
ADVANCE AUTO PARTS							
00001 AIRCRAFT TECHNICAL SERVI	4004	00125337	11006930	TIRES U#11389 STREET	07/13/12	224567	703.00-
Sum							703.00-
AIRCRAFT TECHNICAL SERVI							
00001 AIRGAS USA LLC (NORDAN S	1155671 GEN	00125550	11006977	CYL RENT 6/12 VARI DEPTS	07/13/12	224569	460.35-
Sum							460.35-
AIRGAS USA LLC (NORDAN S							
00001 ALLEN, CECIL JR	TRAVEL REIMB	00125452	11006926	EXPNS RESCUE CLASSES JACKSON	07/13/12	224571	53.27-
Sum							53.27-
ALLEN, CECIL JR							
00001 ARCHER PRESERVATION CONS	05-002-12	00125444	11006909	SURVEY/NATL REG NOMINATION	07/13/12	224574	5,919.50-
Sum							5,919.50-
ARCHER PRESERVATION CONS							
00001 ARNOLD LINE WATER ASSN I	2145 6/25/12	00201210	11006882	SERV 5/29-6/25/12 #8 FIRE STA	07/13/12	224576	23.00-
Sum							23.00-
ARNOLD LINE WATER ASSN I							
00001 AT&T	601M23905500	00201210	11006962	VEHICLE LOC MAINT 6/28-7/27	07/13/12	224578	202.00-
Sum							202.00-
AT&T							
00001 AUTO ARMATURE SERVICE IN	3979	00125094	11006803	STARTER U#13062 SANIT	07/13/12	224579	109.95-
00001 AUTO ARMATURE SERVICE IN	4343	00125248	11006811	STARTER U#15231 CEMETERY	07/13/12	224579	99.95-
Sum							209.90-
AUTO ARMATURE SERVICE IN							
00001 AUTO TRIM	5720	00125355	11006865	TINT WINDOWS U#17312 POLICE	07/13/12	224580	320.00-
Sum							320.00-
AUTO TRIM							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 13, 2012

Page 2
Date - 07/11/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 AUTOMOTIVE GLASS SPECIAL	1138443	00125119	11006919	WINDOW REG REPR U#17900 POL	07/13/12	224581	260.00-
Sum							260.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	02012537	11006769	GARBAGE TRUCK LEASE DUE 7/15	07/02/12	16685	34,542.83-
Sum							34,542.83-
BANCORPSOUTH EQUIPMENT F							34,542.83-
00001 BERNARDO, DEBRA	TRAVEL REIMB	00125362	11006849	EXPNS MML CONF BILOXI	07/13/12	224587	177.32-
Sum							177.32-
BERNARDO, DEBRA							177.32-
00001 BOURNE BROTHERS PRINTING	44611	00125156	11006853	BANNERS N'L NIGHT OUT KICKOFF	07/13/12	224594	252.00-
00001 BOURNE BROTHERS PRINTING	44674	00125439	11006972	SELF INKING STAMP-POLICE	07/13/12	224594	17.95-
Sum							269.95-
BOURNE BROTHERS PRINTING							269.95-
00001 C D W GOVERNMENT	M344841	00125240	11006780	IPAD 3-BENSON-BROWNSFIELD	07/13/12	224601	750.00-
00001 C D W GOVERNMENT	M397139	00125268	11006945	LAPTOP CHARGE CORDS NET TEAM	07/13/12	224601	169.17-
00001 C D W GOVERNMENT	M397363	00125268	11006946	LAPTOP CHARGE CORDS NET TEAM	07/13/12	224601	161.94-
Sum							1,081.11-
C D W GOVERNMENT							1,081.11-
00001 CALIFORNIA CONTRACTORS S J	18578	00125136	11006874	RED/ORANGE MARKING FLAGS	07/13/12	224602	597.60-
00001 CALIFORNIA CONTRACTORS S	7758	00125468	11006987	RAINCOATS TRAFFIC DEPT	07/13/12	224602	100.00-
Sum							697.60-
CALIFORNIA CONTRACTORS S							697.60-
00001 CAMPER CITY OF HATTIESBU	24628	00125352	11006877	TRAILER TIRE CEMETERY	07/13/12	224603	109.00-
Sum							109.00-
CAMPER CITY OF HATTIESBU							109.00-
00001 CANINE CONSULTANTS INC	PO#124929 6/	00124929	11006923	K-9 TRNG SUPP P/F ACADEMY	07/13/12	224604	320.00-
Sum							320.00-
CANINE CONSULTANTS INC							320.00-
00001 CARE SAFETY LLC	5477219	00124676	11006787	AIR MONITOR SERVICING-ACADEMY	07/13/12	224605	2,033.00-
Sum							2,033.00-
CARE SAFETY LLC							2,033.00-
00001 CARQUEST AUTO PARTS-WEST	2491-115146	00125286	11006809	SHOP SUPP HIIND CEMETERY	07/13/12	224607	79.42-
00001 CARQUEST AUTO PARTS-WEST	2491-115251	00125341	11006810	SHOP SUPP HIIND CEMETERY	07/13/12	224607	44.36-
Sum							123.78-
CARQUEST AUTO PARTS-WEST							123.78-
00001 CENTER FOR EDU & EMPLOYM	06717096	00125344	11006869	DESKBOOK ENCYCLOPEDIA/EMP LAW	07/13/12	224610	124.95-
Sum							124.95-
CENTER FOR EDU & EMPLOYM							124.95-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 13, 2012

Page 3
Date - 07/11/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CENTER FOR EDU & EMPLOYM Sum							124.95-
00001 CERTIFIED LABORATORIES	771785	00125221	11006783	CAR WASH SOAP POLICE DEPT	07/13/12	224612	420.75-
CERTIFIED LABORATORIES Sum							420.75-
00001 CITY OF HATTIESBURG FUND	07/11/12	02012527	11007012	TRF 1ST 7/12 PAYROLL	07/11/12	16703	821,841.14-
CITY OF HATTIESBURG FUND Sum							821,841.14-
00001 CLAYTON, DAVID	TRAVEL REIMB	00125361	11006863	EXPNS POLYGRAPH SMNR JACKSON	07/13/12	224617	194.04-
CLAYTON, DAVID Sum							194.04-
00001 CLEMENTS HARDWARE	103075	00125147	11006871	SAFETY GLASSES P/F ACADEMY	07/13/12	224618	243.00-
CLEMENTS HARDWARE Sum							243.00-
00001 COBURN'S SUPPLY CO INC	624984740	00125123	11006935	DRAIN PIPE PUBLIC WORKS	07/13/12	224620	802.00-
00001 COBURN'S SUPPLY CO INC	605028981	00125434	11006992	PIPE SUPP PUBLIC WORKS	07/13/12	224620	802.00-
COBURN'S SUPPLY CO INC Sum							1,604.00-
00001 COMCAST CABLEVISION OF H	616824-01-8	00125397	11006854	INTERNET 7/12 #1 FIRE STA	07/13/12	224621	55.95-
00001 COMCAST CABLEVISION OF H	095776410200	00125576	11007021	BRDBAND 7/15-8/14 #7 FIRE STA	07/13/12	224621	45.95-
COMCAST CABLEVISION OF H Sum							101.90-
00001 COMSOUTH	165957	00125354	11006951	RADIO REPR-CLINTON-POLICE	07/13/12	224623	122.00-
00001 COMSOUTH	165761	00125398	11006988	RADIO REPR PUBLIC WORKS	07/13/12	224623	159.35-
COMSOUTH Sum							281.35-
00001 D L T SOLUTIONS INC	SI190150	00122817	11006971	AERIAL MAPS PLANN/MPO/ENGR	07/13/12	224626	7,040.00-
D L T SOLUTIONS INC Sum							7,040.00-
00001 DAYON'S AUTO SALES	PO#14629 6/2	00124629	11006870	GENERATOR MOUNTS ON TRAILERS	07/13/12	224630	3,700.00-
DAYON'S AUTO SALES Sum							3,700.00-
00001 DELTACOM 1058	31038783	00124732	11006812	RUN PHONE LINES LAND CODE DEPT	07/13/12	224631	225.00-
DELTACOM 1058 Sum							225.00-
00001 DEVINEY EQUIPMENT	IV95800	00124190	11006931	REPR PTS U#16076 STREET	07/13/12	224632	4,940.45-

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DEVINEY EQUIPMENT							
Sum							
00001 DUNAGIN PEST CONTROL(PRE	8389994	00125636	11007049	TERMITE CONTROL CITY BARN	07/13/12	224637	4,940.45-
DUNAGIN PEST CONTROL(PRE							395.00-
Sum							
00001 ECONOMY SUPPLY CO	172893	00124973	11006777	BLDG MATLS PURCHASING OFFICE	07/13/12	224644	1,392.68-
00001 ECONOMY SUPPLY CO	173139	00125122	11006788	PLYWOOD-TRAILER SHELVING	07/13/12	224644	128.52-
00001 ECONOMY SUPPLY CO	173686	00125387	11006989	BLDG MATLS PUBLIC WORKS	07/13/12	224644	46.60-
ECONOMY SUPPLY CO							1,567.80-
Sum							
00001 EMERGENCY EQUIPMENT PROF	403753	00125244	11006928	REPR PTS U#13932 FIRE DEPT	07/13/12	224649	511.36-
EMERGENCY EQUIPMENT PROF							511.36-
Sum							
00001 EVIDENT INC	67482A	00122802	11006918	EVIDENCE BAGS POLICE DEPT	07/13/12	224651	76.00-
00001 EVIDENT INC	69583A	00125406	11007044	EVIDENCE PRESERVATION SUPP	07/13/12	224651	58.50-
EVIDENT INC							134.50-
Sum							
00001 FASTENAL COMPANY	MSHAT142809	00125261	11006938	GATORADE PUBLIC WORKS	07/13/12	224655	554.90-
00001 FASTENAL COMPANY	MSHAT138865	00122531	11006996	DRILL BIT PINE ST GARAGE	07/13/12	224655	32.07-
FASTENAL COMPANY							586.97-
Sum							
00001 FORD, PHILLIP	PETTY CASH 7	00125603	11007022	PETTY CASH TRAFF/CONST/AIRPT	07/13/12	224658	301.42-
FORD, PHILLIP							301.42-
Sum							
00001 FORREST CTY CHANCERY CLK	BILLING #22	00125391	11006873	MONTHLY ARREARAGE 7/12	07/13/12	224659	13,798.91-
FORREST CTY CHANCERY CLK							13,798.91-
Sum							
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	02012561	11006999	BAD CHECK RECOVERY FEE	07/13/12	224660	40.00-
FORREST CTY DISTRICT ATT							40.00-
Sum							
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 7	00125374	11006857	EAP CHARGE 7/12	07/13/12	224661	1,785.00-
FORREST GENERAL HOSPITAL							1,785.00-
Sum							
00001 FUELMAN OF MS	BG127044 NP3	00125389	11006859	FUEL CHGS 6/18-24/12 POLICE	07/13/12	224662	70.89-
00001 FUELMAN OF MS	BG127044 NP3	00125486	11006947	FUEL CHGS 6/25-7/2/12 POLICE	07/13/12	224662	102.44-
FUELMAN OF MS							170.33-

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00001 G & K SERVICES	1035278116	00125317	11006795	UNIFORMS/MOP/MAT 6/05 ENGR	07/13/12	224669	8.90-
00001 G & K SERVICES	1035280210	00125317	11006796	UNIFORMS/MOP/MAT 6/12 ENGR	07/13/12	224669	8.90-
00001 G & K SERVICES	1035282313	00125317	11006797	UNIFORMS/MOP/MAT 6/19 ENGR	07/13/12	224669	8.90-
00001 G & K SERVICES	1035284356	00125317	11006798	UNIFORMS/MOP/MAT 6/26 ENGR	07/13/12	224669	8.90-
00001 G & K SERVICES	1035278115	00125331	11006813	UNIFORMS 6/05 SHOP	07/13/12	224669	48.00-
00001 G & K SERVICES	1035280209	00125331	11006814	UNIFORMS 6/12 SHOP	07/13/12	224669	48.00-
00001 G & K SERVICES	1035282312	00125331	11006815	UNIFORMS 6/19 SHOP	07/13/12	224669	48.00-
00001 G & K SERVICES	1035284355	00125331	11006816	UNIFORMS 6/26 SHOP	07/13/12	224669	48.00-
00001 G & K SERVICES	1035278105	00125331	11006817	UNIFORMS 6/05 GO&FS	07/13/12	224669	8.00-
00001 G & K SERVICES	1035280199	00125331	11006818	UNIFORMS 6/12 GO&FS	07/13/12	224669	8.00-
00001 G & K SERVICES	1035282302	00125331	11006819	UNIFORMS 6/19 GO&FS	07/13/12	224669	8.00-
00001 G & K SERVICES	1035278123	00125331	11006820	UNIFORMS 6/26 GO&FS	07/13/12	224669	8.00-
00001 G & K SERVICES	1035280217	00125331	11006822	MOP/MAT 6/12 GO&FS	07/13/12	224669	26.13-
00001 G & K SERVICES	1035282320	00125331	11006823	MOP/MAT 6/19 GO&FS	07/13/12	224669	26.13-
00001 G & K SERVICES	1035284363	00125331	11006824	MOP/MAT 6/26 GO&FS	07/13/12	224669	26.13-
00001 G & K SERVICES	1035278102	00125331	11006825	UNIFORMS 6/05 DRAINAGE	07/13/12	224669	27.58-
00001 G & K SERVICES	1035280196	00125331	11006826	UNIFORMS 6/12 DRAINAGE	07/13/12	224669	27.58-
00001 G & K SERVICES	1035282299	00125331	11006827	UNIFORMS 6/19 DRAINAGE	07/13/12	224669	27.58-
00001 G & K SERVICES	1035284342	00125331	11006828	UNIFORMS 6/26 DRAINAGE	07/13/12	224669	27.58-
00001 G & K SERVICES	1035278114	00125331	11006829	UNIFORMS 6/05 SANIT	07/13/12	224669	144.00-
00001 G & K SERVICES	1035280208	00125331	11006830	UNIFORMS 6/12 SANIT	07/13/12	224669	144.00-
00001 G & K SERVICES	1035282311	00125331	11006832	UNIFORMS 6/19 SANIT	07/13/12	224669	144.00-
00001 G & K SERVICES	1035284354	00125331	11006833	UNIFORMS 6/26 SANIT	07/13/12	224669	144.00-
00001 G & K SERVICES	1035278112	00125331	11006834	UNIFORMS 6/05 SANIT	07/13/12	224669	135.00-
00001 G & K SERVICES	1035280206	00125331	11006835	UNIFORMS 6/12 SANIT	07/13/12	224669	135.00-
00001 G & K SERVICES	1035282309	00125331	11006836	UNIFORMS 6/19 SANIT	07/13/12	224669	135.00-
00001 G & K SERVICES	1035284352	00125331	11006837	UNIFORMS 6/26 SANIT	07/13/12	224669	135.00-
00001 G & K SERVICES	1035278122	00125331	11006838	MOP/MAT 6/05 SANIT	07/13/12	224669	17.38-
00001 G & K SERVICES	1035280216	00125331	11006839	MOP/MAT 6/12 SANIT	07/13/12	224669	17.38-
00001 G & K SERVICES	1035282319	00125331	11006840	MOP/MAT 6/26 SANIT	07/13/12	224669	17.38-
00001 G & K SERVICES	1035284362	00125331	11006841	UNIFORMS 6/05 ST CLEAN	07/13/12	224669	26.16-
00001 G & K SERVICES	1035288106	00125331	11006842	UNIFORMS 6/12 ST CLEAN	07/13/12	224669	26.16-
00001 G & K SERVICES	1035280200	00125331	11006843	UNIFORMS 6/19 ST CLEAN	07/13/12	224669	26.16-
00001 G & K SERVICES	1035282303	00125331	11006844	UNIFORMS 6/26 ST CLEAN	07/13/12	224669	26.16-
00001 G & K SERVICES	1035284346	00125331	11006845	UNIFORMS 6/05 HEALTH	07/13/12	224669	20.00-
00001 G & K SERVICES	1035278111	00125331	11006846	UNIFORMS 6/12 HEALTH	07/13/12	224669	20.00-
00001 G & K SERVICES	1035280205	00125331	11006847	UNIFORMS 6/19 HEALTH	07/13/12	224669	20.00-
00001 G & K SERVICES	1035282308	00125331	11006848	UNIFORMS 6/26 HEALTH	07/13/12	224669	20.00-
00001 G & K SERVICES	1035284351	00125607	11007023	UNIFORMS 6/05 TRAFFIC	07/13/12	224669	24.00-
00001 G & K SERVICES	1035278108	00125607	11007024	UNIFORMS 6/12 TRAFFIC	07/13/12	224669	24.00-
00001 G & K SERVICES	1035280202	00125607	11007025	UNIFORMS 6/19 TRAFFIC	07/13/12	224669	24.00-
00001 G & K SERVICES	1035282305	00125607	11007026	UNIFORMS 6/26 TRAFFIC	07/13/12	224669	24.00-
00001 G & K SERVICES	1035284348	00125607	11007027	UNIFORMS 6/05 CONSTR	07/13/12	224669	47.09-
00001 G & K SERVICES	1035278109	00125607	11007028	UNIFORMS 6/12 CONSTR	07/13/12	224669	47.09-
00001 G & K SERVICES	1035280203	00125607	11007029	UNIFORMS 6/19 CONSTR	07/13/12	224669	47.09-
00001 G & K SERVICES	1035282306	00125607	11007030	UNIFORMS 6/26 CONSTR	07/13/12	224669	47.09-
00001 G & K SERVICES	1035284349	00125607	11007031	MOP/MAT 6/05 CONSTR	07/13/12	224669	2.95-
00001 G & K SERVICES	1035278120	00125607	11007032	MOP/MAT 6/12 CONSTR	07/13/12	224669	2.95-
00001 G & K SERVICES	1035280214	00125607	11007033	MOP/MAT 6/19 CONSTR	07/13/12	224669	2.95-
00001 G & K SERVICES	1035282317	00125607	11007034	MOP/MAT 6/26 CONSTR	07/13/12	224669	2.95-
00001 G & K SERVICES	1035284360	00125607	11007035	UNIFORMS 6/05 AIRPORT	07/13/12	224669	8.00-
00001 G & K SERVICES	1035278113	00125607	11007036	UNIFORMS 6/12 AIRPORT	07/13/12	224669	8.00-
00001 G & K SERVICES	1035280207	00125607	11007037	UNIFORMS 6/19 AIRPORT	07/13/12	224669	8.00-
00001 G & K SERVICES	1035282310	00125607	11007037	UNIFORMS 6/26 AIRPORT	07/13/12	224669	8.00-

173.33-

Sum

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G & K SERVICES	1035284353	00125607	11007038	UNIFORMS 6/26 AIRPORT	07/13/12	224669	8.00-
Sum							2,177.76-
00001 G A ADMINISTRATORS	CAFE PLAN AD	00125305	11006778	CAFE PLAN ADM FEES 6/12	07/13/12	224670	304.85-
Sum							304.85-
G G A ADMINISTRATORS							
00001 GARNER LUMLEY ELECTRIC S	477067	00125432	11006991	ELEC SUPP P/W DEPT DISPATCH	07/13/12	224672	73.96-
Sum							73.96-
GARNER LUMLEY ELECTRIC S							
00001 GILLILANDS ELECTRONICS S	52578	00125330	11006800	CHANGE ALARM CODES-GO&FS	07/13/12	224675	260.00-
00001 GILLILANDS ELECTRONICS S	52602	00125146	11006965	PHONE SYSTEM TRAFFIC/CONSTR	07/13/12	224675	4,950.00-
Sum							5,210.00-
GILLILANDS ELECTRONICS S							
00001 H'BURG AMERICAN	ACCT #1 H12998 38559	00125496	11006942	PROOFS PUBLICATION 6/12	07/13/12	224680	419.04-
Sum							419.04-
H'BURG AMERICAN	ACCT #1						
00001 H'BURG COCA COLA BOTTLIN	56802096240	00125165	11006775	DRINKING WATER-COUNCIL	07/13/12	224681	35.00-
Sum							35.00-
H'BURG COCA COLA BOTTLIN							
00001 H'BURG HYDRAULICS INC	47795	00125101	11006804	REPR PTS U#14405 SANIT	07/13/12	224682	93.71-
00001 H'BURG HYDRAULICS INC	47897	00125321	11006932	REPR PTS U#11911 STREET	07/13/12	224682	61.56-
00001 H'BURG HYDRAULICS INC	47898	00125321	11006933	REPR PTS U#14956 STREET	07/13/12	224682	224.59-
00001 H'BURG HYDRAULICS INC	47899	00125321	11006934	REPR PTS U#12065 STREET	07/13/12	224682	77.17-
00001 H'BURG HYDRAULICS INC	47900	00125322	11006939	REPR PTS U#16081 SANIT	07/13/12	224682	41.44-
Sum							498.47-
H'BURG HYDRAULICS INC							
000001 H'BURG PAINT AND DECORAT	W89341	00124522	11006899	PAINT SUPP PUB WORKS DOORS	07/13/12	224683	429.89-
Sum							429.89-
H'BURG PAINT AND DECORAT							
00001 HALSEN PRODUCTS COMPANY	0115525-IN	00125247	11006876	SAFETY VESTS CEMETERY	07/13/12	224684	50.76-
Sum							50.76-
HALSEN PRODUCTS COMPANY							
00001 HARDGES, KERRY	TRAVEL REIMB	00125489	11006955	EXPNS FIRE TRNG CLASSES JKSN	07/13/12	224685	112.27-
Sum							112.27-
HARDGES, KERRY							
00001 HARVEY, ROBERT G	PETTY CASH 4	00125585	11007039	PETTY CASH CEMETERY/FORESTRY	07/13/12	224688	112.50-

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HARVEY, ROBERT G Sum							112.50-
00001 HILL, LEROY COFFEE CO IN	8953	00125523	11006941	COFFEE SERV M/ADM	07/13/12	224691	59.97-
HILL, LEROY COFFEE CO IN Sum							59.97-
00001 HUDSON'S TREASURE HUNT (	MARK CARNEY	02012563	11007008	MERCHANT FEE & FINE	07/13/12	224695	7.82-
HUDSON'S TREASURE HUNT (							7.82-
Sum							7.82-
00001 INDOFF INC	2109205	00125235	11006868	COMPUTER EQUIP P/F ACADEMY	07/13/12	224696	616.95-
00001 INDOFF INC	2112381	00125323	11006978	OFFICE SUPP P/F ACADEMY	07/13/12	224696	256.25-
INDOFF INC Sum							873.20-
00001 INGRAM EQUIPMENT CO LLC	0015131-IN	00125320	11006995	REPR PTS U#13982 STREET	07/13/12	224697	278.00-
INGRAM EQUIPMENT CO LLC Sum							278.00-
00001 JOHNSON, JOSHUA	TRAVEL REIMB	00125455	11006925	EXPNS MAZ MATL TRNG JACKSON	07/13/12	224701	193.55-
JOHNSON, JOSHUA Sum							193.55-
00001 JOHNSON, W WESLEY PHD	#8 4/12-6/12	00125420	11006888	SERVS 4/12-6/12 JAIL DIV GRNT	07/13/12	224702	1,500.00-
JOHNSON, W WESLEY PHD Sum							1,500.00-
00001 KENTWOOD SPRINGWATER	001016	00125587	11007017	DRINKING WATER POLICE DEPT	07/13/12	224712	161.25-
KENTWOOD SPRINGWATER Sum							161.25-
00001 LEWIS, WILLIAM	TRAVEL REIMB	00125453	11006927	EXPNS HAZ MATL TRNG JACKSON	07/13/12	224720	175.72-
LEWIS, WILLIAM Sum							175.72-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00125487	11006949	ONLINE SEARCHES 6/12 POLICE	07/13/12	224721	50.00-
LEXISNEXIS RISK DATA MAN Sum							50.00-
00001 LOWE'S OF HATTIESBURG IN	967031	00124357	11006885	STEP LADDER/DRILL-POL MAINT	07/13/12	224724	147.97-
00001 LOWE'S OF HATTIESBURG IN	967236	00124633	11006886	MAILBOX/CONCRETE MIX	07/13/12	224724	83.44-
LOWE'S OF HATTIESBURG IN Sum							231.41-
00001 MAPDIVA LLC	PO#125168 6/	00125168	11006856	MAPPING SOFTWARE GIS DEPT	07/13/12	224726	99.00-

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MAPDIVA LLC							
Sum							99.00-
00001 MAULDIN COMPANY	105506	00124777	11006998	REPR PTS U#12065 STREET	07/13/12	224727	201.85-
00001 MAULDIN COMPANY	105752	00125066	11007045	REPR PTS U#12065 STREET	07/13/12	224727	419.30-
MAULDIN COMPANY							
Sum							621.15-
00001 MCCAIN UNIFORMS	229425-1	00123567	11006974	DRESS COATS FLEMING/BULLOCK	07/13/12	224729	440.00-
00001 MCCAIN UNIFORMS	232609-1	00125421	11006979	UNIFORM PANTS FIRE DEPT	07/13/12	224729	88.00-
00001 MCCAIN UNIFORMS	230037-1	00124165	11007015	DRESS COAT-LANE-POLICE	07/13/12	224729	220.00-
00001 MCCAIN UNIFORMS	230425-1	00124165	11007016	DRESS COAT-MISENHELLER-POLICE	07/13/12	224729	220.00-
00001 MCCAIN UNIFORMS	231016-1	00124165	11007040	CREDIT	07/13/12	224729	220.00-
00001 MCCAIN UNIFORMS	231551-1	00124165	11007041	DRESS COAT-POLICE	07/13/12	224729	220.00-
MCCAIN UNIFORMS							
Sum							968.00-
00001 MCELHANEY PLUMBING INC	191250	00124529	11006881	HARDWARE SUPP 6/12 POLICE	07/13/12	224731	13.98-
00001 MCELHANEY PLUMBING INC	192445	00125409	11007050	GENERATOR FUEL LINE PTS-DEPOT	07/13/12	224731	162.02-
MCELHANEY PLUMBING INC							
Sum							176.00-
00001 MEGAGATE	205876-00	6/ 00125643	11007052	INET/NETWORK 7/12 INFO TECH	07/13/12	224733	7,870.08-
MEGAGATE							
Sum							7,870.08-
00001 METRO CRIMESTOPPERS INC	07/11/12	02012532	11007004	CITY COURT COSTS 6/12	07/11/12	16700	1,226.05-
METRO CRIMESTOPPERS INC							
Sum							1,226.05-
00001 MOLLY MAID	SERVICES 7/1	00125412	11006901	SERVS 7/12 CEM/FORESTRY OFFC	07/13/12	224737	245.00-
MOLLY MAID							
Sum							245.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02012540	11006883	LONG DIST 6/12 VARI DEPTS	07/13/12	224743	10,358.76-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02012544	11006884	NCIC CHARGE 6/12 POLICE DEPT	07/13/12	224743	338.95-
MS DEPT OF INFORMATION T							
Sum							10,697.71-
00001 MS EMBROIDERY COMPANY	7076	00119745	11006890	BALL CAPS-SMITH-NET TEAM	07/13/12	224744	40.00-
00001 MS EMBROIDERY COMPANY	7342	00123522	11006891	SHIRTS/CAPS-SPECIAL OPS	07/13/12	224744	235.00-
00001 MS EMBROIDERY COMPANY	7477	00124575	11006892	MTRCYCLE SHIRTS-TAPP-POLICE	07/13/12	224744	84.00-
00001 MS EMBROIDERY COMPANY	7304	00123248	11006917	SHIRTS STRIKE TEAM/CAPT DAVIS	07/13/12	224744	1,269.00-
MS EMBROIDERY COMPANY							
Sum							1,628.00-
00001 MS POWER COMPANY	7/12 GENERAL	00201219	11007011	MONTHLY ELEC-GENERAL	07/13/12	224745	6,034.52-
MS POWER COMPANY							
Sum							6,034.52-

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Sum							6,034.52-
00001 MS STATE/TREASURER/FINAN	7/2012	02012533	11006964	FINE COLLECTIONS 6/12	07/10/12	16697	71,648.31-
MS STATE/TREASURER/FINAN							71,648.31-
Sum							
00001 MYERS, EDGAR R	TRAVEL REIMB	00125438	11006889	MILEAGE MML CONF BILLOXI	07/13/12	224748	93.24-
MYERS, EDGAR R							93.24-
Sum							93.24-
00001 NAPA AUTO PARTS	470078	00124897	11006784	REPR PTS/SUPP POLICE STOCK	07/13/12	224750	213.63-
00001 NAPA AUTO PARTS	470076	00124900	11006792	REPR PTS U#15784 STREET	07/13/12	224750	36.92-
00001 NAPA AUTO PARTS	470080	00124961	11006793	REPR PTS U#14714 HEALT#	07/13/12	224750	211.83-
00001 NAPA AUTO PARTS	470079	00124961	11006794	REPR PTS U#15964 SANIT	07/13/12	224750	12.58-
00001 NAPA AUTO PARTS	471385	00125445	11006981	REPR PTS FIRE DEPT STOCK	07/13/12	224750	232.76-
NAPA AUTO PARTS							
Sum							707.72-
00001 NATL ASSN OF TOWN WATCH	17660	00125116	11006943	SHIRTS/CAPS NATL NIGHT OUT	07/13/12	224752	2,921.84-
00001 NATL ASSN OF TOWN WATCH	17659	00125117	11006944	MERCHANDISE NATL NIGHT OUT	07/13/12	224752	3,435.55-
NATL ASSN OF TOWN WATCH							
Sum							6,357.39-
00001 NEWELL PAPER COMPANY	537834	00125194	11006785	JANIT SUPP P/F ACADEMY	07/13/12	224753	297.04-
00001 NEWELL PAPER COMPANY	537834 (B)	00125314	11006786	ADDL AMT DUE PO#125194	07/13/12	224753	109.20-
00001 NEWELL PAPER COMPANY	538074	00125413	11006894	JANIT SUPP P/F ACADEMY	07/13/12	224753	50.00-
00001 NEWELL PAPER COMPANY	538594	00125417	11007042	JANIT SUPP POLICE DEPT	07/13/12	224753	1,707.50-
NEWELL PAPER COMPANY							
Sum							2,163.74-
00001 OFFICE DEPOT INC	613660688001	00124581	11006781	PRINTER INK PATROL DIVISION	07/13/12	224755	68.28-
00001 OFFICE DEPOT INC	613662759001	00124995	11006782	PRINTER INK POLICE DEPT	07/13/12	224755	140.89-
00001 OFFICE DEPOT INC	615023738001	00125166	11006855	COPY PAPER MPO/GIS OFFICES	07/13/12	224755	261.26-
00001 OFFICE DEPOT INC	614633199001	00124766	11006920	OFFICE SUPP P/F ACADEMY	07/13/12	224755	52.79-
00001 OFFICE DEPOT INC	614633200001	00124766	11006921	OFFICE SUPP P/F ACADEMY	07/13/12	224755	144.00-
00001 OFFICE DEPOT INC	615019179001	00124766	11006922	OFFICE SUPP P/F ACADEMY	07/13/12	224755	93.37-
00001 OFFICE DEPOT INC	614986468001	00125180	11006932	COPY PAPER P/F ACADEMY	07/13/12	224755	371.88-
00001 OFFICE DEPOT INC	614986653001	00125192	11006953	OFFICE SUPP P/F ACADEMY	07/13/12	224755	129.90-
00001 OFFICE DEPOT INC	614986652001	00125192	11006954	OFFICE SUPP P/F ACADEMY	07/13/12	224755	367.36-
00001 OFFICE DEPOT INC	615024897001	00125177	11006966	OFFICE SUPP MPO	07/13/12	224755	350.32-
00001 OFFICE DEPOT INC	615024898001	00125177	11006967	OFFICE SUPP MPO	07/13/12	224755	19.99-
00001 OFFICE DEPOT INC	615024899001	00125177	11006968	OFFICE SUPP MPO	07/13/12	224755	24.66-
00001 OFFICE DEPOT INC	615024900001	00125177	11006970	OFFICE SUPP MPO	07/13/12	224755	27.98-
00001 OFFICE DEPOT INC	615024901001	00125177	11006970	OFFICE SUPP MPO	07/13/12	224755	13.74-
00001 OFFICE DEPOT INC	615022943001	00124992	11006983	OFFICE SUPP LAND CODE	07/13/12	224755	343.08-
00001 OFFICE DEPOT INC	615022944001	00124992	11006984	OFFICE SUPP LAND CODE	07/13/12	224755	44.70-
00001 OFFICE DEPOT INC	615022949001	00124992	11006985	OFFICE SUPP LAND CODE	07/13/12	224755	62.95-
00001 OFFICE DEPOT INC	615452671001	00124992	11006986	OFFICE SUPP LAND CODE	07/13/12	224755	.63-
00001 OFFICE DEPOT INC	614633201001	00124766	11006997	OFFICE SUPP P/F ACADEMY	07/13/12	224755	34.74-
OFFICE DEPOT INC							
Sum							2,552.52-

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PEANUTS TOWING SERVICE	60455	00125357	11006866	TOWING U#17570 POLICE	07/13/12	224757	65.00-
00001 PEANUTS TOWING SERVICE	60357	00125474	11006950	TOWING U#16755 POLICE	07/13/12	224757	165.00-
Sum							230.00-
PEARL RIVER VALLEY EPA (	102100005	6/ 00201219	11007013	MONTHLY 7/12 #8 FIRE STA	07/13/12	224758	1,105.59-
00001 PEARL RIVER VALLEY EPA (	7/12 GENERAL	00201219	11007014	MONTHLY 7/12 PUBLIC SERVICES	07/13/12	224758	4,354.00-
Sum							5,459.59-
PEARL RIVER VALLEY EPA (	4/12-6/12 GR	00125393	11006850	SALARY-DOWNEY-JAIL DIV GRANT	07/13/12	224760	1,386.96-
00001 PINE BELT MENTAL HEALTHC	30JUNE12 GRA	00125394	11006851	REIMB CLIENT CHGS	07/13/12	224760	30,991.17-
Sum							32,378.13-
PINE BELT MENTAL HEALTHC	6/1-6/30/12	00125395	11006860	MINIT MART CHGS 6/12 POLICE	07/13/12	224761	5,381.90-
00001 PINE BELT OIL COMPANY IN	6/1-6/30/12	00125395	11006861	MINIT MART CHGS 6/12 FIRE	07/13/12	224761	1,398.07-
00001 PINE BELT OIL COMPANY IN	6/1-6/30/12	00125395	11006862	MINIT MART CHGS 6/12 FIRE	07/13/12	224761	166.37-
00001 PINE BELT OIL COMPANY IN	3508677	00125299	11006904	GASOLINE PUBLIC WORKS	07/13/12	224761	20,330.77-
00001 PINE BELT OIL COMPANY IN	1003073	00125299	11006905	DIESEL PUBLIC WORKS	07/13/12	224761	12,714.76-
00001 PINE BELT OIL COMPANY IN	593689	00125408	11006957	GENERATOR FUEL LINE PTS CONST	07/13/12	224761	57.34-
00001 PINE BELT OIL COMPANY IN	593327	00125623	11007046	MONTHLY GAS CARD FEES	07/13/12	224761	513.69-
Sum							40,562.90-
PINE BELT OIL COMPANY IN	100006	5/31- 00125521	11006959	REFUSE DISPOSAL 5/31-6/29	07/13/12	224762	34,458.85-
00001 PINE BELT REGIONAL SOLID							34,458.85-
Sum							34,458.85-
PRUITT GROUP, THE	LOBBY RETAIN	00125372	11006858	LOBBYING RETAINER FEE 7/12	07/13/12	224768	3,000.00-
00001 PRUITT GROUP, THE							3,000.00-
Sum							3,000.00-
PUCKETT RENTS	347487-0001	00125021	11006791	HAND TOOLS ASPHALT CREWS	07/13/12	224769	226.84-
00001 PUCKETT RENTS							226.84-
Sum							226.84-
RELIABLE WELDING & MACH	38013	00125144	11006805	REPRS U#16081 SANIT	07/13/12	224771	5,685.41-
00001 RELIABLE WELDING & MACH	38014	00125144	11006806	REPRS U#14402 SANIT	07/13/12	224771	613.37-
00001 RELIABLE WELDING & MACH	38015	00125144	11006807	REPRS U#14402 SANIT	07/13/12	224771	2,271.44-
Sum							8,570.22-
RELIABLE WELDING & MACH	282548	00125390	11006867	COPIER MNT 5/28-6/28 DETECTVS	07/13/12	224773	518.00-
00001 RJ YOUNG COMPANY	282500	00125392	11006872	COPIER MNT 5/28-6/28 FIRE	07/13/12	224773	196.00-
00001 RJ YOUNG COMPANY	282910	00125403	11006900	COPIER MAINT 5/28-6/28 ENGR	07/13/12	224773	400.63-
00001 RJ YOUNG COMPANY	277923	00125457	11006910	COPIER MAINT 4/28-5/28 PLANN	07/13/12	224773	390.00-
00001 RJ YOUNG COMPANY	282511	00125457	11006911	COPIER MAINT 5/28-6/28 PLANN	07/13/12	224773	390.00-
00001 RJ YOUNG COMPANY	282104	00125463	11007020	COPIER MNT 5/26-6/26 ACADEMY	07/13/12	224773	291.02-

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RJ YOUNG COMPANY							
Sum							
00001 ROBERTS, J L & ASSOCIATE	25239		00124798	11006878 PARKING CARDS PINE ST GARAGE	07/13/12	224774	532.00-
Sum							2,185.65-
ROBERTS, J L & ASSOCIATE							
Sum							
00001 ROK BROTHERS INC	00049435		00124234	11006893 REPR PTS POLICE STOCK	07/13/12	224777	532.00-
Sum							856.15-
ROK BROTHERS INC							
Sum							
00001 SCHWANDT, MARILYN T	PETTY CASH 6	00125448	11006906	PETTY CASH VARI DEPTS	07/13/12	224782	462.75-
00001 SCHWANDT, MARILYN T	TRAVEL REIMB	00125441	11006914	EXPNS MML CONF BLOXI	07/13/12	224783	59.58-
Sum							522.33-
SCHWANDT, MARILYN T							
Sum							
00001 SHERWIN-WILLIAMS COMPANY	8653-7		00124630	11006789 PAINT SUPP PK LOT STRIPING	07/13/12	224786	142.50-
00001 SHERWIN-WILLIAMS COMPANY	3484-0		00124972	11006852 PAINT/SUPP PURCH CABINETS	07/13/12	224786	292.82-
00001 SHERWIN-WILLIAMS COMPANY	8925-9		00125201	11006875 PAINT MACHINE PTS TRAFFIC	07/13/12	224786	109.50-
00001 SHERWIN-WILLIAMS COMPANY	5998-9		00122856	11006936 PAINT SUPP GEN WALL T DEPOT	07/13/12	224786	659.22-
00001 SHERWIN-WILLIAMS COMPANY	8668-5		00122856	11006937 PAINT SUPP GEN WALL T DEPOT	07/13/12	224786	171.75-
Sum							1,375.79-
SHERWIN-WILLIAMS COMPANY							
Sum							
00001 SHOWS DEARMAN & WAITS IN	17021		00125540	11006990 SERV 5/26-6/23 W PINE SIGNALS	07/13/12	224787	150.00-
Sum							150.00-
SHOWS DEARMAN & WAITS IN							
Sum							
00001 SOLAR SUPPLY INC	3432504		00125287	11006801 DUCT WORK P/W MAIN OFFICE	07/13/12	224796	144.98-
00001 SOLAR SUPPLY INC	3432506		00125310	11006802 A/C PARTS PUBLIC WORKS	07/13/12	224796	424.21-
00001 SOLAR SUPPLY INC	3432563		00124917	11006961 CHEMICALS-SHOP	07/13/12	224796	37.12-
Sum							606.31-
SOLAR SUPPLY INC							
Sum							
00001 SOUTH MS BUSINESS MACHIN	AR63210		00125458	11006993 TIME CLOCK SANIT DEPT	07/13/12	224797	516.02-
00001 SOUTH MS BUSINESS MACHIN	AR63133		00125584	11007019 COPIER MNT 7/12-7/13 POL ADM	07/13/12	224797	2,194.50-
Sum							2,710.52-
SOUTH MS BUSINESS MACHIN							
Sum							
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 5/16/	02012556	11007001	POLICE FINES COLL.FEE	07/13/12	224799	724.76-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 5/17	02012557	11007002	POLICE FINES COLL.FEE	07/13/12	224799	1,606.82-
Sum							2,331.58-
SOUTHERN FINANCIAL SYSTE							
Sum							
00001 SOUTHERN PINE ELECTRIC P	7/12 GENERAL	00201219	11007051	MONTHLY 7/12 PUBLIC SERVICES	07/13/12	224800	1,281.16-
Sum							1,281.16-
SOUTHERN PINE ELECTRIC P							
Sum							

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00001 STANDARD OFFICE SUPPLY C	0025672-001	00125278	11006776	RECEIVER PAPER ACCTG DEPT	07/13/12	224803	119.80-
00001 STANDARD OFFICE SUPPLY C	0025716-001	00125198	11006790	VIOLATION POSTERS/STICKERS	07/13/12	224803	528.40-
00001 STANDARD OFFICE SUPPLY C	0025006-001	00124563	11006907	OFFICE SUPP RISK MGMT	07/13/12	224803	44.47-
00001 STANDARD OFFICE SUPPLY C	0025030-001	00124563	11006908	OFFICE SUPP RISK MGMT	07/13/12	224803	47.98-
00001 STANDARD OFFICE SUPPLY C	0025804-001	00125353	11006915	COPY PAPER POLICE DEPT	07/13/12	224803	360.00-
00001 STANDARD OFFICE SUPPLY C	0025204-001	00124796	11006916	OFFICE SUPP LIFE OF S MS	07/13/12	224803	314.41-
00001 STANDARD OFFICE SUPPLY C	0025815-001	00125369	11006973	PRINTER SUPP POLICE DEPT	07/13/12	224803	919.98-
STANDARD OFFICE SUPPLY C							2,335.04-
Sum							
00001 SUNBELT FANS & LIGHTING	140326	00124782	11006896	FANS #7 FIRE STA	07/13/12	224806	572.00-
SUNBELT FANS & LIGHTING							
Sum							572.00-
00001 SUPER SEER CORP	52961	00124577	11006948	MTRCYCLE HELMET-TAPP-POLICE	07/13/12	224807	326.42-
SUPER SEER CORP							
Sum							326.42-
00001 TEMPLE INC	INV0112254	00121642	11006897	BATTERIES-TRAFFIC STOCK	07/13/12	224808	394.00-
00001 TEMPLE INC	INV0113035	00121642	11006898	BATTERIES TRAFFIC STOCK	07/13/12	224808	882.81-
TEMPLE INC							
Sum							1,276.81-
00001 THOMPSON, EMILY (REFUND)	DAMAGE DEP R	02012554	11007000	DAMAGE DEPOSIT REFUND	07/13/12	224810	300.00-
THOMPSON, EMILY (REFUND)							
Sum							300.00-
00001 THYSENKRUPP ELEVATOR CO	258397	00125371	11006879	7/12 MAINT PINE ST GARAGE	07/13/12	224812	410.45-
THYSENKRUPP ELEVATOR CO							
Sum							410.45-
00001 TIFCO INDUSTRIES	70778816	00125022	11006799	WELDING SHOP SUPP	07/13/12	224813	127.54-
TIFCO INDUSTRIES							
Sum							127.54-
00001 TOCOHUA, COXCAHUA (REFUN		02012562	11007005	MUNICIPAL COURT REFUND	07/13/12	224814	587.50-
TOCOHUA, COXCAHUA (REFUN							
Sum							587.50-
00001 TRAXLER JON D	TRAVEL REIMB	00125414	11006895	EXPNS TRAINING CLASS OXFORD	07/13/12	224815	270.92-
TRAXLER JON D							
Sum							270.92-
00001 TRUCK SERVICE & EQUIPMEN	307024	00124213	11006929	REPR PTS U#13933 FIRE DEPT	07/13/12	224819	289.29-
00001 TRUCK SERVICE & EQUIPMEN	307499	00125095	11006940	REPR PTS U#14405 SANIT	07/13/12	224819	89.10-
TRUCK SERVICE & EQUIPMEN							
Sum							378.39-

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00001 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	18143/284011	02012538	11006770	GARBAGE CAN LEASE DUE 7/31	07/02/12	16686	23,186.40-
00001 UNITED PARCEL SERVICE IN UNITED PARCEL SERVICE IN Sum	00008E1Y1525	00125356	11006864	SERVS 5/20/12 POLICE	07/13/12	224824	18.61-
00001 UNIVERSITY TIRE & SERVIC UNIVERSITY TIRE & SERVIC Sum	409815	00125501	11007047	FLAT REPR U#14042 STREET	07/13/12	224825	17.68-
00001 V F W OF THE US V F W OF THE US Sum	PARKING SPAC	00125373	11006880	PARKING SPACES 7/12	07/13/12	224827	75.00-
00001 VETERINARY ASSOCIATES OF VETERINARY ASSOCIATES OF Sum	8575 149707	00125586	11007018	SERVS-ALEX-POLICE K-9	07/13/12	224829	76.50-
00001 WALGREEN'S (BAD CK RECOV WALGREEN'S (BAD CK RECOV Sum	SHEILIA A HOD	02012563	11007009	MERCHANT FEE & FINE	07/13/12	224831	42.82-
00001 WASTE MANAGEMENT OF SOUT 00001 WASTE MANAGEMENT OF SOUT Sum	0005717-2526	00125316	11006808	REFUSE DISPOSAL 6/1-21 SANIT	07/13/12	224834	6,431.26-
WASTE MANAGEMENT OF SOUT Sum	005749-2526-	00125322	11006960	REFUSE DISPOSAL 6/18-29/12	07/13/12	224834	6,536.86-
00001 WASTE PRO HATTIESBURG WASTE PRO HATTIESBURG Sum	0000167493	00125562	11006994	RECYCLING SERVICES SANIT	07/13/12	224835	12,968.12-
00001 WATERS INTERNATIONAL TRU 00001 WATERS INTERNATIONAL TRU Sum	8-221800047	00125302	11006958	REPR PTS SANIT SHOP	07/13/12	224836	3,450.00-
WATERS INTERNATIONAL TRU Sum	8-221920055	00125557	11006982	REPR PTS U#15491 FIRE	07/13/12	224836	166.08-
00001 WEAVER, SHANNON WEAVER, SHANNON Sum	TRAVEL REIMB	00125454	11006924	EXPNS TRNG CLASS OXFORD,MS	07/13/12	224837	209.72-
00001 WILLMUT GAS & OIL COMPAN WILLMUT GAS & OIL COMPAN Sum	7/12 GENERAL	00201219	11007010	MONTHLY GAS-GENERAL	07/13/12	224838	375.80-
							254.62-
							254.62-
							329.05-
							329.05-

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00001 WORKWELL SERVICES	04604 3760	00125292	11006779	EMP DRUG SCREENS 5/12	07/13/12	224840	1,221.00-
WORKWELL SERVICES							1,221.00-
Sum							
00001 1ST SOURCE SERVALL	EC842125	00123568	11006912	A/C MAINT SUPP CITY HALL	07/13/12	224842	224.44-
00001 1ST SOURCE SERVALL	EC842125-1	00123568	11006913	A/C MAINT SUPP CITY HALL	07/13/12	224842	69.31-
1ST SOURCE SERVALL							293.75-
Sum							
Sum							1,222,213.16-

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PARKS & RECREATION FUND 00002 ADAMS NURSERY	303506	00124990	11001987	PINE STRAW BALES	07/13/12	224562	66.00-
ADAMS NURSERY Sum							66.00-
00002 ADAMS, CHARLES	SPORTS SERVS 02012559	11002064	SPORTS SUPPORT SERVICES		07/13/12	224563	28.00-
ADAMS, CHARLES Sum							28.00-
00002 AGRI-AFC LLC	1027813	00123987	11002011	MOLE CRICKET CHEMICALS-TATUM	07/13/12	224566	297.50-
AGRI-AFC LLC Sum							297.50-
00002 ALL SOUTH PORTABLE SANIT	8916	00125284	11001978	PORTALETTS 7/12 TATUM PARK	07/13/12	224570	150.00-
ALL SOUTH PORTABLE SANIT Sum							150.00-
00002 ALLEN, MATT	OFFICIAL 6/2 02012560	11002021	OFFICIAL-ADULT SOFTBALL		07/13/12	224572	51.00-
ALLEN, MATT Sum							51.00-
00002 ANOINTED HANDS CLEANING	SERVICE 6/12 00125340	11002012	SERV 6/12 GRNDS MAINT OFFICE		07/13/12	224573	250.00-
ANOINTED HANDS CLEANING Sum							250.00-
00002 ASHLEY'S SPORTING GOODS	7324	00125053	11001972	SCOREBOOKS SUMMER SOFTBALL	07/13/12	224577	99.80-
ASHLEY'S SPORTING GOODS Sum							99.80-
00002 BARHAM, BRENT KENNETH	SPORTS SERVS 02012558	11001995	SPORTS SERVS-DIXIE MAJORS		07/13/12	224584	250.00-
BARHAM, BRENT KENNETH Sum							250.00-
00002 BENNETT'S LOCK & KEY SHO	61612	00125377	11001974	LOCKS/KEYS VARI PARKS	07/13/12	224586	294.75-
BENNETT'S LOCK & KEY SHO Sum							294.75-
00002 BETTS, SHERMAN	OFFICIAL 6/2 02012560	11002022	OFFICIAL-ADULT SOFTBALL		07/13/12	224589	306.00-
BETTS, SHERMAN Sum							306.00-
00002 BOND, MARK	OFFICIAL 6/2 02012560	11002023	OFFICIAL-ADULT SOFTBALL		07/13/12	224591	156.00-
BOND, MARK Sum							156.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0112206	00125215	11001958	REPRS U#16977 GRNDS MAINT	07/13/12	224595	191.44-

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BRACKMAN MOWER WAREHOUSE	00002	IN0112205	00125216	11001959 REPRS U#15517 GRNDS MAINT	07/13/12	224595	560.33-
BRACKMAN MOWER WAREHOUSE	00002	IN0112204	00125218	11001960 REPRS U#16979 GRNDS MAINT	07/13/12	224595	84.48-
BRACKMAN MOWER WAREHOUSE	00002	IN0112203	00125217	11001963 REPRS U#14980 GRNDS MAINT	07/13/12	224595	35.00-
BRACKMAN MOWER WAREHOUSE	00002	IN0112336	00125133	11001976 REPR PTS GRNDS MAINT UNITS	07/13/12	224595	468.02-
BRACKMAN MOWER WAREHOUSE	00002	0112339	00125251	11001977 WEDEATER STRING GRNDS MAINT	07/13/12	224595	66.00-
BRACKMAN MOWER WAREHOUSE	Sum						1,405.27-
BURKE, HOWARD	00002	OFFICIAL 6/2	02012560	11002024 OFFICIAL-ADULT SOFTBALL	07/13/12	224598	170.00-
BURKE, HOWARD	Sum						170.00-
CATCHINGS, THOMAS W	00002	OFFICIAL 6/2	02012560	11002025 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224609	30.00-
CATCHINGS, THOMAS W	Sum						30.00-
CITY OF HATTIESBURG FUND	00002	07/11/12	02012527	11001994 TRF 1ST 7/12 PAYROLL	07/11/12	35807	70,266.60-
CITY OF HATTIESBURG FUND	Sum						70,266.60-
CLEMENTS HARDWARE	00002	103107	00125272	11001980 WATER COOLERS GRNDS CREWS	07/13/12	224618	93.08-
CLEMENTS HARDWARE	Sum						93.08-
COMMERCIAL STATIONERY CO	00002	COMMERCIAL STATIONERY CO 330185-0	00124659	11001989 SUPP SUMMER DAY CAMP 2012	07/13/12	224622	72.89-
COMMERCIAL STATIONERY CO	00002	COMMERCIAL STATIONERY CO 330186-0	00124659	11001990 SUPP SUMMER DAY CAMP 2012	07/13/12	224622	154.00-
COMMERCIAL STATIONERY CO	Sum						226.89-
CURTIS, MALCOLM	00002	OFFICIAL 6/2	02012560	11002026 OFFICIAL-ADULT SOFTBALL	07/13/12	224625	238.00-
CURTIS, MALCOLM	Sum						238.00-
DALEY, WILLIAM	00002	SPORTS SERVS 02012558	11001996	SPORTS SERVS-DIXIE MAJORS	07/13/12	224628	35.00-
DALEY, WILLIAM	Sum						35.00-
DAVIS, TYRSE	00002	SPORTS SERVS 02012559	11002050	SPORTS SUPPORT SERVICES	07/13/12	224629	210.00-
DAVIS, TYRSE	Sum						210.00-
DINKINS, ANDREW	00002	OFFICIAL 6/2	02012560	11002027 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224633	20.00-
DINKINS, ANDREW	Sum						20.00-
DIXON, TIMOTHY	00002	OFFICIAL 6/2	02012560	11002028 OFFICIAL-ADULT SOFTBALL	07/13/12	224634	272.00-
DIXON, TIMOTHY	Sum						272.00-

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DIXON, TIMOTHY Sum							272.00-
00002 DOSSETT, KENNY				SPORTS SERVS 02012558 11001997 SPORTS SERVS-DIXIE MAJORS	07/13/12	224635	85.00-
DOSSETT, KENNY Sum							85.00-
00002 DUNCAN, MICHAEL				SPORTS SERVS 02012559 11002051 SPORTS SUPPORT SERVICES	07/13/12	224638	400.00-
DUNCAN, MICHAEL Sum							400.00-
00002 DUNMORE, JOHNATHAN				SPORTS SERVS 02012559 11002052 SPORTS SUPPORT SERVICES	07/13/12	224640	203.00-
DUNMORE, JOHNATHAN Sum							203.00-
00002 EASLEY, CHARLES EDWARD				SPORTS SERVS 02012558 11001998 SPORTS SERVS-DIXIE MAJORS	07/13/12	224642	250.00-
EASLEY, CHARLES EDWARD Sum							250.00-
00002 EASTERLING, ISAIAH (POLL				OFFICIAL 6/2 02012560 11002029 OFFICIAL-ADULT SOFTBALL	07/13/12	224643	289.00-
EASTERLING, ISAIAH (POLL Sum							289.00-
00002 ECONOMY SUPPLY CO	173274	00125242	11001957	WOOD SHINGLES FAIRCHILD PARK	07/13/12	224644	171.40-
ECONOMY SUPPLY CO Sum							171.40-
00002 EDWARDS, HELEN				SPORTS SERVS 02012559 11002065 SPORTS SUPPORT SERVICES	07/13/12	224645	175.00-
EDWARDS, HELEN Sum							175.00-
00002 ELKINS WHOLESALE INC	145321-00	00125252	11001954	JANIT SUPP GRNDS MAINT	07/13/12	224647	534.65-
00002 ELKINS WHOLESALE INC	145831-00 &	00125345	11002014	JANIT SUPP GRNDS MAINT	07/13/12	224647	386.94-
00002 ELKINS WHOLESALE INC	146383-00	00125483	11002015	JANIT SUPP UNETTA ST GUM	07/13/12	224647	260.10-
ELKINS WHOLESALE INC Sum							1,181.69-
00002 ESTERS, WILLARD (BUTCH)				OFFICIAL 6/2 02012560 11002030 OFFICIAL-ADULT SOFTBALL	07/13/12	224650	204.00-
ESTERS, WILLARD (BUTCH) Sum							204.00-
00002 FAIRLEY, DEMETRIS J				SPORTS SERVS 02012559 11002053 SPORTS SUPPORT SERVICES	07/13/12	224653	203.00-
FAIRLEY, DEMETRIS J Sum							203.00-
00002 FAIRLEY, WILLIAM (VASTON				SPORTS SERVS 02012559 11002054 SPORTS SUPPORT SERVICES	07/13/12	224654	300.00-

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FAIRLEY, WILLIAM (VASTON Sum							300.00-
00002 FERRELL, JOEL	OFFICIAL 6/2	02012560	11002031	OFFICIAL-ADULT SOFTBALL	07/13/12	224656	68.00-
FERRELL, JOEL Sum							68.00-
00002 FLYNT, PHILLIP	SPORTS SERVS	02012558	11001999	SPORTS SERVS-DIXIE MAJORS	07/13/12	224657	125.00-
FLYNT, PHILLIP Sum							125.00-
00002 G & K SERVICES	1035278101	00125338	11001964	UNIFORMS 6/05 GRNDS MAINT	07/13/12	224669	96.00-
00002 G & K SERVICES	1035280195	00125338	11001965	UNIFORMS 6/12 GRNDS MAINT	07/13/12	224669	96.00-
00002 G & K SERVICES	1035282298	00125338	11001966	UNIFORMS 6/19 GRNDS MAINT	07/13/12	224669	96.00-
00002 G & K SERVICES	1035284341	00125338	11001967	UNIFORMS 6/26 GRNDS MAINT	07/13/12	224669	96.00-
00002 G & K SERVICES	1035278121	00125339	11001968	MATS 6/05 GRNDS MAINT	07/13/12	224669	3.50-
00002 G & K SERVICES	1035280215	00125339	11001969	MATS 6/12 GRNDS MAINT	07/13/12	224669	3.50-
00002 G & K SERVICES	1035282318	00125339	11001970	MATS 6/19 GRNDS MAINT	07/13/12	224669	3.50-
00002 G & K SERVICES	1035284361	00125339	11001971	MATS 6/26 GRNDS MAINT	07/13/12	224669	3.50-
G & K SERVICES Sum							398.00-
00002 GALVIN, KRISTIN	SPORTS SERVS	02012559	11002055	SPORTS SUPPORT SERVICES	07/13/12	224671	182.00-
GALVIN, KRISTIN Sum							182.00-
00002 GEORGE'S SPORTING GOODS	5480JP	00125419	11001985	T SHIRTS SUMMER DAY CAMP 2012	07/13/12	224673	146.10-
GEORGE'S SPORTING GOODS Sum							146.10-
00002 GRAVES, JEREMY	SPORTS SERVS	02012558	11002000	SPORTS SERVS-DIXIE MAJORS	07/13/12	224677	170.00-
GRAVES, JEREMY Sum							170.00-
00002 GRAVES, STEVEN	SPORTS SERVS	02012558	11002001	SPORTS SERVS-DIXIE MAJORS	07/13/12	224678	91.00-
GRAVES, STEVEN Sum							91.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 6/2	02012560	11002032	OFFICIAL-ADULT SOFTBALL	07/13/12	224679	153.00-
GRIFFIN, GABRIEL Sum							153.00-
00002 HARRIS, DRE	SPORTS SERVS	02012559	11002056	SPORTS SUPPORT SERVICES	07/13/12	224686	105.00-
HARRIS, DRE Sum							105.00-
00002 HARTFIELD, JONATHAN CART	SPORTS SERVS	02012558	11002002	SPORTS SERVS-DIXIE MAJORS	07/13/12	224687	250.00-

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HARTFIELD, JONATHAN CART Sum							250.00-
00002 HOSKINS, JAZAMINE				SPORTS SERVS 02012559 11002057 SPORTS SUPPORT SERVICES	07/13/12	224694	175.00-
HOSKINS, JAZAMINE Sum							175.00-
00002 INDOFF INC	2110026	00125256	11001981	OFFICE SUPP GRNDS MAINT	07/13/12	224696	72.98-
00002 INDOFF INC	2110872	00125288	11001982	PRINTER SUPP GRNDS MAINT	07/13/12	224696	167.94-
INDOFF INC Sum							240.92-
00002 IRBY, STUART C CO				S006803934.0 00124918 11001988 ELEC SUPP DAHMER/TIMBERTON	07/13/12	224698	122.04-
IRBY, STUART C CO Sum							122.04-
00002 J M H GRAPHICS				S 20875 00125360 11001973 LIFE GUARD T SHIRTS	07/13/12	224699	126.00-
J M H GRAPHICS Sum							126.00-
00002 JONES, ANN				PETTY CASH 6 00125518 11001986 PETTY CASH GRNDS MAINT	07/13/12	224703	161.28-
JONES, ANN Sum							161.28-
00002 JONES, SUSIE				SENIOR CNTR 00125608 11002013 SENIOR CNTR COORD 7/1-15/12	07/13/12	224705	1,000.00-
JONES, SUSIE Sum							1,000.00-
00002 JONES, YUMA				SPORTS SERVS 02012558 11002003 SPORTS SERVS-DIXIE MAJORS	07/13/12	224706	85.00-
JONES, YUMA Sum							85.00-
00002 JORDAN, SARDE				SPORTS SERVS 02012559 11002058 SPORTS SUPPORT SERVICES	07/13/12	224708	105.00-
JORDAN, SARDE Sum							105.00-
00002 JORDAN, THOMAS MICHAEL				OFFICIAL 6/2 02012560 11002033 OFFICIAL-ADULT SOFTBALL	07/13/12	224709	272.00-
JORDAN, THOMAS MICHAEL Sum							272.00-
00002 KEYS, MECHEKA				SPORTS SERVS 02012559 11002059 SPORTS SUPPORT SERVICES	07/13/12	224713	154.00-
KEYS, MECHEKA Sum							154.00-
00002 KEYS, TRAVIS				OFFICIAL 6/2 02012560 11002034 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224714	40.00-
KEYS, TRAVIS Sum							40.00-

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Sum							40.00-
00002 KIRKSEY, NANCY JONES				SPORTS SERVS 02012559 11002060 SPORTS SUPPORT SERVICES	07/13/12	224715	100.00-
KIRKSEY, NANCY JONES							100.00-
Sum							204.00-
00002 KNOX, CLEMON				OFFICIAL 6/2 00000204 11002035 OFFICIAL-ADULT SOFTBALL	07/13/12	224716	204.00-
KNOX, CLEMON							204.00-
Sum							1,200.00-
00002 LANCASTER'S MACHINE & WE				20849 00124517 11002018 DUMPSTER REPR TATUM/DAHMER	07/13/12	224717	1,200.00-
LANCASTER'S MACHINE & WE							1,200.00-
Sum							2,095.00-
00002 LARK POOL (S&T ASSOC)				1155911 00124503 11001991 POOL MAINT 6/12	07/13/12	224718	2,082.00-
00002 LARK POOL (S&T ASSOC)				1155912 00125582 11002019 POOL CHEMICALS	07/13/12	224718	4,177.00-
LARK POOL (S&T ASSOC)							175.00-
Sum							60.00-
00002 LEE, MARCUS				SPORTS SERVS 02012559 11002066 SPORTS SUPPORT SERVICES	07/13/12	224719	126.00-
LEE, MARCUS							60.00-
Sum							126.00-
00002 LOWE, JAMES A				OFFICIAL 6/2 02012560 11002036 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224723	60.00-
LOWE, JAMES A							126.00-
Sum							60.00-
00002 MCBRIDE, KERIAUS				SPORTS SERVS 02012558 11002004 SPORTS SERVS-DIXIE MAJORS	07/13/12	224728	126.00-
MCBRIDE, KERIAUS							126.00-
Sum							63.00-
00002 MCCANN, LADONNA				SPORTS SERVS 02012559 11002061 SPORTS SUPPORT SERVICES	07/13/12	224730	63.00-
MCCANN, LADONNA							99.00-
Sum							99.00-
00002 MCELHANEY PLUMBING INC				196733 00125212 11001956 WTR FOUNTAIN BEV HILLS TRAIL	07/13/12	224731	323.00-
MCELHANEY PLUMBING INC							323.00-
Sum							323.00-
00002 MCNAIR, EVELENE				OFFICIAL 6/2 02012560 11002037 OFFICIAL-ADULT/YTH SOFTBAL	07/13/12	224732	323.00-
MCNAIR, EVELENE							323.00-
Sum							111.46-
00002 MIKE'S TIRE & WHEEL CO				2161152 00125253 11001961 TRAILER TIRE GRNDS MAINT	07/13/12	224734	111.46-
MIKE'S TIRE & WHEEL CO							111.46-
Sum							111.46-

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MILLER, CLIFF Sum	00002 MILLER, CLIFF	OFFICIAL 6/2	02012560	11002038 OFFICIAL-ADULT SOFTBALL	07/13/12	224735	272.00-
MINGO, DEMYRON MANDELA Sum	00002 MINGO, DEMYRON MANDELA	OFFICIAL 6/2	02012560	11002039 OFFICIAL-ADULT SOFTBALL	07/13/12	224736	119.00-
MOORE'S LOCK AND KEY LLC Sum	00002 MOORE'S LOCK AND KEY LLC	11267	00125264	11001962 LOCK REPLCMT DAHMER POOL	07/13/12	224738	132.45-
MS POWER COMPANY Sum	00002 MS POWER COMPANY	7/12 PKS/REC	00201219	11001993 MNTHLY ELEC-PARKS & REC	07/13/12	224745	1,031.29-
NAPA AUTO PARTS Sum	00002 NAPA AUTO PARTS	470564	00125246	11001955 LUBRICANTS GRNDS MAINT UNITS	07/13/12	224750	297.62-
PATTERSON, ISIAH Sum	00002 PATTERSON, ISIAH	OFFICIAL 6/2	02012560	11002040 OFFICIAL-ADULT SOFTBALL	07/13/12	224756	374.00-
PETERSON, SHAMAR Sum	00002 PETERSON, SHAMAR	OFFICIAL 6/2	02012560	11002041 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224759	60.00-
PIONEER MANUFACTURING CO Sum	00002 PIONEER MANUFACTURING CO	INV445540	00125333	11002017 PAINT MACHINE PTS	07/13/12	224763	603.00-
POPE, KYM Sum	00002 POPE, KYM	SPORTS SERVS	02012559	11002067 SPORTS SUPPORT SERVICES	07/13/12	224765	175.00-
POWELL, RANDY Sum	00002 POWELL, RANDY	OFFICIAL 6/2	02012560	11002042 OFFICIAL-ADULT SOFTBALL	07/13/12	224766	221.00-
PUCKETT RENTS Sum	00002 PUCKETT RENTS	348277-0001	00125311	11001975 BLDG MATLS TATUM SB ENTRANCE	07/13/12	224769	322.05-
REVIES, TERRACE Sum	00002 REVIES, TERRACE	SPORTS SERVS	02012559	11002068 SPORTS SUPPORT SERVICES	07/13/12	224772	175.00-

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REVIES, TERRACE Sum							175.00-
00002 ROBNETT, DREW				SPORTS SERVS 02012558 11002005 SPORTS SERVS-DIXIE MAJORS	07/13/12	224776	21.00-
ROBNETT, DREW Sum							21.00-
00002 SHAW, RATONIA				SPORTS SERVS 02012558 11002006 SPORTS SERVS-DIXIE MAJORS	07/13/12	224785	126.00-
SHAW, RATONIA Sum							126.00-
00002 SHOWS, BARNARD				SPORTS SERVS 02012558 11002007 SPORTS SERVS-DIXIE MAJORS	07/13/12	224788	45.00-
SHOWS, BARNARD Sum							45.00-
00002 SIMPSON, ARTIS				SPORTS SERVS 02012559 11002063 SPORTS SUPPORT SERVICES	07/13/12	224789	84.00-
SIMPSON, ARTIS Sum							84.00-
00002 SIMPSON, ERICA				SPORTS SERVS 02012559 11002069 SPORTS SUPPORT SERVICES	07/13/12	224790	42.00-
SIMPSON, ERICA Sum							42.00-
00002 SIMPSON, LYNN				OFFICIAL 6/2 02012560 11002043 OFFICIAL-ADULT SOFTBALL	07/13/12	224791	68.00-
SIMPSON, LYNN Sum							68.00-
00002 SIMPSON, NELDA				SPORTS SERVS 02012559 11002070 SPORTS SUPPORT SERVICES	07/13/12	224792	28.00-
SIMPSON, NELDA Sum							28.00-
00002 SMITH, PRESTON				OFFICIAL 6/2 02012560 11002044 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224794	30.00-
SMITH, PRESTON Sum							30.00-
00002 SMITH, THOMAS III				OFFICIAL 6/2 02012560 11002045 OFFICIAL-ADULT FLAG FTBALL	07/13/12	224795	40.00-
SMITH, THOMAS III Sum							40.00-
00002 SOLAR SUPPLY INC				3433019 00125558 11002016 A/C SUPP SAN ANTONIO FIELD	07/13/12	224796	329.00-
SOLAR SUPPLY INC Sum							329.00-
00002 STOCKSTILL, JEFF				SPORTS SERVS 02012558 11002008 SPORTS SERVS-DIXIE MAJORS	07/13/12	224804	85.00-
STOCKSTILL, JEFF							

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Sum							85.00-
00002 STORY, TIMMY							
Sum							85.00-
00002 STORY, TIMMY							
Sum							85.00-
00002 TERRELL, WINSTON							
Sum							102.00-
00002 TERRELL, WINSTON							
Sum							102.00-
00002 TROTTER, COREY							
Sum							68.00-
00002 TROTTER, COREY							
Sum							68.00-
00002 TROTTER, WILLIE							
Sum							136.00-
00002 TROTTER, WILLIE							
Sum							136.00-
00002 TRUSSELL, JAY							
Sum							170.00-
00002 TRUSSELL, JAY							
Sum							170.00-
00002 TUTOR, STEPHEN							
Sum							85.00-
00002 TUTOR, STEPHEN							
Sum							85.00-
00002 U P S STORE, THE (HATTIE							
Sum							119.00-
00002 U P S STORE, THE (HATTIE							
Sum							119.00-
00002 VARNADO, UNDR							
Sum							154.00-
00002 VARNADO, UNDR							
Sum							154.00-
00002 VILLARREAL, EDUARDO							
Sum							450.00-
00002 VILLARREAL, EDUARDO							
Sum							450.00-
00002 WILLMUT GAS & OIL COMPAN							
Sum							13.26-
00002 WILLMUT GAS & OIL COMPAN							
Sum							13.26-
00002 WOODELL, CHRISTINE							
Sum							200.00-
00002 WOODELL, CHRISTINE							
Sum							200.00-

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WOULLARD, JEREMY	SPORTS SERVS	02012559	11002073	SPORTS SUPPORT SERVICES	07/13/12	224841	77.00-
Sum							77.00-
00002 1ST SOURCE SERVALL	GC840280	00125401	11001983	A/C SUPP S ANTONIO FLD	07/13/12	224842	73.72-
1ST SOURCE SERVALL							73.72-
Sum							95,697.17-

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HATT MUNICIPAL FIRE PROTECTION 00005 TRUSTMARK NATIONAL BANK/ TRUSTMARK NATIONAL BANK/ Sum	00028401107	02012546	11000046	FIRE TRUCK LEASE NOTE #33523	07/05/12	21599	14,340.60-
							14,340.60-
Sum							14,340.60-

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PAYROLL FUND 00006 TRANSAMERICA LIFE	07/02/12	02012193	11000552	BURIAL INSURANCE PREMIUM-6/12	07/02/12	16683	368.38-
TRANSAMERICA LIFE							368.38-
Sum							368.38-

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WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	124111	00124412	11001354	A/C REPR U#11520 TRANS	07/13/12	224559	268.80-
Sum							268.80-
00009 ARNOLD LINE WATER ASSN I	243264	4/12-	00125559	11001383 SEWER SERV REPORT 4/12-6/12	07/13/12	224576	405.00-
Sum							405.00-
ARNOLD LINE WATER ASSN I							405.00-
Sum							405.00-
00009 AUTOMOTIVE GLASS SPECIAL	1138219	00124337	11001355	DOOR GLASS U#11139 SEWER	07/13/12	224581	175.00-
Sum							175.00-
AUTOMOTIVE GLASS SPECIAL							175.00-
Sum							175.00-
00009 BADGER METER INC	95150301	00124697	11001342	READCENTER SOFTWARE 7/12-7/13	07/13/12	224582	1,149.96-
Sum							1,149.96-
BADGER METER INC							1,149.96-
Sum							1,149.96-
00009 BLOSSMAN GAS INC	327649	00125349	11001349	PROPANE PLANT FORKLIFT	07/13/12	224590	46.00-
Sum							46.00-
BLOSSMAN GAS INC							46.00-
Sum							46.00-
00009 BONNER ANALYTICAL TESTIN	49931	00125411	11001356	REPEAT 6/12 NORTH LAGOON	07/13/12	224592	128.35-
00009 BONNER ANALYTICAL TESTIN	49930	00125411	11001357	SAMPLE 6/20/12 BROAD ST	07/13/12	224592	25.00-
00009 BONNER ANALYTICAL TESTIN	50029	00125440	11001363	REPEAT 6/12 NORTH LAGOON	07/13/12	224592	63.00-
00009 BONNER ANALYTICAL TESTIN	50101	00125580	11001402	BOIL WTR SAMPLES VARI STREETS	07/13/12	224592	850.00-
00009 BONNER ANALYTICAL TESTIN	50112	00125580	11001403	SAMPLE 6/8/12 SOUTH LAGOON	07/13/12	224592	65.00-
Sum							1,131.35-
BONNER ANALYTICAL TESTIN							1,131.35-
Sum							1,131.35-
00009 BURKETT RADIATOR SHOP	61362	00125376	11001360	A/C REPR U#13512 TRANS	07/13/12	224599	240.00-
Sum							240.00-
BURKETT RADIATOR SHOP							240.00-
Sum							240.00-
00009 CENTRAL PIPE SUPPLY INC	R70824	00125082	11001345	PLUMB SUPP TRANS STOCK	07/13/12	224611	1,289.00-
00009 CENTRAL PIPE SUPPLY INC	R71126	00125082	11001346	PLUMB SUPP TRANS STOCK	07/13/12	224611	229.42-
00009 CENTRAL PIPE SUPPLY INC	R71720	00125296	11001387	PLUMB SUPP TRANS STOCK	07/13/12	224611	717.84-
Sum							2,236.26-
CENTRAL PIPE SUPPLY INC							2,236.26-
Sum							2,236.26-
00009 CHAIN ELECTRIC COMPANY	19976	00125294	11001376	SL GENERATOR REPRS	07/13/12	224613	6,109.49-
Sum							6,109.49-
CHAIN ELECTRIC COMPANY							6,109.49-
Sum							6,109.49-
00009 CHLORINATION & CONTROLS	3563	00125135	11001340	PUMP EQUIP PTS-PLANT	07/13/12	224614	1,080.00-
Sum							1,080.00-
CHLORINATION & CONTROLS							1,080.00-
Sum							1,080.00-

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00009 CITY OF HATTIESBURG FUND	07/11/12	02012527	11001391	TRF 1ST 7/12 PAYROLL	07/11/12	21600	72,228.16-
Sum							72,228.16-
CITY OF HATTIESBURG FUND							
00009 COMSOUTH	165710	00125255	11001386	TRUCK LIGHTS U#18587 PLANT	07/13/12	224623	1,118.40-
Sum							1,118.40-
COMSOUTH							
00009 COVINGTON SALES & SERVIC	58876	00124246	11001384	PORTABLE TV INSPECTION SYSTEM	07/13/12	224624	34,999.00-
Sum							34,999.00-
COVINGTON SALES & SERVIC							
00009 D P C ENTERPRISES LP	21201254-12	00124797	11001339	LIME-WATER PLANT	07/13/12	224627	4,995.00-
00009 D P C ENTERPRISES LP	21201304-12	00125263	11001377	CHEMICALS SOUTH LAGOON	07/13/12	224627	2,272.00-
00009 D P C ENTERPRISES LP	21201305-12	00125263	11001378	CHEMICALS NORTH LAGOON	07/13/12	224627	2,936.00-
Sum							10,203.00-
D P C ENTERPRISES LP							
00009 GILLILANDS ELECTRONICS S	52499	00125276	11001338	SECURITY 7/22-10/22 WTR OFFC	07/13/12	224675	90.00-
Sum							90.00-
GILLILANDS ELECTRONICS S							
00009 H'BURG HYDRAULICS INC	47794	00125020	11001343	REPR PTS U#15775 SEWER	07/13/12	224682	86.55-
Sum							86.55-
H'BURG HYDRAULICS INC							
00009 HCP PUMPS AMERICA INC	1128	00125416	11001379	ELEC SUPP LAGOONS	07/13/12	224689	1,998.48-
Sum							1,998.48-
HCP PUMPS AMERICA INC							
00009 HEAVYQUIP	117449-01	00125046	11001347	RUBBER TRACKS U#14238 TRANS	07/13/12	224690	1,545.00-
00009 HEAVYQUIP	117449-01(B)	00125078	11001348	ADDL AMT DUE PO#125046	07/13/12	224690	300.00-
Sum							1,845.00-
HEAVYQUIP							
00009 HORNSBY AUTO PARTS	032240	00124801	11001359	HAND TOOLS TRANS DEPT	07/13/12	224693	446.42-
00009 HORNSBY AUTO PARTS	032441	00125281	11001364	HAND TOOLS SEWER DEPT	07/13/12	224693	250.66-
Sum							697.08-
HORNSBY AUTO PARTS							
00009 INDOFF INC	2112972	00125368	11001385	JANIT SUPP PLANT	07/13/12	224696	490.56-
Sum							490.56-
INDOFF INC							
00009 IRBY, STUART C CO	S006836055.0	00125258	11001361	ELEC SUPP PLANT	07/13/12	224698	1,184.01-
Sum							1,184.01-
IRBY, STUART C CO							

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Sum							1,184.01-
00009 K & K TRUCK-TRAILER PART	54261	00124060	11001353	REPR PTS TRANS STOCK	07/13/12	224710	170.00-
K & K TRUCK-TRAILER PART							170.00-
Sum							170.00-
00009 LOWE'S OF HATTIESBURG IN	936301	00124555	11001351	D SIZE BATTERIES TRANS STOCK	07/13/12	224724	35.91-
00009 LOWE'S OF HATTIESBURG IN	924116	00124944	11001352	STEP LADDER COMM CNTRS	07/13/12	224724	248.90-
LOWE'S OF HATTIESBURG IN							284.81-
Sum							284.81-
00009 MIKE'S TIRE & WHEEL CO	2161301	00125367	11001366	TIRES U#13513 SEWER	07/13/12	224734	541.56-
00009 MIKE'S TIRE & WHEEL CO	261460	00124672	11001404	TIRE U#11912 TRANS	07/13/12	224734	84.80-
00009 MIKE'S TIRE & WHEEL CO	261404	00125471	11001405	TIRES U#14691 SEWER	07/13/12	224734	421.80-
MIKE'S TIRE & WHEEL CO							1,048.16-
Sum							1,048.16-
00009 MORGAN, C J INC	2012090	00125469	11001369	WTR LEAK REPR DUKE/ARLEDE	07/13/12	224741	12,937.57-
00009 MORGAN, C J INC	2012089	00125470	11001370	WATER REPR 811 TIMOTHY LANE	07/13/12	224741	4,841.51-
00009 MORGAN, C J INC	2012041	00125475	11001371	WATER REPR BYRON ST	07/13/12	224741	5,561.00-
00009 MORGAN, C J INC	2011076	00125476	11001372	WATER REPR WEST 4TH ST	07/13/12	224741	5,259.65-
00009 MORGAN, C J INC	2011075	00125477	11001373	WATER REPR BONHOMIE ROAD	07/13/12	224741	9,546.62-
00009 MORGAN, C J INC	2011054	00125478	11001374	WATER REPR 946 SULLIVAN RD	07/13/12	224741	884.25-
00009 MORGAN, C J INC	2011077	00125478	11001375	WATER REPR VETERANS BLVD	07/13/12	224741	4,233.88-
00009 MORGAN, C J INC	2011121	00125594	11001394	NEW WTR MAIN CLASSIC/C CLUB	07/13/12	224741	4,543.59-
00009 MORGAN, C J INC	2012040	00125595	11001395	WATER REPAIRS HOOD ROAD	07/13/12	224741	9,035.56-
00009 MORGAN, C J INC	2012087	00125596	11001396	SEWER REPR HARDY/34TH-7TH ST	07/13/12	224741	1,510.00-
00009 MORGAN, C J INC	2012086	00125597	11001397	WATER REPAIRS WEST PINE	07/13/12	224741	10,232.73-
00009 MORGAN, C J INC	2012085	00125598	11001398	WATER REPR BUSCHMAN ST	07/13/12	224741	3,804.80-
00009 MORGAN, C J INC	2012077	00125599	11001399	WATER REPR CARTER ROAD	07/13/12	224741	15,062.35-
00009 MORGAN, C J INC	2012054	00125600	11001400	WATER REPR MCLEOD ST	07/13/12	224741	7,734.10-
00009 MORGAN, C J INC	2012051	00125601	11001401	WATER TAP PUCKETT MACHINERY	07/13/12	224741	3,293.56-
00009 MORGAN, C J INC	2011055	00125616	11001406	SEWER REPR CITY PARK CIRCLE	07/13/12	224741	27,600.00-
00009 MORGAN, C J INC	2011067	00125617	11001407	SEWER REPR H49/ROCKY GOUDIE	07/13/12	224741	880.00-
00009 MORGAN, C J INC	2011069	00125618	11001408	SEWER REPR LINDEN COURT	07/13/12	224741	2,010.40-
00009 MORGAN, C J INC	2010123	00125619	11001409	SEWER REPR NORTH STREET	07/13/12	224741	31,020.69-
00009 MORGAN, C J INC	2010128	00125620	11001410	SEWER REPR NORTH STREET	07/13/12	224741	11,263.49-
00009 MORGAN, C J INC	2011011	00125621	11001411	SEWER REPR BAKER BURGER 25TH	07/13/12	224741	14,492.91-
00009 MORGAN, C J INC	2011074	00125627	11001412	PUMP HOLDING TANKS 5/11	07/13/12	224741	12,565.55-
00009 MORGAN, C J INC	2011105	00125628	11001413	SEWER REPR LAKEVIEW ROAD	07/13/12	224741	9,719.23-
00009 MORGAN, C J INC	2011109	00125629	11001414	SEWER REPR SAN ANTONIO ST	07/13/12	224741	4,812.10-
00009 MORGAN, C J INC	2011110	00125630	11001415	SEWER REPR E 7TH/MEMPHIS ST	07/13/12	224741	5,890.56-
00009 MORGAN, C J INC	2011111	00125631	11001416	SEWER REPR N 39TH AVE	07/13/12	224741	4,507.68-
00009 MORGAN, C J INC	2011116	00125632	11001417	PUMP HOLDING TANKS 8/11	07/13/12	224741	9,959.48-
00009 MORGAN, C J INC	2011120	00125633	11001418	SEWER REPR S 29TH AVE	07/13/12	224741	7,022.52-
00009 MORGAN, C J INC	2011198	00125634	11001419	PUMP HOLDING TANKS 12/11	07/13/12	224741	12,304.60-
MORGAN, C J INC							252,530.35-
Sum							252,530.35-
00009 MS POWER COMPANY	7/12 W&SO&M	00201219	11001389	MONTHLY ELEC-W&SO&M	07/13/12	224745	34,282.14-
MS POWER COMPANY							34,282.14-
Sum							34,282.14-

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MS STATE/ENVIRO QUALITY (Sum		ORDER #6034-	00125635	11001420 NOTICE OF VIOLATION	07/13/12	224747	8,000.00-
00009 NAPA AUTO PARTS	470077	00124900	11001335	REPR PTS U#13510 SEWER	07/13/12	224750	270.37-
00009 NAPA AUTO PARTS	470081	00124961	11001336	REPR PTS U#13081 TRANS	07/13/12	224750	331.83-
00009 NAPA AUTO PARTS	470082	00124961	11001337	REPR PTS U#13081 TRANS	07/13/12	224750	56.99-
NAPA AUTO PARTS							659.19-
00009 NEWELL PAPER COMPANY	538462	00125364	11001367	COPY PAPER WATER OFFICE	07/13/12	224753	56.60-
NEWELL PAPER COMPANY							56.60-
00009 OFFICE DEPOT INC	1479473959	00125138	11001341	BATTERY BACKUP/SUPP PLANT	07/13/12	224755	349.50-
OFFICE DEPOT INC							349.50-
00009 PEARL RIVER VALLEY EPA (Sum		00201219	11001390	MONTHLY 7/12 PUBLIC SERVICES	07/13/12	224758	6,670.78-
PEARL RIVER VALLEY EPA (Sum							6,670.78-
00009 PUMP AND CONTROL SERVICE	408	00125088	11001380	MAINT/REPRS S LAGOON 6/11-14	07/13/12	224770	3,200.00-
00009 PUMP AND CONTROL SERVICE	410	00125260	11001381	MAINT/REPRS S LAGOON 6/25-28	07/13/12	224770	3,200.00-
00009 PUMP AND CONTROL SERVICE	409	00125332	11001382	MAINT/REPRS S LAGOON 6/18-19	07/13/12	224770	1,600.00-
PUMP AND CONTROL SERVICE							8,000.00-
00009 ROBINSON ELECTRIC SUPPLY	2135813-00	00125269	11001362	ELEC SUPP PLT #1 PUMP #4	07/13/12	224775	88.69-
ROBINSON ELECTRIC SUPPLY							88.69-
00009 SCHMANDT, MARILYN T	PETTY CASH 6	00125448	11001358	PETTY CASH CUST ACCTS	07/13/12	224781	7.14-
SCHMANDT, MARILYN T							7.14-
00009 SOUTHERN PINE ELECTRIC P	7/12 W&SO&M	00201219	11001421	MONTHLY 7/12 PUBLIC SERVICES	07/13/12	224800	571.18-
SOUTHERN PINE ELECTRIC P							571.18-
00009 SOUTHERN PIPE & SUPPLY C	5831279-00	00125307	11001365	PLUMB SUPP SEWER DEPT	07/13/12	224801	499.50-
SOUTHERN PIPE & SUPPLY C							499.50-
00009 STANDARD OFFICE SUPPLY C	0025813-001	00125363	11001368	OFFICE SUPP WATER OFFICE	07/13/12	224803	430.20-
STANDARD OFFICE SUPPLY C							430.20-

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Sum							430.20-
00009 U S POSTMASTER-POSTAGE (							
Sum							3,500.00-
00009 U S POSTMASTER-POSTAGE (	POSTAGE 7/12	00125375	11001344	POSTAGE 7/12 WATER OFFICE	07/13/12	224823	
Sum							3,500.00-
00009 WARREN PAVING INC	10539MB	00124911	11001392	CRUSHED CONCRETE-TRANS	07/13/12	224833	1,752.30-
00009 WARREN PAVING INC	10562MB	00124911	11001393	CRUSHED CONCRETE-TRANS	07/13/12	224833	945.00-
Sum							2,697.30-
WARREN PAVING INC							
Sum							13.46-
00009 WILLMUT GAS & OIL COMPAN 7/12 W&SO&M		00201219	11001388	MONTHLY GAS-W&SO&M	07/13/12	224838	
Sum							13.46-
WILLMUT GAS & OIL COMPAN							
Sum							13.46-
Sum							457,641.10-

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WATER & SEWER B & I 00010 PEOPLES BANK (C/O TRUSTM	3174-INT-'09	02012551	11000003	DEBT SERV INT-'09 W&S G/O	07/09/12	35805	106,202.50-
PEOPLES BANK (C/O TRUSTM							106,202.50-
Sum							106,202.50-

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WATER & SEWER FUND							
00011 BATES, CYNTHIA	METER DEP RF	02012545	11000870	METER DEPOSIT REFUND	07/13/12	224585	10.35-
BATES, CYNTHIA	Sum						10.35-
00011 BONNER, SANDRA H	METER DEP RF	02012545	11000876	METER DEPOSIT REFUND	07/13/12	224593	40.65-
BONNER, SANDRA H	Sum						40.65-
00011 BROWN, JAMES T	METER DEP RF	02012545	11000868	METER DEPOSIT REFUND	07/13/12	224596	5.65-
BROWN, JAMES T	Sum						5.65-
00011 CARLEY, CHARLES W	METER DEP RF	02012545	11000873	METER DEPOSIT REFUND	07/13/12	224606	40.65-
CARLEY, CHARLES W	Sum						40.65-
00011 CLINE, BRIANNA	METER DEP RF	02012545	11000872	METER DEPOSIT REFUND	07/13/12	224619	40.65-
CLINE, BRIANNA	Sum						40.65-
00011 DUNGAN, TOM	METER DEP RF	02012545	11000869	METER DEPOSIT REFUND	07/13/12	224639	40.65-
DUNGAN, TOM	Sum						40.65-
00011 ELBASHAB, MARGARET O	METER DEP RF	02012545	11000875	METER DEPOSIT REFUND	07/13/12	224646	5.65-
ELBASHAB, MARGARET O	Sum						5.65-
00011 GIVENS, JAMES E	METER DEP RF	02012545	11000871	METER DEPOSIT REFUND	07/13/12	224676	42.73-
GIVENS, JAMES E	Sum						42.73-
00011 HAMILTON, DANIELLE	METER DEP RF	02012515	11000879	METER DEPOSIT REFUND	07/06/12	35803	40.65-
HAMILTON, DANIELLE	Sum						40.65-
00011 JONES, LAWANDA TERRELL	METER DEP RF	02012545	11000877	METER DEPOSIT REFUND	07/13/12	224704	10.93-
JONES, LAWANDA TERRELL	Sum						10.93-
00011 KELLY, ROBERT	METER DEP RF	02012545	11000874	METER DEPOSIT REFUND	07/13/12	224711	40.65-
KELLY, ROBERT	Sum						40.65-
00011 MORRIS, NICK (REFUND)	WATER RFD AC	02012564	11000880	WATER OVERPAYMENT RFD	07/13/12	224742	60.29-

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Sum

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29,498.29-

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2003 TIF B&I-CHAUVET SQUARE							
00022 TRUSTMARK NATIONAL BANK/	6261-P&I-03	02012553	11000004	DEBT PMT-'03 CHAUVET SQUARE	07/09/12	16696	93,010.00-
TRUSTMARK NATIONAL BANK/							
Sum							93,010.00-
Sum							93,010.00-

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2006 TIF B&I-TURTLE CROSSING							
00023 TRUSTMARK NATIONAL BANK/	0443-P&I TUR	02012552	11000003	DEBT SERVICE PAY-TURTLE CREEK	07/09/12	16695	389,635.00-
TRUSTMARK NATIONAL BANK/							
Sum							389,635.00-
Sum							389,635.00-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	07/02/12	02012530	11000090	JUNE MILLAGE DIST IN JULY	07/02/12	35787	223,903.18-
00027 H'BURG PUBLIC SCHOOLS	07/02/12	02012530	11000091	JUNE MILLAGE DIST IN JULY	07/02/12	35789	24,398.30-
H'BURG PUBLIC SCHOOLS							248,301.48-
Sum							15,536.05-
00027 LIBRARY, THE	07/02/12	02012530	11000089	JUNE MILLAGE DIST IN JULY	07/02/12	35786	15,536.05-
LIBRARY, THE							15,536.05-
Sum							263,837.53-

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AIRPORT IMPROVEMENT FUND 00039 ARE CONSULTANTS INC	120410C INV#	00125530	11000045	SERV 6/23-7/8/12 AIRPT DRNGE	07/13/12	224575	17,953.25-
ARE CONSULTANTS INC Sum							17,953.25-
00039 FAIRLEY CONSTRUCTION SER APPL#1 AIRPO	00125579	11000046	CONSTR	AIRPORT DRAINAGE	07/13/12	224652	77,774.40-
FAIRLEY CONSTRUCTION SER Sum							77,774.40-
Sum							95,727.65-

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MUNICIPAL ROAD & BRIDGE 00072 BANCORPSOUTH EQUIPMENT F MASTER LEASE		02012547	11000389	TRACTOR LEASE PMT DUE 7/15/12	07/05/12	71239	1,412.41-
BANCORPSOUTH EQUIPMENT F Sum							1,412.41-
00072 DUNN ROADBUILDERS LLC	16041	00125343	11000395	ASPHALT-PATCHING	07/13/12	224641	680.87-
00072 DUNN ROADBUILDERS LLC	16043	00125343	11000396	ASPHALT-PATCHING	07/13/12	224641	780.32-
DUNN ROADBUILDERS LLC Sum							1,461.19-
00072 FORREST CTY CIRCUIT COUR	2012-1/152MB	00125381	11000388	VARIOUS CIVIL ACTION CASES	07/03/12	71238	26,825.00-
FORREST CTY CIRCUIT COUR Sum							26,825.00-
00072 MS POWER COMPANY	18580-28002	00124811	11000386	INSTALL LIGHTS-HEATHERWOOD	07/13/12	224746	2,335.70-
MS POWER COMPANY Sum							2,335.70-
00072 PITTMAN, HOWDESHELL, HINTO	HPP-8750-001	00125561	11000390	SERV 3/14-6/26 4TH ST EASEMENT	07/13/12	224764	32,813.66-
PITTMAN, HOWDESHELL, HINTO Sum							32,813.66-
00072 PRECISION CONSTRUCTION L	APPL#8	00125537	11000391	SERVS LL TRACE/KP SIDEWALKS	07/13/12	224767	75,679.99-
PRECISION CONSTRUCTION L Sum							75,679.99-
00072 SHOWS DEARMAN & WAITS IN	16999	00125534	11000392	SERV 5/26-6/23 LL TRACE/KP	07/13/12	224787	145.92-
00072 SHOWS DEARMAN & WAITS IN	17020	00125532	11000393	SERV 5/26-6/23 RAIL CROSSINGS	07/13/12	224787	6,404.97-
00072 SHOWS DEARMAN & WAITS IN	17001	00125535	11000394	SERV 5/26-6/23 H11/PKWAY	07/13/12	224787	8,132.60-
SHOWS DEARMAN & WAITS IN Sum							14,683.49-
00072 WHEELER, GREG	2012-1/152	00125382	11000387	VARIOUS CIVIL ACTION CASES	07/03/12	71237	8,000.00-
WHEELER, GREG Sum							8,000.00-
Sum							163,211.44-

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MASS TRANSIT FUND							
00073 ADVANCED CARPET CARE & R	8193	00123919	11000431	CLEAN OFFICE CARPET	07/13/12	224565	175.00-
Sum							175.00-
ADVANCED CARPET CARE & R							
00073 AIRDESIGNS SIGN & GRAFFI	7158	00124934	11000426	NO SMOKING SIGNS TRAIN DEPOT	07/13/12	224568	135.00-
Sum							135.00-
AIRDESIGNS SIGN & GRAFFI							
00073 AIRGAS USA LLC (NORDAN S	1155671 M TR	00125550	11000445	CYL RENT 6/12 MASS TRANSIT	07/13/12	224569	30.00-
Sum							30.00-
AIRGAS USA LLC (NORDAN S							
00073 BARDING GENERATOR & STAR	151785	00124666	11000422	REPR PTS U#16234	07/13/12	224583	225.00-
Sum							225.00-
BARDING GENERATOR & STAR							
00073 CITY OF HATTIESBURG FUND	07/11/12	02012527	11000446	TRF 1ST 7/12 PAYROLL	07/11/12	16703	16,003.95-
Sum							16,003.95-
CITY OF HATTIESBURG FUND							
00073 COMSOUTH	165925	00125275	11000428	RADIO BATTERY-NEIMS	07/13/12	224623	99.00-
00073 COMSOUTH	165935	00125283	11000429	RADIO BATTERY-SHOP	07/13/12	224623	67.00-
Sum							166.00-
COMSOUTH							
00073 G & K SERVICES	1035278099	00125422	11000432	UNIFORMS 6/05 MECHANICS	07/13/12	224669	8.00-
00073 G & K SERVICES	1035280193	00125422	11000433	UNIFORMS 6/12 MECHANICS	07/13/12	224669	8.00-
00073 G & K SERVICES	1035282296	00125422	11000434	UNIFORMS 6/19 MECHANICS	07/13/12	224669	8.00-
00073 G & K SERVICES	1035284339	00125422	11000435	UNIFORMS 6/26 MECHANICS	07/13/12	224669	8.00-
00073 G & K SERVICES	1035278118	00125424	11000436	UNIFORMS 6/05 DRIVERS	07/13/12	224669	35.46-
00073 G & K SERVICES	1035280212	00125424	11000437	UNIFORMS 6/12 DRIVERS	07/13/12	224669	35.46-
00073 G & K SERVICES	1035282315	00125424	11000438	UNIFORMS 6/19 DRIVERS	07/13/12	224669	35.46-
00073 G & K SERVICES	1035284358	00125424	11000439	UNIFORMS 6/26 DRIVERS	07/13/12	224669	35.46-
00073 G & K SERVICES	1035278124	00125423	11000440	MATS 6/05	07/13/12	224669	5.37-
00073 G & K SERVICES	1035280218	00125423	11000441	MATS 6/12	07/13/12	224669	5.37-
00073 G & K SERVICES	1035282321	00125423	11000442	MATS 6/19	07/13/12	224669	5.37-
00073 G & K SERVICES	1035284364	00125423	11000443	MATS 6/26	07/13/12	224669	5.37-
Sum							195.32-
G & K SERVICES							
00073 GILLIG LLC	4814242	00123816	11000424	REPR PTS U#16235	07/13/12	224674	128.38-
00073 GILLIG LLC	4827372	00123917	11000427	REPR PTS U#16234	07/13/12	224674	75.72-
Sum							204.10-
GILLIG LLC							
00073 MIKE'S TIRE & WHEEL CO	2161028	00125092	11000420	TIRES-SERVICE VAN	07/13/12	224734	321.60-
Sum							321.60-
MIKE'S TIRE & WHEEL CO							

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							321.60-
00073 NAPA AUTO PARTS	469863	00125013	11000423	FLOOR MATS NEW BUSES	07/13/12	224750	74.94-
NAPA AUTO PARTS							74.94-
00073 NATIONAL BUS SALES & LSG	248076	00124593	11000444	RPLCMNT WINDOW U#16760	07/13/12	224751	116.44-
NATIONAL BUS SALES & LSG							116.44-
00073 RYAN MOTORS INC	208991	00125266	11000421	OIL CHANGE U#17382	07/13/12	224778	39.98-
RYAN MOTORS INC							39.98-
00073 SOUTHERN TRACTOR (H'BURG	454368	00124511	11000425	LAWN MOWER REPR	07/13/12	224802	235.72-
SOUTHERN TRACTOR (H'BURG							235.72-
Sum							17,923.05-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	17008	00125533	11000112	SERV 5/26-6/23 WATER MAPS	07/13/12	224787	1,050.00-
00075 SHOWS DEARMAN & WAITS IN	17010	00125541	11000113	SERV 5/26-6/23 4TH ST WTR LNE	07/13/12	224787	1,215.00-
00075 SHOWS DEARMAN & WAITS IN	17002	00125531	11000114	SERV 5/26-6/23 JAMES ST PLANT	07/13/12	224787	670.14-
SHOWS DEARMAN & WAITS IN							
Sum							2,935.14-
00075 UTILITY SERVICE CO INC	6248 7/01/12	00125402	11000111	WATER TANK MAINT	07/13/12	224826	26,536.09-
UTILITY SERVICE CO INC							
Sum							26,536.09-
Sum							29,471.23-

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
COMMUNITY CENTERS' FUND 00077 A D T SECURITY SERVICES/ Sum	73336146	00125519	11000396	SECURITY 7/12 CULTURAL CNTR	07/13/12	224557	93.96-
A D T SECURITY SERVICES/ Sum							93.96-
00077 ACADEMY OF KIDS, THE (RE Sum	CE ROY CNTR	02012555	11000409	DAMAGE DEPOSIT REFUND	07/13/12	224561	100.00-
ACADEMY OF KIDS, THE (RE Sum							100.00-
00077 BESTER, VERMESTER (REFUN Sum	CE ROY CNTR	02012555	11000415	DAMAGE DEPOSIT REFUND	07/13/12	224588	100.00-
BESTER, VERMESTER (REFUN Sum							100.00-
00077 BULLOCK, LINDA (REFUND) Sum	CE ROY CNTR	02012555	11000410	DAMAGE DEPOSIT REFUND	07/13/12	224597	100.00-
BULLOCK, LINDA (REFUND) Sum							100.00-
00077 CARTER, CHYNA (REFUND) Sum	SHERRILL CNT	02012555	11000403	DAMAGE DEPOSIT REFUND	07/13/12	224608	100.00-
CARTER, CHYNA (REFUND) Sum							100.00-
00077 CITY OF HATTIESBURG FUND Sum	07/11/12	02012527	11000421	TRF 1ST 7/12 PAYROLL	07/11/12	35807	14,759.25-
CITY OF HATTIESBURG FUND Sum							14,759.25-
00077 CLASS OF SIX PLUS TWO (R Sum	CE ROY CNTR	02012555	11000411	DAMAGE DEPOSIT REFUND	07/13/12	224616	100.00-
CLASS OF SIX PLUS TWO (R Sum							100.00-
00077 DRUMMOND WOULLARD, LAHOP Sum	CE ROY CNTR	02012555	11000418	DAMAGE DEPOSIT REFUND	07/13/12	224636	150.00-
DRUMMOND WOULLARD, LAHOP Sum							150.00-
00077 G & K SERVICES 00077 G & K SERVICES 00077 G & K SERVICES 00077 G & K SERVICES	1035280211 1035282314 1034284357 1035286450	00125515 00125515 00125515 00125515	11000397 11000398 11000399 11000400	UNIFORMS 6/12 COMM CNTRS UNIFORMS 6/19 COMM CNTRS UNIFORMS 6/26 COMM CNTRS UNIFORMS 7/03 COMM CNTRS	07/13/12 07/13/12 07/13/12 07/13/12	224669 224669 224669 224669	40.00- 44.00- 44.00- 44.00-
G & K SERVICES Sum							172.00-
00077 HILL, MESHIA (REFUND) Sum	CE ROY CNTR	02012555	11000417	DAMAGE DEPOSIT REFUND	07/13/12	224692	100.00-
HILL, MESHIA (REFUND) Sum							100.00-
00077 JEFFERSON, BETTY (REFUND Sum	CE ROY CNTR	02012555	11000405	DAMAGE DEPOSIT REFUND	07/13/12	224700	100.00-
JEFFERSON, BETTY (REFUND Sum							100.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JULY 13, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							100.00-
00077 JORDAN, REGENTHA (REFUND	CE ROY CNTR	02012555	11000412	DAMAGE DEPOSIT REFUND	07/13/12	224707	100.00-
JORDAN, REGENTHA (REFUND							100.00-
Sum							100.00-
00077 LOMAS, ALYSSA (REFUND)	CULTURAL CNT	02012555	11000404	DAMAGE DEPOSIT REFUND	07/13/12	224722	250.00-
LOMAS, ALYSSA (REFUND)							250.00-
Sum							250.00-
00077 MAGEE, KRISTEN (REFUND)	CE ROY CNTR	02012555	11000406	DAMAGE DEPOSIT REFUND	07/13/12	224725	150.00-
MAGEE, KRISTEN (REFUND)							150.00-
Sum							150.00-
00077 MS POWER COMPANY	7/12 COMM CN	00201219	11000420	MONTHLY ELEC-COMM CNTRS	07/13/12	224745	5,381.21-
MS POWER COMPANY							5,381.21-
Sum							5,381.21-
00077 N & H ELECTRONIC DISTRIB	102225	00125285	11000388	INTERNET BACK-UP CULTURAL CTR	07/13/12	224749	119.35-
N & H ELECTRONIC DISTRIB							119.35-
Sum							119.35-
00077 PUCKETT RENTS	348051-0001	00125274	11000387	CAULK-CULTURAL CNTR	07/13/12	224769	34.50-
00077 PUCKETT RENTS	347577-0001	00125089	11000389	DRIVEWAY REPR SUPP CULT CNTR	07/13/12	224769	74.10-
PUCKETT RENTS							74.10-
Sum							108.60-
00077 SCHWANDT, MARILYN T	PETTY CASH 6	00125448	11000393	PETTY CASH COMM CNTRS	07/13/12	224780	26.78-
SCHWANDT, MARILYN T							26.78-
Sum							26.78-
00077 SHAFFER, DARA (REFUND)	CULTURAL CNT	02012555	11000408	DAMAGE DEPOSIT REFUND	07/13/12	224784	250.00-
00077 SHAFFER, DARA (REFUND)	CULTURAL CNT	02012555	11000414	DAMAGE DEPOSIT REFUND	07/13/12	224784	50.00-
SHAFFER, DARA (REFUND)							50.00-
Sum							300.00-
00077 SMITH, OLIVIA (REFUND)	CE ROY CNTR	02012555	11000416	DAMAGE DEPOSIT REFUND	07/13/12	224793	50.00-
SMITH, OLIVIA (REFUND)							50.00-
Sum							50.00-
00077 SOUTHEASTERN CONCRETE CO	6026	00125060	11000390	CONCRETE CULTURAL CNTR	07/13/12	224798	549.50-
00077 SOUTHEASTERN CONCRETE CO	6025	00125164	11000391	CONCRETE CULT CNTR DRIVEWAY	07/13/12	224798	78.50-
SOUTHEASTERN CONCRETE CO							78.50-
Sum							628.00-
00077 STANDARD OFFICE SUPPLY C	0025565-001	00125160	11000401	OFFICE SUPP COMM CNTRS	07/13/12	224803	39.99-
00077 STANDARD OFFICE SUPPLY C	0025564-001	00125160	11000402	OFFICE SUPP COMM CNTRS	07/13/12	224803	268.56-
STANDARD OFFICE SUPPLY C							268.56-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
STANDARD OFFICE SUPPLY C							
Sum							308.55-
00077 THORNTON, CARRIE OR TERE CULTURAL CNT		02012555	11000413	DAMAGE DEPOSIT REFUND	07/13/12	224811	300.00-
THORNTON, CARRIE OR TERE							300.00-
Sum							100.00-
00077 TROTTER FAMILY REUNION	CE ROY CNTR	02012555	11000407	DAMAGE DEPOSIT REFUND	07/13/12	224816	100.00-
TROTTER FAMILY REUNION							100.00-
Sum							146.46-
00077 WILLMUT GAS & OIL COMPAN 7/12 COMM CN		00201219	11000419	MONTHLY GAS-COMM CNTRS	07/13/12	224838	146.46-
WILLMUT GAS & OIL COMPAN							146.46-
Sum							429.08-
00077 1ST SOURCE SERVALL	EC842121	00123632	11000394	A/C SUPP MCNAIR CNTR	07/13/12	224842	237.12-
00077 1ST SOURCE SERVALL	EC842121-1	00123632	11000395	A/C SUPP MCNAIR CNTR	07/13/12	224842	666.20-
1ST SOURCE SERVALL							666.20-
Sum							24,510.36-

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
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	07/11/12	02012527	11000249	TRF 1ST 7/12 PAYROLL	07/11/12	35808	5,857.80-
CITY OF HATTIESBURG FUND							5,857.80-
00082 ELLARD, ANDREW		TRAV ADVANCE	00125602	11000250 TRAV ADV ENVIRO TRNG ATLANTA	07/13/12	224648	707.92-
ELLARD, ANDREW							707.92-
00082 FIRST TEE OF THE PINE BE		FIRST	00125429	11000243 SALARIES SUPPLIES PRINTING	07/05/12	35799	2,030.30-
FIRST TEE OF THE PINE BE							2,030.30-
00082 GREER LAW FIRM	3/27/12	COUN	00125318	11000240 DOWNPMT ASSIS-13 GRACE CT	07/01/12	35780	10,000.00-
GREER LAW FIRM							10,000.00-
00082 H'BURG AMERICAN ACCT #1		H12998	38559	00125496 11000248 PROOPS PUBLICATION 6/12	07/13/12	224680	150.46-
H'BURG AMERICAN ACCT #1							150.46-
00082 PINE BELT COMMUNITY SERV		REQ #1	00125427	11000244 CAREER TRAINING	07/05/12	35800	6,000.00-
PINE BELT COMMUNITY SERV							6,000.00-
00082 REID, GEORGIA (CDBG)	7/3/12	MINUT	00125426	11000246 TEMP RELOC - 623 DUKE	07/05/12	35802	650.00-
REID, GEORGIA (CDBG)							650.00-
00082 SCHWANDT, MARILYN T		PETTY CASH	6	00125448 11000247 PETTY CASH CDBG	07/13/12	224779	28.76-
SCHWANDT, MARILYN T							28.76-
00082 THOMAS, LAJUANA (CDBG)	7/3/12	MINUT	00125425	11000245 TEMP RELOC-2828 EDWARDS ST	07/05/12	35801	650.00-
THOMAS, LAJUANA (CDBG)							650.00-
Sum							26,075.24-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MDB CAPITAL PROJECT FUND							
00096 WALTERS CONSTRUCTION CO	APPL#9 CHAIN	00125609	11000038	CONSTR CHAIN PARK PHASE III	07/13/12	224832	17,628.46-
WALTERS CONSTRUCTION CO							17,628.46-
Sum							17,628.46-

Sum 17,628.46-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2010 W&S GO BONDS							
00099 C B DEVELOPERS INC	APPL#15 592	00125539	11000072	SERV 6/2-7/1 592 E SEWER IMP	07/13/12	224600	90,070.71-
C B DEVELOPERS INC							
Sum							90,070.71-
00099 PRECISION CONSTRUCTION L	APPL#5 592	W 00125538	11000073	SERV 5/26-6/28 592 W SWR IMP	07/13/12	224767	81,177.36-
PRECISION CONSTRUCTION L							
Sum							81,177.36-
00099 SHOWS DEARMAN & WAITS IN	17032	00125536	11000074	SERV 5/26-6/23 592 E SWR IMP	07/13/12	224787	1,792.50-
SHOWS DEARMAN & WAITS IN							
Sum							1,792.50-
Sum							173,040.57-

CITY OF HATTIESBURG
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Vendor

Invoice
 Number

Purchase
 Order

Claims
 Number

Item
 Description

Check
 Date

Check
 No.

Check
 Amount

Grand Total Level
 Sum

3,220,411.23-

**ADDENDUM CLAIMS DOCKET
PERIOD ENDING JULY 13, 2012**

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	MCMULLAN EQUIPMENT CO	1C6RD7KT3CS320649	124043	7142	2012 DODGE RAM PICKUP UNIT #18603	7/17/12	6710	22,763.00
01	TRUSTMARK BUSINESS CARD CTR	8/4/12	125680	7141	MAYOR'S CREDIT CARD 8/4/12	7/17/12	6709	2,914.69
99	PIERCON INC	APPL #9 6/25/12	125755	76	592 PROJECT/APPL #9/N LAGOON EXP	7/17/12	1026	224,841.25

TOTAL 250,518.94

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, July 17, 2012

4:30 PM

for July 17, 2012

Council Chambers

City Council - Amendments to the Agenda

**Add Policy Agenda Items VI.- 18 and VI.- 19 at the request of the Administration
as follows:**

VI.-18 2012-0965

Adopt an Ordinance amending Section 2-5 of the Code of Ordinances, being Section 4 of Ordinance Number 2169, adopted December 11, 1984, as amended, establishing new ward boundary lines for the City of Hattiesburg election districts

Attachments: Ord. designating precincts
executed ORD #3088 designating precincts

VI.-19 2012-0966

Adopt an Ordinance amending Section 8 of the Code of Ordinances designating the places for voting in each precinct in City of Hattiesburg; and repealing Ordinances 2436,2847 and 2920 and all other ordinances in conflict therewith.

Attachments: Ordinance designating precincts
executed Ordinance #3089 designating precincts



City of Hattiesburg, MS

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

Master

File Number: 2012-0965

File ID: 2012-0965

Type: Ordinance

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 07/17/2012

Brief Title: Adopt an Ordinance establishing new ward boundary lines

Final Action: 07/17/2012

Minute Book Number:

Title:

Adopt an Ordinance amending Section 2-5 of the Code of Ordinances, being Section 4 of Ordinance Number 2169, adopted December 11, 1984, as amended, establishing new ward boundary lines for the City of Hattiesburg election districts

Notes: Amending Ordinance No 2169, adopted December 11, 1984, Ordinance No 2435, adopted November 17, 1992, Ordinance No 2791, adopted July 2, 2002, Ordinance No 2845, adopted June 8, 2004, and Ordinance No. 2996, adopted June 17, 2008

Sponsors:

Enactment Date:

Attachments: Ord. designating precincts, executed ORD #3088 designating precincts

Enactment Number:

Contact:

Meeting Date: 07/17/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/17/2012					
2	City Council	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Adopt an Ordinance (Number 3088) amending Section 2-5 of the Code of Ordinances, being Section 4 of Ordinance Number 2169, adopted December 11, 1984, as amended, establishing new ward boundary lines for the City of Hattiesburg election districts.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - Bradley, Carroll and Ware							
Nays: 2 - Delgado and Naylor							

Yea:	3	President Bradley
		Council Member Carroll
		Vice President Ware
Nay:	2	Council Member Delgado
		Council Member Naylor
TEL-No Vote:	0	

Text of Legislative File 2012-0965

Title

Adopt an Ordinance amending Section 2-5 of the Code of Ordinances, being Section 4 of Ordinance Number 2169, adopted December 11, 1984, as amended, establishing new ward boundary lines for the City of Hattiesburg election districts

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 2169, ADOPTED DECEMBER 11, 1984, AMENDING ORDINANCE NO. 2835, ADOPTED NOVEMBER 11, 1992, AMENDING ORDINANCE NO. 2791, ADOPTED JULY 2, 2002, AMENDING ORDINANCE NO. 2845, ADOPTED JUNE 8, 2004, AMENDING ORDINANCE NO. 2996, ADOPTED JUNE 17, 2008, ESTABLISHING NEW WARD BOUNDARY LINES FOR THE CITY OF HATTIESBURG ELECTION DISTRICTS FOR THE CITY OF HATTIESBURG, MISSISSIPPI

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

SECTION 1. That the geographic extents of the election wards as heretofore adopted and established by previous ordinances of the City Council and codified in the Code of Ordinances for said City are hereby amended such that each ward shall consist of the geographic territory encompassed by the following descriptions, and that the appropriate sections of the Code of Ordinances be amended as necessary to reflect the following, to-wit:

SECTION 2. That Section 2-5 of the Code of Ordinances, being Section 4 of Ordinance No. 2169, adopted December 11, 1984, as amended by Ordinance No. 2435, adopted November 17, 1992, as amended by Ordinance No. 2791, adopted July 2, 2002, as amended by Ordinance No. 2845, adopted June 8, 2004, as amended by Ordinance No. 2996, adopted June 17, 2008, establishing the Ward boundary lines for the City of Hattiesburg, be and the same are hereby amended to read as follows, to-wit:

Ward 1

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with a North/South line lying in Section 32, Township 5 North, Range 13 West, said line being approximately 450 West of the North/South centerline of said Section 32; thence run South along said line to the intersection with the centerline of a railroad track currently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing West along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline of 40th Avenue; thence run North along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence West along the centerline of the Longleaf Trace to its intersection with the West right-of-way of Interstate Highway 59 and the Western corporate limits of the City of Hattiesburg; thence North along West right-of-way of Interstate Highway 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West, said point being the point of beginning.

Ward 2

Beginning at a point on the current City Limits of the City of Hattiesburg, Mississippi, said point being approximately 450 feet West of the North/South centerline of Section 32, Township 5 North, Range 13 West and on the

Southwesterly bank of the Bouie River; thence run South to the centerline of a railroad presently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the NO. & N.E. Railroad; thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile

Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West; thence run East along the South line of said Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently

known as the Mississippi Central Railroad; thence run North along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg; thence run in a Northwesterly direction along the current City Limits following its meandering in a counter clockwise direction to a point lying in Section 32, Township 5 North, Range 13 West, said point being approximately 450 feet West of the North/South centerline of said Section 32, said point being the point of beginning.

Ward 3

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the with the centerline of a former railroad now known as the Longleaf Trace, said point being locate in the Southeast 1/4 of Section 1, Township 4 North, Range 14 West and said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a counter clockwise direction to its intersection with the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of Section 6, Township 3 North, Range 13 West and continuing North along the East line of Sections 31, 30, 19, 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run West along the centerline of Hardy Street to its intersection

with the centerline of 40th Avenue; thence run North along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the centerline of said Longleaf Trace; thence West along the centerline of said Longleaf Trace to its intersection with the West right-of-way of Interstate Highway 59, said right-of-way also being the Western limit of the City of Hattiesburg and the point of beginning.

Ward 4

Beginning at the intersection of the centerline of United States Highway 49 and the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the

NO. & N.E. Railroad; thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of 6th Avenue; thence run Northwest along the centerline of 6th Avenue to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11; thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road; thence run West along the centerline of Lincoln Road to its intersection with the East line of Section 18, Township 4 North, Range 13 West; thence run North along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run East along the centerline of Hardy Street to its intersection with the centerline of United States Highway 49; thence run

North along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street, said point being the point of beginning.

Ward 5

Beginning at a the point of intersection of the current City Limits of the City of Hattiesburg and the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of Section 6, Township 3 North, Range 13 West and continuing North along the East line of Sections 31, 30, 19 and 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road; thence run East along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11; thence run Northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49; thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street; thence run Northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue; thence run Southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue; thence run East along the centerline of Hall Avenue to the intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West;

thence run East along the South line of said Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently known as the Mississippi Central Railroad; thence run North along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to a point on the East line of Section 6, Township 3 North, Range 13 West, said point being the point of beginning.

SECTION 3. That any ordinance, Code of Ordinances, or parts thereof of the City of Hattiesburg which is found to be in conflict with the foregoing shall be repealed only to the extent that such conflict exists.

SECTION 4. That this Ordinance shall take effect and be in force from and after passage as provided by law, but the implementation of such ordinance shall not be effective until such time as this ordinance has received all necessary approvals or determinations pursuant to Section 5 of the Voting Rights Act of 1965, as amended and extended.

The foregoing Ordinance having been reduced to writing was introduced by Council member _____ and seconded by Council member _____ and the vote thereon was as follows:

YEAS:

NAYS:

The President declared the motion carried and the Ordinance adopted and approved on this the _____ day of July, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of July, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO. 3088

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NO. 2169, ADOPTED DECEMBER 11, 1984, AMENDING ORDINANCE NO. 2835, ADOPTED NOVEMBER 11, 1992, AMENDING ORDINANCE NO. 2791, ADOPTED JULY 2, 2002, AMENDING ORDINANCE NO. 2845, ADOPTED JUNE 8, 2004, AMENDING ORDINANCE NO. 2996, ADOPTED JUNE 17, 2008, ESTABLISHING NEW WARD BOUNDARY LINES FOR THE CITY OF HATTIESBURG ELECTION DISTRICTS FOR THE CITY OF HATTIESBURG, MISSISSIPPI

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

SECTION 1. That the geographic extents of the election wards as heretofore adopted and established by previous ordinances of the City Council and codified in the Code of Ordinances for said City are hereby amended such that each ward shall consist of the geographic territory encompassed by the following descriptions, and that the appropriate sections of the Code of Ordinances be amended as necessary to reflect the following, to-wit:

SECTION 2. That Section 2-5 of the Code of Ordinances, being Section 4 of Ordinance No. 2169, adopted December 11, 1984, as amended by Ordinance No. 2435, adopted November 17, 1992, as amended by Ordinance No. 2791, adopted July 2, 2002, as amended by Ordinance No. 2845, adopted June 8, 2004, as amended by Ordinance No. 2996, adopted June 17, 2008, establishing the Ward boundary lines for the City of Hattiesburg, be and the same are hereby amended to read as follows, to-wit:

Ward 1

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with a North/South line lying in Section 32, Township 5 North, Range 13 West, said line being approximately 450 West of the North/South centerline of said Section 32; thence run South along said line to the intersection with the centerline of a railroad track currently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing West along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline of 40th Avenue; thence run North along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence West along the centerline of the Longleaf Trace to its intersection with the West right-of-way of Interstate Highway 59 and the Western corporate limits of the City of Hattiesburg; thence North along West right-of-way of Interstate Highway 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West, said point being the point of beginning.

Ward 2

Beginning at a point on the current City Limits of the City of Hattiesburg, Mississippi, said point being approximately 450 feet West of the North/South centerline of Section 32, Township 5 North, Range 13 West and on the

Southwesterly bank of the Bouie River; thence run South to the centerline of a railroad presently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the NO. & N.E. Railroad; thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile

Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West; thence run East along the South line of said Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently

known as the Mississippi Central Railroad; thence run North along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg; thence run in a Northwesterly direction along the current City Limits following its meandering in a counter clockwise direction to a point lying in Section 32, Township 5 North, Range 13 West, said point being approximately 450 feet West of the North/South centerline of said Section 32, said point being the point of beginning.

Ward 3

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the with the centerline of a former railroad now known as the Longleaf Trace, said point being locate in the Southeast 1/4 of Section 1, Township 4 North, Range 14 West and said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a counter clockwise direction to its intersection with the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of Section 6, Township 3 North, Range 13 West and continuing North along the East line of Sections 31, 30, 19, 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run West along the centerline of Hardy Street to its intersection

with the centerline of 40th Avenue; thence run North along the centerline of 40th Avenue and a northerly extension thereof to its intersection with the centerline of said Longleaf Trace; thence West along the centerline of said Longleaf Trace to its intersection with the West right-of-way of Interstate Highway 59, said right-of-way also being the Western limit of the City of Hattiesburg and the point of beginning.

Ward 4

Beginning at the intersection of the centerline of United States Highway 49 and the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the

NO. & N.E. Railroad; thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of 6th Avenue; thence run Northwest along the centerline of 6th Avenue to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11; thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road; thence run West along the centerline of Lincoln Road to its intersection with the East line of Section 18, Township 4 North, Range 13 West; thence run North along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run East along the centerline of Hardy Street to its intersection with the centerline of United States Highway 49; thence run

North along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street, said point being the point of beginning.

Ward 5

Beginning at a the point of intersection of the current City Limits of the City of Hattiesburg and the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of Section 6, Township 3 North, Range 13 West and continuing North along the East line of Sections 31, 30, 19 and 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road; thence run East along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11; thence run Northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49; thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street; thence run Northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue; thence run Southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue; thence run East along the centerline of Hall Avenue to the intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West;

thence run East along the South line of said Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently known as the Mississippi Central Railroad; thence run North along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to a point on the East line of Section 6, Township 3 North, Range 13 West, said point being the point of beginning.

SECTION 3. That any ordinance, Code of Ordinances, or parts thereof of the City of Hattiesburg which is found to be in conflict with the foregoing shall be repealed only to the extent that such conflict exists.

SECTION 4. That this Ordinance shall take effect and be in force from and after passage as provided by law, but the implementation of such ordinance shall not be effective until such time as this ordinance has received all necessary approvals or determinations pursuant to Section 5 of the Voting Rights Act of 1965, as amended and extended.

The foregoing Ordinance having been reduced to writing was introduced by Council member Carroll and seconded by Council member Ware and the vote thereon was as follows:

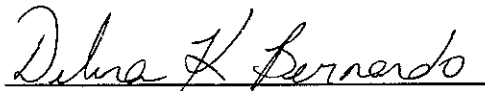
YEAS: Bradley
Carroll
Ware

NAYS: Delgado
Naylor

The President declared the motion carried and the Ordinance adopted and approved on this the 17th day of July, 2012.

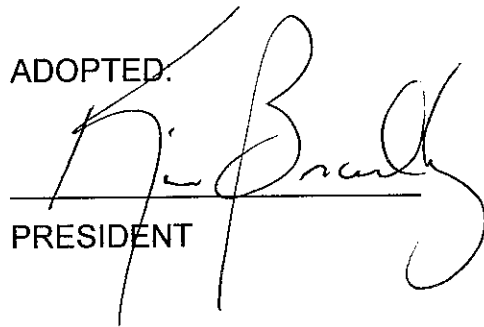
(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

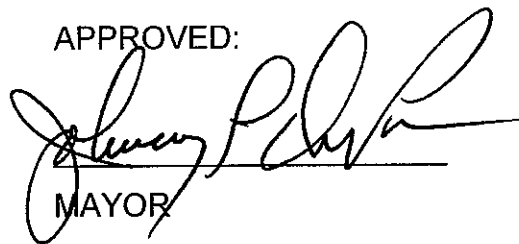
The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 17th day of July, 2012.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0966

File ID: 2012-0966

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 07/17/2012

Brief Title: Adopt an Ordinance designating the places to vote in each precinct

Final Action: 07/17/2012

Minute Book Number:

Title:

Adopt an Ordinance amending Section 8 of the Code of Ordinances designating the places for voting in each precinct in City of Hattiesburg; and repealing Ordinances 2436,2847 and 2920 and all other ordinances in conflict therewith.

Notes: Ordinance No. 2920, adopted 7/18/06, Ordinance No 2947, adopted 7/6/04 and Ordinance No 2436, adopted 11/17/92 are hereby repealed.

Sponsors:

Enactment Date:

Attachments: Ordinance designating precincts, executed
Ordinance #3089 designating precincts

Enactment Number:

Contact:

Meeting Date: 07/17/2012

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	07/17/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Adopt an Ordinance (Number 3089) amending Section 8 of the Code of Ordinances designating the places for voting in each precinct in City of Hattiesburg; and repealing Ordinances 2436,2847 and 2920 and all other ordinances in conflict therewith.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 3 - Bradley, Carroll and Ware							
Nays: 2 - Delgado and Naylor							
Yea: 3				President Bradley Council Member Carroll Vice President Ware			
Nay: 2				Council Member Delgado Council Member Naylor			
TEL-No Vote: 0							

1	City Council - Amendments to the Agenda	07/17/2012
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Text of Legislative File 2012-0966

Title

Adopt an Ordinance amending Section 8 of the Code of Ordinances designating the places for voting in each precinct in City of Hattiesburg; and repealing Ordinances 2436,2847 and 2920 and all other ordinances in conflict therewith.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE AMENDING SECTION 8, SECTIONS 8-1 THROUGH 8-6 OF
THE CODE OF ORDINANCES, DESIGNATING EACH VOTING PRECINCT IN
THE CITY OF HATTIESBURG, MISSISSIPPI, AS AN ELECTION DISTRICT
FOR MUNICIPAL PRIMARIES AND ELECTIONS; DESIGNATING THE PLACES
FOR VOTING IN EACH PRECINCT OF SAID CITY; AND REPEALING
ORDINANCES 2436, 2847 AND 2920 AND ALL OTHER ORDINANCES IN
CONFLICT THEREWITH

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

SECTION 1. Each of the precincts of the City of Hattiesburg, Mississippi, shall constitute a separate election or voting district for municipal primaries and elections, and each precinct shall have one voting place as hereinafter provided.

SECTION 2. The precincts or election districts and places for voting in Ward 1 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Highland Park Precinct, the voting place for which is the Cornerstone Church, 3202 West 7th Street, Hattiesburg, Mississippi. The Highland Park Precinct is described as follows:

Beginning at the intersection of the centerline of United States Highway 49 and the Easterly projection of the centerline of Campbell Drive; run thence in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline of North 40th Avenue; thence run North along the centerline of North 40th Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence West along the centerline of said Longleaf Trace to its intersection with the West right-of-way of Interstate Highway 59 and the Western limit of the City of Hattiesburg; thence North along West right-of-way of

Interstate Highway 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West; thence run East to the point of intersection with the centerline of Campbell Drive; thence run East along the centerline of Campbell Drive and an Easterly projection thereof to its intersection with the centerline of United States Highway 49 and the point of beginning.

- B. There shall be a voting district known as the North Heights Precinct, the voting place for which is the National Guard Armory, 6450 Highway 49, Hattiesburg, Mississippi. The North Heights Precinct is described as follows:

Beginning at the intersection of the centerline of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, thence run in a Northeasterly direction along the centerline of said Interstate 59 to its intersection with the present City Limits of the City of Hattiesburg, Mississippi, said intersection occurring at the point where said Interstate Highway 59 crosses the Bouie River; thence run Southeasterly along the current City Limits of the City of Hattiesburg to its intersection with a North/South line lying in Section 32, Township 5 North, Range 13 West, said line being approximately 450 West of the North/South centerline of said Section 32; thence run South along said line to the intersection with the centerline of a railroad track currently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing West along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the Easterly projection of the centerline of Campbell Drive; thence run Westerly along the centerline of Campbell Drive to its intersection with the centerline of N 34th Avenue; thence run West to the Southeast corner of Section 36, Township 5 North, Range 14 West; thence run West along the South line of said Section 36 to the point of beginning.

- C. There shall be a voting district known as the USM Golf Course Precinct, the voting place for which is the Hattiesburg Moose

Lodge, 308 West Hills Drive, Hattiesburg, Mississippi. The USM Golf Course Precinct is described as follows:

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Interstate Highway 59, said intersection occurring at the point where said Interstate Highway 59 crosses the Bouie River; thence leaving the current City Limits of the City of Hattiesburg run in a Southwesterly direction along the centerline of said Interstate 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West; thence run West along the South line of said Section 36 to its intersection with the West right-of-way line of Interstate Highway 59 and the point of beginning.

SECTION 3. The precincts or election districts and places for voting in Ward 2 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Hattiesburg Intermodal Facility Precinct, the voting place for which is the Hattiesburg Intermodal Facility (Depot), 308 Newman Street, Hattiesburg, Mississippi. The Hattiesburg Intermodal Facility Precinct is described as follows:

Beginning at the intersection of the centerlines of Penton Street and County Drive; thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West; thence run East along the South line of said Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently known as the Mississippi Central Railroad; thence run North along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly

direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West $\frac{1}{2}$ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West $\frac{1}{2}$ of Section 14 and continuing along the East line of the West $\frac{1}{2}$ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg; thence run in a Northwesterly direction along the current City Limits following its meandering in a counter clockwise direction to a point of intersection with the centerline of a railroad track, said intersection occurring in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 13 West; thence run Southwesterly for 1320 feet, more or less, along the centerline of said railroad track to a point of intersection with an Easterly extension of the centerline of the Illinois Central Railroad; thence run Westerly to and along the centerline of the Illinois Central Railroad for a distance of 3,550 feet, more or less, to a point intersecting the centerline of the NO. & N.E. Railroad; thence run Southeasterly along the centerline NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the

centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with centerline of County Drive and the point of beginning.

- B. There shall be a voting district known as the Grace Christian Precinct, the voting place for which is the Grace Christian Elementary School, 2207 West 7th Street, Hattiesburg, Mississippi. The Grace Christian Precinct is described as follows:

Beginning at a point on the current City Limits of the City of Hattiesburg, Mississippi, said point being approximately 450 feet West of the North/South centerline of Section 32, Township 5 North, Range 13 West and on the Southwesterly bank of the Bouie River; thence run South to the centerline of a railroad presently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing West along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run North along the centerline of North Street to its intersection with the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Providence Street; thence run North along the centerline of Providence Street and continuing North along the centerline of Stanley Street to its intersection with the centerline of Hazel Street; thence run West along the centerline of Hazel Street and a

Westerly extension thereof to its intersection with the centerline of Glendale Avenue; thence run North along the centerline of Glendale Avenue to its intersection with the current City Limits of the City of Hattiesburg, said point lying at the Bouie River; thence run Northwesterly along the meanderings of the current City Limits of the City of Hattiesburg to a point being approximately 450 feet West of the North/South centerline of said Section 32 and on the Southwesterly bank of the Bouie River and the point of beginning.

- C. There shall be a voting district known as the East 6th Street USO Club Precinct, the voting place for which is 300 East 6th Street, Hattiesburg, Mississippi. The East 6th Street USO Club Precinct is described as follows:

Beginning at a point on the current City Limits of the City of Hattiesburg, said point lying at the intersection of the centerline of Glendale Avenue and the Bouie River; thence leaving said city limits run South along the centerline of Glendale Avenue to its intersection with the Westerly extension of the centerline of Hazel Street; thence run East to and along the centerline of Hazel Street to its intersection with the centerline of Stanley Street; thence run South along the centerline of Stanley Street and continuing South along the centerline of Providence Street to its intersection with the centerline of West 7th Street; thence run West along the centerline of West 7th Street to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track and an Easterly

extension thereof for a distance of approximately 7 tenths of one mile to its intersection with a rail line, said intersection occurring in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 4 North, Range 13 West; thence run Northeasterly along the centerline of said rail line to its intersection with the present city limits of the City of Hattiesburg, said intersection occurring in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 13 West; thence run Northwesterly along the meanderings of the city limits of the City of Hattiesburg to its intersection with the centerline of Glendale Avenue and the point of beginning.

SECTION 4. The precincts or election districts and places for voting in Ward 3 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-B, inclusive, as follows:

- A. There shall be a voting district known as the Wesley Manor Precinct, the voting place for which is the Wesley Manor Retirement Community, 246 Westover Drive, Hattiesburg, Mississippi. The Wesley Manor Precinct is described as follows:

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the with the centerline of a former railroad now known as the Longleaf Trace, said point being located in the Southeast $\frac{1}{4}$ of Section 1, Township 4 North, Range 14 West and said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a counter clockwise direction to its intersection with the Forrest County/Lamar County line on the Range line common to Range 13 West and Range 14 West; thence leaving said city limits run North along the Forrest County/Lamar County line and along 40th Avenue to the point of intersection with the centerline of said Longleaf Trace; thence run West along the centerline of said Longleaf Trace to its intersection with the West right-of-way line of Interstate Highway 59 and the point of beginning.

- B. There shall be a voting district known as the Thames School Precinct, the voting place for which is the W.I. Thames Elementary

School, 2900 Jamestown Road, Hattiesburg, Mississippi. The Thames School Precinct is described as follows:

Beginning at a point on the current City Limits of the City of Hattiesburg, Mississippi, said point lying at the intersection of the Forrest County/Lamar County line and the Range line common to Range 13 West and Range 14 West; thence run South and Southeasterly following along said city limits in a counter clockwise direction to its intersection with the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of Section 6, Township 3 North, Range 13 West and continuing North along the East line of Sections 30, 31, 19, 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline North 40th Avenue, said point being on the Forrest County/Lamar County line; thence run South along the Forrest County/Lamar County line to its intersection with the present city limits of the City of Hattiesburg the point of beginning.

SECTION 5. The precincts or election districts and places for voting in Ward 4 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Blair Precinct, the voting place for which is the W. U. Sigler Center, 315 Conti Street, Hattiesburg, Mississippi. The Blair Precinct is described as follows:

Beginning at the intersection of the centerline of United States Highway 49 and the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South

along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the NO. & N.E. Railroad; thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street for a distance of approximately 0.15 miles to its intersection with a rail line; thence run Southwesterly along said rail line to its intersection with the centerline of Ronie Street; thence run North along the centerline of Ronie Street to its intersection with the centerlines of West Front Street and Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline of United States Highway 49; thence run North along the centerline of United States Highway 49 to its intersection with centerline of West 7th Street and the point of beginning.

- B. There shall be a voting district known as the Camp School Precinct, the voting place for which is the Hattiesburg Public School Administrative Office Building (formerly Camp Elementary School),

301 Mamie Street, Hattiesburg, Mississippi. The Camp School Precinct is described as follows:

Beginning at the intersection of the centerline of Agnes Street and the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of 6th Avenue; thence run Northwesterly along the centerline of 6th Avenue to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11; thence run Northeasterly along the centerline of Broadway Drive to its intersection with the Southerly extension of the centerline of S 17th Avenue; thence run North to and along the centerline of S 17th Avenue to its intersection with the centerline of Hardy Street; thence run East along the centerline of Hardy Street to its intersection with the centerline of Ronie Street; thence run South along the centerline of Ronie Street a distance of approximately 500 feet to its intersection with the centerline of a rail line; thence run Northeasterly along the centerline of said rail line to its intersection with the centerline of Agnes Street; thence run Southeasterly along the centerline of Agnes Street to its intersection with the centerline of Buschman Street and the point of beginning.

- C. There shall be a voting district known as the Kamper Park Precinct, the voting place for which is the Kamper Park Education Center, 107 South 17th Avenue, Hattiesburg, Mississippi. The Kamper Park Precinct is described as follows:

Beginning at the intersection of the centerlines of United States Highway 49 and Broadway Drive or Highway 11; thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road; thence run West

along the centerline of Lincoln Road to its intersection with the East line of Section 18, Township 4 North, Range 13 West; thence run North along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run East along the centerline of Hardy Street to its intersection with the centerline of S 17th Avenue; thence run South along the centerline of S 17th Avenue and a Southerly extension thereof to a point in the centerline of Broadway Drive; thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49 and the point of beginning.

SECTION 6. The precincts or election districts and places for voting in Ward 5 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Dixie Pine-Central Precinct, the voting place for which is the Palmer's Crossing Community Center, 225 Tatum Road, Hattiesburg, Mississippi. The Dixie Pine-Central Precinct is described as follows:

Beginning at the intersection of the South line of Section 14, Township 4 North, Range 13 West and the centerline of a railroad, said intersection lying approximately 400 feet East of the Southwest corner of said Section 14; thence run East along the South line of said Section 14 to its intersection with a railroad presently known as the M.C. Railroad, said intersection lying approximately 1,290 feet East of the Southwest corner of said Section 14; thence run North along the centerline of said M.C. Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of said Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point also being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western Bank of the Leaf River and a point on the

current City Limits of the City of Hattiesburg; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to a point intersecting the Southerly extension of the centerline of W L Runnels Industrial Drive; thence run North to and along the centerline of W L Runnels Industrial Drive to a point due East of the intersection of the centerline of United States Highway 49 and the North line of Section 3, Township 3 North, Range 13 West; thence run West to said intersection of United States Highway 49 and the North line of Section 3; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Central School Road; thence run Easterly along the centerline of Central School Road to its intersection with the centerline of P D Freeman Road; thence run North and East along the centerline of P D Freeman Road and continuing East along the centerline of Barkley Road to its intersection with the centerline of Rouse Road; thence run North along the centerline of Rouse Road to its intersection with the centerline of Dixie Pine Road; thence run East along the centerline of Dixie Pine Road a distance of approximately 1,400 feet to its intersection with the centerline of a railroad track; thence run Northwesterly along the centerline of said railroad track to the South line of Section 14, Township 4 North, Range 13 West and the point of beginning.

- B. There shall be a voting district known as the Rowan School Precinct, the voting place for which is the Rowan School, 500 Martin Luther King Drive, Hattiesburg, Mississippi. The Rowan Center of Hattiesburg High School Precinct is described as follows:

Beginning at the intersection of the centerlines of United States Highway 49 and West Pine Street; thence run Northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue; thence run southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue; thence run east along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of

John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run East along the centerline of County Drive to its intersection with the centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West; thence run East along the South line of Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 400 feet to its intersection with the centerline of a railroad; thence run Southeasterly along said railroad to its intersection with the centerline of Dixie Pine Road; thence run West along the centerline of Dixie Pine Road to its intersection with the centerline of Rouse Road; thence run South along the centerline of Rouse Road to its intersection with the centerline of Barkley Road; thence run West along the centerline of Barkley Road and continuing West and South along the centerline of P D Freeman Road to its intersection with the centerline of Central School Road; thence run Westerly along the centerline of Central School Road to its intersection with the centerline of United States Highway 49; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street and the point of beginning.

- C. There shall be a voting district known as the Timberton Precinct, the voting place for which is the Pine Belt Family "Y" Building, 3719 U.S. Highway 11 South, Hattiesburg, Mississippi. The Timberton Precinct is described as follows:

Beginning at a the point of intersection of the current City Limits of the City of Hattiesburg and the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of said Section 6 and continuing North along the East line of Sections 31, 30, 19 and 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road; thence run East along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11; thence run Northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49; thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the North line of Section 3, Township 3 North, Range 13 West; thence run due East to a point in the centerline of WL Runnels Industrial

Drive; thence run South along the centerline of WL Runnels Industrial Drive and a southerly extension thereof to a point on the present city limits of the City of Hattiesburg; thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to a point on the East line of Section 6, Township 3 North, Range 13 West and the point of beginning.

SECTION 7. That Ordinance Number 2920, adopted July 18, 2006, Ordinance Number 2947, adopted July 6, 2004, and Ordinance Number 2436, adopted November 17, 1992 are hereby repealed.

SECTION 8. That any ordinance, Code of Ordinances, or parts thereof of the City of Hattiesburg which is found to be in conflict with the foregoing shall be repealed only to the extent that such conflict exists.

SECTION 9. That this Ordinance shall take effect and be in force from and after passage as provided by law, but the implementation of such ordinance shall not be effective until such time as this ordinance has received all necessary approvals or determinations pursuant to Section 5 of the Voting Rights Act of 1965, as amended and extended.

The foregoing Ordinance having been reduced to writing was introduced by Council member _____ and seconded by Council member _____ and the vote thereon was as follows:

YEAS:

NAYS:

The President declared the motion carried and the Ordinance adopted and approved on this the _____ day of July, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of July, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NO 3089

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 8, SECTIONS 8-1 THROUGH 8-6 OF THE CODE OF ORDINANCES, DESIGNATING EACH VOTING PRECINCT IN THE CITY OF HATTIESBURG, MISSISSIPPI, AS AN ELECTION DISTRICT FOR MUNICIPAL PRIMARIES AND ELECTIONS; DESIGNATING THE PLACES FOR VOTING IN EACH PRECINCT OF SAID CITY; AND REPEALING ORDINANCES 2436, 2847 AND 2920 AND ALL OTHER ORDINANCES IN CONFLICT THEREWITH

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

SECTION 1. Each of the precincts of the City of Hattiesburg, Mississippi, shall constitute a separate election or voting district for municipal primaries and elections, and each precinct shall have one voting place as hereinafter provided.

SECTION 2. The precincts or election districts and places for voting in Ward 1 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Highland Park Precinct, the voting place for which is the Cornerstone Church, 3202 West 7th Street, Hattiesburg, Mississippi. The Highland Park Precinct is described as follows:

Beginning at the intersection of the centerline of United States Highway 49 and the Easterly projection of the centerline of Campbell Drive; run thence in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline of North 40th Avenue; thence run North along the centerline of North 40th Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence West along the centerline of said Longleaf Trace to its intersection with the West right-of-way of Interstate Highway 59 and the Western limit of the City of Hattiesburg; thence North along West right-of-way of

Interstate Highway 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West; thence run East to the point of intersection with the centerline of Campbell Drive; thence run East along the centerline of Campbell Drive and an Easterly projection thereof to its intersection with the centerline of United States Highway 49 and the point of beginning.

- B. There shall be a voting district known as the North Heights Precinct, the voting place for which is the National Guard Armory, 6450 Highway 49, Hattiesburg, Mississippi. The North Heights Precinct is described as follows:

Beginning at the intersection of the centerline of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, thence run in a Northeasterly direction along the centerline of said Interstate 59 to its intersection with the present City Limits of the City of Hattiesburg, Mississippi, said intersection occurring at the point where said Interstate Highway 59 crosses the Bouie River; thence run Southeasterly along the current City Limits of the City of Hattiesburg to its intersection with a North/South line lying in Section 32, Township 5 North, Range 13 West, said line being approximately 450 West of the North/South centerline of said Section 32; thence run South along said line to the intersection with the centerline of a railroad track currently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing West along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the Easterly projection of the centerline of Campbell Drive; thence run Westerly along the centerline of Campbell Drive to its intersection with the centerline of N 34th Avenue; thence run West to the Southeast corner of Section 36, Township 5 North, Range 14 West; thence run West along the South line of said Section 36 to the point of beginning.

- C. There shall be a voting district known as the USM Golf Course Precinct, the voting place for which is the Hattiesburg Moose

Lodge, 308 West Hills Drive, Hattiesburg, Mississippi. The USM Golf Course Precinct is described as follows:

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the South line of Section 36, Township 5 North, Range 14 West, said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to its intersection with the centerline of Interstate Highway 59, said intersection occurring at the point where said Interstate Highway 59 crosses the Bouie River; thence leaving the current City Limits of the City of Hattiesburg run in a Southwesterly direction along the centerline of said Interstate 59 to its intersection with the South line of Section 36, Township 5 North, Range 14 West; thence run West along the South line of said Section 36 to its intersection with the West right-of-way line of Interstate Highway 59 and the point of beginning.

SECTION 3. The precincts or election districts and places for voting in Ward 2 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Hattiesburg Intermodal Facility Precinct, the voting place for which is the Hattiesburg Intermodal Facility (Depot), 308 Newman Street, Hattiesburg, Mississippi. The Hattiesburg Intermodal Facility Precinct is described as follows:

Beginning at the intersection of the centerlines of Penton Street and County Drive; thence run East along the centerline of County Drive to its intersection with centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West; thence run East along the South line of said Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 1,290 feet to its intersection with centerline of a railroad presently known as the Mississippi Central Railroad; thence run North along the centerline of said Mississippi Central Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly

direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western bank of the Leaf River, said point being on the current City Limits of the City of Hattiesburg; thence run in a Northwesterly direction along the current City Limits following its meandering in a counter clockwise direction to a point of intersection with the centerline of a railroad track, said intersection occurring in the SW ¼ of the SW ¼ of Section 2, Township 4 North, Range 13 West; thence run Southwesterly for 1320 feet, more or less, along the centerline of said railroad track to a point of intersection with an Easterly extension of the centerline of the Illinois Central Railroad; thence run Westerly to and along the centerline of the Illinois Central Railroad for a distance of 3,550 feet, more or less, to a point intersecting the centerline of the NO. & N.E. Railroad; thence run Southeasterly along the centerline NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street to its intersection with the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the

centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with centerline of County Drive and the point of beginning.

- B. There shall be a voting district known as the Grace Christian Precinct, the voting place for which is the Grace Christian Elementary School, 2207 West 7th Street, Hattiesburg, Mississippi. The Grace Christian Precinct is described as follows:

Beginning at a point on the current City Limits of the City of Hattiesburg, Mississippi, said point being approximately 450 feet West of the North/South centerline of Section 32, Township 5 North, Range 13 West and on the Southwesterly bank of the Bouie River; thence run South to the centerline of a railroad presently known as the Illinois Central Gulf Railroad; thence run Southeasterly along the centerline of said Illinois Central Gulf Railroad to its intersection with the centerline of Pritchard Road; thence run West along the centerline of Pritchard Road and continuing West along the centerline of Mississippi Highway 42 to its intersection with the centerline of United States Highway 49; thence run in a Southerly direction along the centerline of United States Highway 49 to its intersection with the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run North along the centerline of North Street to its intersection with the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Providence Street; thence run North along the centerline of Providence Street and continuing North along the centerline of Stanley Street to its intersection with the centerline of Hazel Street; thence run West along the centerline of Hazel Street and a

Westerly extension thereof to its intersection with the centerline of Glendale Avenue; thence run North along the centerline of Glendale Avenue to its intersection with the current City Limits of the City of Hattiesburg, said point lying at the Bouie River; thence run Northwesterly along the meanderings of the current City Limits of the City of Hattiesburg to a point being approximately 450 feet West of the North/South centerline of said Section 32 and on the Southwesterly bank of the Bouie River and the point of beginning.

- C. There shall be a voting district known as the East 6th Street USO Club Precinct, the voting place for which is 300 East 6th Street, Hattiesburg, Mississippi. The East 6th Street USO Club Precinct is described as follows:

Beginning at a point on the current City Limits of the City of Hattiesburg, said point lying at the intersection of the centerline of Glendale Avenue and the Bouie River; thence leaving said city limits run South along the centerline of Glendale Avenue to its intersection with the Westerly extension of the centerline of Hazel Street; thence run East to and along the centerline of Hazel Street to its intersection with the centerline of Stanley Street; thence run South along the centerline of Stanley Street and continuing South along the centerline of Providence Street to its intersection with the centerline of West 7th Street; thence run West along the centerline of West 7th Street to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track and an Easterly

extension thereof for a distance of approximately 7 tenths of one mile to its intersection with a rail line, said intersection occurring in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 4 North, Range 13 West; thence run Northeasterly along the centerline of said rail line to its intersection with the present city limits of the City of Hattiesburg, said intersection occurring in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 4 North, Range 13 West; thence run Northwesterly along the meanderings of the city limits of the City of Hattiesburg to its intersection with the centerline of Glendale Avenue and the point of beginning.

SECTION 4. The precincts or election districts and places for voting in Ward 3 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-B, inclusive, as follows:

- A. There shall be a voting district known as the Wesley Manor Precinct, the voting place for which is the Wesley Manor Retirement Community, 246 Westover Drive, Hattiesburg, Mississippi. The Wesley Manor Precinct is described as follows:

Beginning at the intersection of the West right-of-way line of Interstate Highway 59 and the with the centerline of a former railroad now known as the Longleaf Trace, said point being located in the Southeast $\frac{1}{4}$ of Section 1, Township 4 North, Range 14 West and said point lying on the current City Limits of the City of Hattiesburg, Mississippi; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a counter clockwise direction to its intersection with the Forrest County/Lamar County line on the Range line common to Range 13 West and Range 14 West; thence leaving said city limits run North along the Forrest County/Lamar County line and along 40th Avenue to the point of intersection with the centerline of said Longleaf Trace; thence run West along the centerline of said Longleaf Trace to its intersection with the West right-of-way line of Interstate Highway 59 and the point of beginning.

- B. There shall be a voting district known as the Thames School Precinct, the voting place for which is the W.I. Thames Elementary

School, 2900 Jamestown Road, Hattiesburg, Mississippi. The Thames School Precinct is described as follows:

Beginning at a point on the current City Limits of the City of Hattiesburg, Mississippi, said point lying at the intersection of the Forrest County/Lamar County line and the Range line common to Range 13 West and Range 14 West; thence run South and Southeasterly following along said city limits in a counter clockwise direction to its intersection with the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of Section 6, Township 3 North, Range 13 West and continuing North along the East line of Sections 30, 31, 19, 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline North 40th Avenue, said point being on the Forrest County/Lamar County line; thence run South along the Forrest County/Lamar County line to its intersection with the present city limits of the City of Hattiesburg the point of beginning.

SECTION 5. The precincts or election districts and places for voting in Ward 4 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Blair Precinct, the voting place for which is the W. U. Sigler Center, 315 Conti Street, Hattiesburg, Mississippi. The Blair Precinct is described as follows:

Beginning at the intersection of the centerline of United States Highway 49 and the centerline of West 7th Street; thence run East along the centerline of West 7th Street to its intersection with the centerline of Melba Avenue; thence run South along the centerline of Melba Avenue to its intersection with the centerline of a former railroad now known as the Longleaf Trace; thence run East along the centerline of said Longleaf Trace to its intersection with the centerline of North Street; thence run South along the centerline of North Street to its intersection with the centerline of West 4th Street; thence run East along the centerline of West 4th Street to its intersection with the centerline of Broad Street; thence run South

along the centerline of Broad Street to its intersection with the centerline of Gordon's Creek; thence run in an Easterly direction along the centerline of Gordon's Creek to its intersection with the centerline of College Street; thence run in a Northeasterly direction along the centerline of College Street to its intersection with the centerline of North Main Street; thence run Southeasterly along the centerline of North Main Street to its intersection with the centerline of Melrose Street; thence run Northeasterly along the centerline of Melrose Street to its intersection with the centerline of Jackson Street; thence run Northerly along the centerline of Jackson Street to its intersection with the South line of Section 3, Township 4 North, Range 13 West; thence run North along the centerline of Jackson Street approximately 180 feet to the centerline of a railroad track; thence run East along the centerline of said railroad track approximately 690 feet to its intersection with the centerline of a railroad presently known as the NO. & N.E. Railroad; thence run Southeasterly along the centerline of said NO. & N.E. Railroad to its intersection with the centerline of Mobile Street; thence run South along the centerline of Mobile Street to its intersection with the centerline of East 2nd Street; thence run East along the centerline of East 2nd Street for approximately 50 feet to its intersection with the centerline of a railroad presently known as the G. & S.I. Railroad; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southeasterly along the centerline of said G. & S.I. Railroad to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of Market Street; thence run Southeasterly along the centerline of Market Street and continuing along the centerline of Agnes Street for a distance of approximately 0.15 miles to its intersection with a rail line; thence run Southwesterly along said rail line to its intersection with the centerline of Ronie Street; thence run North along the centerline of Ronie Street to its intersection with the centerlines of West Front Street and Hardy Street; thence run West along the centerline of Hardy Street to its intersection with the centerline of United States Highway 49; thence run North along the centerline of United States Highway 49 to its intersection with centerline of West 7th Street and the point of beginning.

- B. There shall be a voting district known as the Camp School Precinct, the voting place for which is the Hattiesburg Public School Administrative Office Building (formerly Camp Elementary School),

301 Mamie Street, Hattiesburg, Mississippi. The Camp School Precinct is described as follows:

Beginning at the intersection of the centerline of Agnes Street and the centerline of Buschman Street; thence run Northeasterly along the centerline of Buschman Street to its intersection with the centerline of River Avenue; thence run Southeasterly along the centerline of River Avenue to its intersection with the centerline of Williams Street; thence run South along the centerline of Williams Street to its intersection with the centerline of James Street; thence run Northwesterly along the centerline of James Street to its intersection with the centerline of Hall Avenue; thence run West along the centerline of Hall Avenue to its intersection with the centerline of 6th Avenue; thence run Northwesterly along the centerline of 6th Avenue to its intersection with the centerline of West Pine Street; thence run Southwesterly along the centerline of West Pine Street to its intersection with the centerline of United States Highway 49; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Broadway Drive or Highway 11; thence run Northeasterly along the centerline of Broadway Drive to its intersection with the Southerly extension of the centerline of S 17th Avenue; thence run North to and along the centerline of S 17th Avenue to its intersection with the centerline of Hardy Street; thence run East along the centerline of Hardy Street to its intersection with the centerline of Ronie Street; thence run South along the centerline of Ronie Street a distance of approximately 500 feet to its intersection with the centerline of a rail line; thence run Northeasterly along the centerline of said rail line to its intersection with the centerline of Agnes Street; thence run Southeasterly along the centerline of Agnes Street to its intersection with the centerline of Buschman Street and the point of beginning.

- C. There shall be a voting district known as the Kamper Park Precinct, the voting place for which is the Kamper Park Education Center, 107 South 17th Avenue, Hattiesburg, Mississippi. The Kamper Park Precinct is described as follows:

Beginning at the intersection of the centerlines of United States Highway 49 and Broadway Drive or Highway 11; thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of Lincoln Road; thence run West

along the centerline of Lincoln Road to its intersection with the East line of Section 18, Township 4 North, Range 13 West; thence run North along the East line of Sections 18 and 7, Township 4 North, Range 13 West to its intersection with the centerline of Hardy Street; thence run East along the centerline of Hardy Street to its intersection with the centerline of S 17th Avenue; thence run South along the centerline of S 17th Avenue and a Southerly extension thereof to a point in the centerline of Broadway Drive; thence run Southwesterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49 and the point of beginning.

SECTION 6. The precincts or election districts and places for voting in Ward 5 of the City of Hattiesburg, Mississippi, for municipal primaries and elections shall be fixed and designated in sub-sections A-C, inclusive, as follows:

- A. There shall be a voting district known as the Dixie Pine-Central Precinct, the voting place for which is the Palmer's Crossing Community Center, 225 Tatum Road, Hattiesburg, Mississippi. The Dixie Pine-Central Precinct is described as follows:

Beginning at the intersection of the South line of Section 14, Township 4 North, Range 13 West and the centerline of a railroad, said intersection lying approximately 400 feet East of the Southwest corner of said Section 14; thence run East along the South line of said Section 14 to its intersection with a railroad presently known as the M.C. Railroad, said intersection lying approximately 1,290 feet East of the Southwest corner of said Section 14; thence run North along the centerline of said M.C. Railroad to its intersection with the centerline of Burkett's Creek; thence run in a Northeasterly direction along the meandering of the centerline of Burkett's creek to its intersection with the East line of the West ½ of Section 14, Township 4 North, Range 13 West, said point also being approximately the Western margin of the City of Hattiesburg sewage treatment lagoons; thence run South following along the East line of the West ½ of said Section 14 and continuing along the East line of the West ½ of Section 23, Township 4 North, Range 13 West, to a point approximately 590 feet South of the South line of said Section 14, said point also being the approximate South margin of the City of Hattiesburg sewage treatment lagoons; thence run East to the Western Bank of the Leaf River and a point on the

current City Limits of the City of Hattiesburg; thence run South along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to a point intersecting the Southerly extension of the centerline of W L Runnels Industrial Drive; thence run North to and along the centerline of W L Runnels Industrial Drive to a point due East of the intersection of the centerline of United States Highway 49 and the North line of Section 3, Township 3 North, Range 13 West; thence run West to said intersection of United States Highway 49 and the North line of Section 3; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of Central School Road; thence run Easterly along the centerline of Central School Road to its intersection with the centerline of P D Freeman Road; thence run North and East along the centerline of P D Freeman Road and continuing East along the centerline of Barkley Road to its intersection with the centerline of Rouse Road; thence run North along the centerline of Rouse Road to its intersection with the centerline of Dixie Pine Road; thence run East along the centerline of Dixie Pine Road a distance of approximately 1,400 feet to its intersection with the centerline of a railroad track; thence run Northwesterly along the centerline of said railroad track to the South line of Section 14, Township 4 North, Range 13 West and the point of beginning.

- B. There shall be a voting district known as the Rowan School Precinct, the voting place for which is the Rowan School, 500 Martin Luther King Drive, Hattiesburg, Mississippi. The Rowan Center of Hattiesburg High School Precinct is described as follows:

Beginning at the intersection of the centerlines of United States Highway 49 and West Pine Street; thence run Northeasterly along the centerline of West Pine Street to its intersection with the centerline of 6th Avenue; thence run southeast along the centerline of 6th Avenue to its intersection with the centerline of Hall Avenue; thence run east along the centerline of Hall Avenue to its intersection with the centerline of Dabbs Street; thence run South along the centerline of Dabbs Street to its intersection with the centerline of Katie Avenue; thence run West along the centerline of Katie Avenue to its intersection with the centerline of Charles Street; thence run South along the centerline of Charles Street to its intersection with the centerline of Rosa Avenue; thence run East along the centerline of Rosa Avenue to its intersection with the centerline of John Street; thence run South along the centerline of

John Street to its intersection with the centerline of Cypress Avenue; thence run East along the centerline of Cypress Avenue to its intersection with the centerline of Penton Street; thence run South along the centerline of Penton Street to its intersection with the centerline of County Drive; thence run East along the centerline of County Drive to its intersection with the centerline of Edwards Street and the South line of Section 15, Township 4 North, Range 13 West; thence run East along the South line of Section 15 to the Southeast corner of said Section 15; thence run East along the South line of Section 14, Township 4 North, Range 13 West approximately 400 feet to its intersection with the centerline of a railroad; thence run Southeasterly along said railroad to its intersection with the centerline of Dixie Pine Road; thence run West along the centerline of Dixie Pine Road to its intersection with the centerline of Rouse Road; thence run South along the centerline of Rouse Road to its intersection with the centerline of Barkley Road; thence run West along the centerline of Barkley Road and continuing West and South along the centerline of P D Freeman Road to its intersection with the centerline of Central School Road; thence run Westerly along the centerline of Central School Road to its intersection with the centerline of United States Highway 49; thence run Northwesterly along the centerline of United States Highway 49 to its intersection with the centerline of West Pine Street and the point of beginning.

- C. There shall be a voting district known as the Timberton Precinct, the voting place for which is the Pine Belt Family "Y" Building, 3719 U.S. Highway 11 South, Hattiesburg, Mississippi. The Timberton Precinct is described as follows:

Beginning at a the point of intersection of the current City Limits of the City of Hattiesburg and the East line of Section 6, Township 3 North, Range 13 West; thence run North along the East line of said Section 6 and continuing North along the East line of Sections 31, 30, 19 and 18, Township 4 North, Range 13 West to its intersection with the centerline of Lincoln Road; thence run East along the centerline of Lincoln Road to its intersection with the centerline of Broadway Drive or Highway 11; thence run Northeasterly along the centerline of Broadway Drive to its intersection with the centerline of United States Highway 49; thence run Southeasterly along the centerline of United States Highway 49 to its intersection with the North line of Section 3, Township 3 North, Range 13 West; thence run due East to a point in the centerline of WL Runnels Industrial

Drive; thence run South along the centerline of WL Runnels Industrial Drive and a southerly extension thereof to a point on the present city limits of the City of Hattiesburg; thence run West along the current City Limits of the City of Hattiesburg following its meandering in a clockwise direction to a point on the East line of Section 6, Township 3 North, Range 13 West and the point of beginning.

SECTION 7. That Ordinance Number 2920, adopted July 18, 2006, Ordinance Number 2947, adopted July 6, 2004, and Ordinance Number 2436, adopted November 17, 1992 are hereby repealed.

SECTION 8. That any ordinance, Code of Ordinances, or parts thereof of the City of Hattiesburg which is found to be in conflict with the foregoing shall be repealed only to the extent that such conflict exists.

SECTION 9. That this Ordinance shall take effect and be in force from and after passage as provided by law, but the implementation of such ordinance shall not be effective until such time as this ordinance has received all necessary approvals or determinations pursuant to Section 5 of the Voting Rights Act of 1965, as amended and extended.

The foregoing Ordinance having been reduced to writing was introduced by Council member Carroll and seconded by Council member Ware and the vote thereon was as follows:

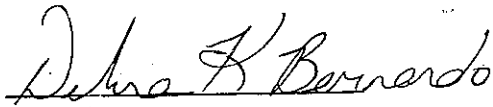
YEAS: Bradley
Carroll
Ware

NAYS: Delgado
Naylor

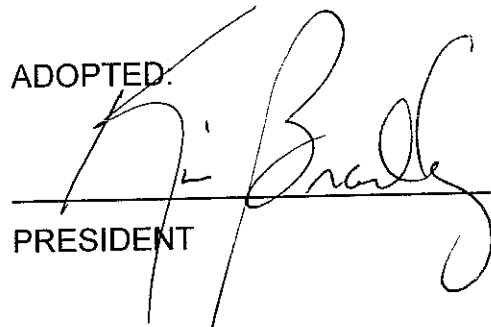
The President declared the motion carried and the Ordinance adopted and approved on this the 17th day of July, 2012.

(SEAL)

ATTEST:

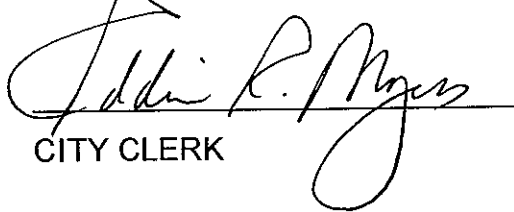

CLERK OF COUNCIL

ADOPTED:

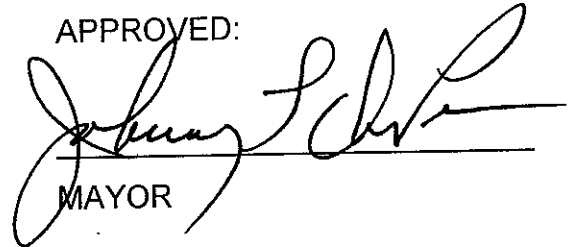

PRESIDENT

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

ATTEST:


CITY CLERK

APPROVED:


MAYOR