City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, July 2, 2013

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 3, 4, 17 and 18, 2013, City Council meetings.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2013-0395 Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

VI.-2 2013-0394 Extend suspension of all City of Hattiesburg permitting fees for one year for anyone affected by the 2/10/13 tornado.

VI.-3 2013-0377 Approve and adopt an amendment to the Comprehensive Plan 2008-2028: City of Hattiesburg to adopt the Midtown Hattiesburg Master Plan (Midtown in Motion).

Attachments: Meeting Minutes for June 19, 2013
Hattiesburg Master Plan June 19 2013

VI.-4 2013-0396 Adopt an ordinance amending Comprehensive Zoning Ordinance No. 2330 to adopt Midtown Hattiesburg Form-Based Code.

Attachments: Meeting Minutes for June 19, 2013
MIDTOWN FBC FINAL to CC
Ordinance Midtown FBC
executed Ordinance Midtown FBC ORD#3105

VI.-5 2013-50 Adopt a Resolution to change the date of the second July, 2013, Hattiesburg City Council meeting to July 23, 2013.

Attachments: RES-Change, Council Meeting Dates
executed RES-Change, Council Meeting Dates 2013-49

VI.-6 2013-0383 Adopt a Resolution authorizing Requisition No. 24 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.24

executed Bond Requisition No.24 RES2013-50

VI.-7 2013-0390 Authorize Mayor to execute Video Services Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network") for a term of five (5) years from the effective date of this agreement.

Attachments: AT & T_Video_Services_Agreement

executed AT & T_Video_Services_Agreement

VI.-8 2013-0372 Authorize Mayor to execute (in triplicate) addendum to professional services contract with Neel-Schaffer, Inc. for the Woodley Elementary School sidewalk project to extend the term of the contract to January 31, 2014.

Attachments: NS Contract Extension 6-19-13

executed NS Contract Extension 6-19-13

VI.-9 2013-0371 Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 31 for engineering expenses related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Attachments: Request for Cash No 31

executed Request for Cash No 31

VI.-10 2013-0370 Approve proposal from Mississippi Power to install and maintain light poles and lights in the alley in Innswood Subdivision behind Stratford Road; Authorize Mayor to execute same.

Attachments: Lighting Proposal Innswood Subdivision 6-12-13

executed Lighting Proposal Innswood Subdivision 6-12-13

VI.-11 2013-0386 Approve Supplemental Agreement No. 6 with ARE Consultants, Inc. for the Bobby L. Chain Airport Drainage Improvements Project - Part Two for Construction Engineering and Inspection services; Authorize Mayor to execute same in triplicate.

Attachments: Supplemental Agreement No. 6

executed Supplemental Agreement No. 6

VI.-12 2013-0384 Authorize submission of grant application to Mississippi Department of Environmental Quality (MDEQ) requesting financial assistance from the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program for Preliminary Engineering and Design services related to the Gordon Creek Landfill site; Authorize Mayor to execute application documents.

Attachments: Grant Application

executed Grant Application

VI.-13 2013-0388 Authorize Mayor to execute documents in the Approved EWP Site Agreement Package from the Natural Resources Conservation Service for the funding of Drainage Improvement projects near Amen Drive, Bobby Chain Airport, and Pine Street.

Attachments: EWP Site Agreement Pkg-completed

executed EWP Site Agreement Pkg-completed

VI.-14 2013-0378 Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg-Laurel Regional Airport Authority for a (5) five year term beginning 6/8/2013 and ending 6/7/2018

Attachments: Data Sheet-Varnado

VI.-15 2013-0403 Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Attachments: Emergency Purchase on McCall Ave.

Irene ChapelMcall Drive Storm Repair-Myers Underground

IRENE CHAPEL DRAINAGE PIPE 2013

VII. ROUTINE AGENDA

VII.-1 2013-0382 Acknowledge receipt of the two bid purchase docket for the period of May 28, 2013 through June 24, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Attachments: 07-02-Two Quote Docket

VII.-2 2013-0385 Approve Summary of Recommended values for a portion of parcels identified by tax no. as 2-029O-10-032.00, 2-029J-10-160.00, and 2-029J-10-161.00 for Right of Way required for the Downtown Traffic Improvements Project; Authorize issuance of manual checks upon acceptance of offers.

Attachments: Summary of Recomended Values

VII.-3 2013-0387 Authorize Mayor to Enter into a Maintenance Agreement between the City of Hattiesburg and Esri Inc for Maintenance on ArcGIS software beginning September 1, 2013.

Attachments: Esri_QUOTATION_25581997

executed Esri_QUOTATION_25581997

VII.-4 2013-0373 Authorize submission of 2013 USDOJ Byrne Justice Assistance Grant in the amount of $16,308 to be shared with disparate jurisdiction Forrest County ($9,784.80 Hattiesburg / $6,523.20 Forrest County).

Attachments: 13MS allocations

Byrne JAG 2013 Gov notification memo

VII.-5 2013-0367 Acknowledge award of 2012 USDOJ Byrne Justice Assistance Grant in the amount of $24,051 in conjunction with Forrest County.

Attachments: HBG Byrne JAG 2012-DJ-BX-1161 acceptance pkt

Byrne JAG MOU 2012

VII.-6 2013-0393 Acknowledge receipt of corrected Patent(s) of transferred property from the State of Mississippi (Patents were originally issued February 1, 2007).

Attachments: Corrected Patents from the State

VII.-7 2013-0381 Authorize and approve publication of Notice of Availability and Request for Proposals for Microenterprise Assistance Awards in connection with the City of Hattiesburg's Community Development Block Grant Program (CDBG).{Entitlement}

Attachments: NOA Microenterprise Assistance July 2013

executed NOA Microenterprise Assistance July 2013

VII.-8 2013-0391 Approve and authorize publication of Notice to Bidders for the fabrication and delivery of transit shelters and certain amenities.

Attachments: HCT_BidA-Shelters_Advertisement

HCT_BidA-Shelters_BidBook

Hattiesburg Shelter Rendering

VII.-9 2013-0392 Approve and authorize publication of Notice to Bidders for the construction of transit shelter sites at designated locations and the installation of previously purchased shelter units and amenities.

Attachments: HCT_BidB-SiteWork_Advertisement

HCT_BidB-SiteWork_BidBook

HCT_BidB-SiteWork_BidPlans_HalfSize

VII.-10 2013-0380 Approve publication setting a Public Hearing on HOME and CDBG program activities for July 25, 2013 at 5:30 p.m. in the City Council Chambers of City Hall, and establishing a Public Comment period beginning July 5, 2013 to conclude August 6, 2013.{Entitlement}

Attachments: NOTICE OF PUBLIC HEARING 2013 Programs

executed NOTICE OF PUBLIC HEARING 2013 Programs

VII.-11 2013-0379 Approve the issuance of taxi permit for Richard D Collier (F-086), to drive for Grove Transit Shuttle.

Attachments: Permit- Collier

executed Permit- Collier

VII.-12 2013-0376 Approve sale of grave spaces per attached memo.

Attachments: MEMO 7-2-13

Grave Receipts 7-2-13

Cemetery Deeds 7-2-13

executed Cemetery Deeds 7-2-13

VII.-13 2013-0398 Approve Claims Docket for the period ending June 30, 2013.

Attachments: DOCKET 13 07-02

ADDENDUM 7.2.2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0395

File ID:	2013-0395	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/26/2013
Brief Title:	Extend State of Emergency			**Final Action:**	07/02/2013
				Minute Book Number:	MB2013-188

Title:

Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:		**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:	Debbie Bernardo	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

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

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

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor
Council Member Dryden

ΓEL-No Vote: 0

Text of Legislative File 2013-0395

Title

Extend the State of Emergency for an additional thirty (30) days to allow for the ongoing cleanup resulting from Tornado on February 10, 2013.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2013-0394

File ID: 2013-0394 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/26/2013

Brief Title: Extend suspension of permitting fees following 2/10/13 tornado. **Final Action:** 07/02/2013

Minute Book Number: MB2013-188

Title:

Extend suspension of all City of Hattiesburg permitting fees for one year for anyone affected by the 2/10/13 tornado.

Notes:

Sponsors: **Enactment Date:**

Attachments: **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: Debbie Bernardo **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Extend suspension of all City of Hattiesburg permitting fees for one year for anyone affected by the 2/10/13 tornado.

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

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

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor
Council Member Dryden

ΓEL-No Vote: 0

Text of Legislative File 2013-0394

Title

Extend suspension of all City of Hattiesburg permitting fees for one year for anyone affected by the 2/10/13 tornado.

Summary

Extend suspension of permit fees following 2/10/13 tornado

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2013-0377

File ID: 2013-0377 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/24/2013

Brief Title: Amend the Comprehensive Plan 2008-2028: City of Hattiesburg to adopt Midtown Hattiesburg Master Plan (Midtown in Motion)

Final Action: 07/02/2013

Minute Book Number: MB2013-188

Title:

Approve and adopt an amendment to the Comprehensive Plan 2008-2028: City of Hattiesburg to adopt the Midtown Hattiesburg Master Plan (Midtown in Motion).

Notes:

Sponsors:

Enactment Date:

Attachments: Meeting Minutes for June 19, 2013, Hattiesburg Master Plan June 19 2013

Enactment Number:

Contact: 601-545-4591

Meeting Date: 07/02/2013

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Adopt				Pass

Action Text: A MOTION was made by Council member Carroll and seconded by Council Member Delgado to Approve and adopt an amendment to the Comprehensive Plan 2008-2028: City of Hattiesburg to adopt the Midtown Hattiesburg Master Plan (Midtown in Motion).

Council member Carroll expressed appreciation to all involved in the Midtown Master Plan during the last eight or nine years.

Council President Bradley also expressed appreciation and noted that Kara Drane, Forrest County planner, will be moving to South Carolina.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0377

Title

Approve and adopt an amendment to the Comprehensive Plan 2008-2028: City of Hattiesburg to adopt the Midtown Hattiesburg Master Plan (Midtown in Motion).

Summary

Amend the Comprehensive Plan 2008-2028: City of Hattiesburg to adopt Midtown Hattiesburg Master Plan (Midtown in Motion)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
SPECIAL CALL MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
June 19, 2013

The Hattiesburg Planning Commission did meet in a special call session on June 19, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Robin Roberts
Don McCleskey
Judy Corts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners Absent: Annie Pope
John Blanks

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Willie Davidson Jr., Planning Temp

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 pm.

AGENDA REVIEW

There came the matter of the Agenda. It was requested and motioned to approve the agenda. The agenda was approved by the following vote.

Motion made by: Robin Roberts

Motion seconded by: Don McCleskey

Commissioners voting aye: Robin Roberts
Don McCleskey
Judy Corts
Joseph White
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 and explained the rules and procedures of the hearing

There came the matter of Item A, the petition has been filed by the City of Hattiesburg for an amendment to the Comprehensive Plan 2008 to 2028 adopting the Midtown Hattiesburg Master Plan (Midtown in Motion).

	Name	Address	City/State
Presented by:	Donovan Scruggs	City of Hattiesburg	Hattiesburg, MS
Proponents:	David Landry	N/A	Hattiesburg, MS
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a mode to adopt the Midtown Hattiesburg Master Plan with edits included in the attached document/plan, and the motion was seconded by Peggy Horton. The vote for the item is detailed below:

Motion made by: Linda McMurtrey

Motion seconded by: Peggy Horton

Commissioners voting aye: Robin Roberts
Don McCleskey
Judy Corts
Joseph White
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The decision was based on the consistency with the Comprehensive Plan 2008 to 2028 and the public need for more accessible buildings and greater economic vitality within the Midtown area.

Comments Written on Ballots:

None

The Hattiesburg Planning Commission voted with a unanimous vote to **APPROVE** Item A.

There came the matter of Item B, the petition has been filed by the City of Hattiesburg, to for an amendment to the Comprehensive Zoning Ordinance No. 2330 to adopt Midtown Hattiesburg Form-Based Code. The Public Hearing for Item B was opened for comments.

	Name	Address	City/State
Presented by:	Donovan Scruggs	City of Hattiesburg	Hattiesburg, MS
Proponents:	David Landry	N/A	Hattiesburg, MS
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. A motion was made to approve the amendment to the Comprehensive Zoning Ordinance No. 2330 and adopt the Midtown Hattiesburg Form-Based Code with edits (change on page 45 Item P.2.a. removal of "…or masonry").

Motion made by: Robin Roberts

Motion seconded by: Judy Corts

Commissioners voting aye: Robin Roberts

Don McCleskey
Judy Corts
Joseph White
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The decision was based on the consistency with the Comprehensive Plan 2008 to 2028 and the Midtown Hattiesburg Master Plan (Midtown in Motion), a Public Need in the area for more accessible buildings and greater economic vitality in the Midtown Area, and a Change in Neighborhood Character based on expansion efforts of Forrest General Hospital, the Hattiesburg Clinic, and the University of Southern Mississippi.

Comments Written on Ballots:

None

The Hattiesburg Planning Commission voted unanimously to **APPROVE** Item B.

There being no further business, the meeting was adjourned at 1:55 pm

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager



MIDTOWN in motion.org

Midtown in Motion - Midtown Hattiesburg

A HUD Sustainable Community Challenge Project

Prepared by Cooper Consulting/Code Studio Collaborative

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Midtown in Motion - Midtown Hattiesburg Master Plan 2013

Midtown in Motion is funded in part through the Department of Housing and Urban Development's Sustainable Community Challenge Grant Program, an initiative of the Partnership for Sustainable Communities, with matching funding providing by Collaborative Partners, and extensive support of the Steering Committee members and interested community residents of Hattiesburg and Forrest County.

Midtown Collaborative Partners

Forrest General Hospital
Hattiesburg Clinic
The University of Southern Mississippi
City of Hattiesburg
Forrest County
HUB Development
Mississippi Power Company
BancorpSouth
Area Development Partnership
U. S. Department of Housing and Urban Development

Prepared for Adoption - June 19, 2013

Midtown Steering Committee

Toby Barker, State Representative, District 102
Chris Bowen, Forrest County Board of Supervisors, District 5
Russ Bryan, Neel-Schaffer Engineering
Carter Carroll, City of Hattiesburg Council Member, Ward 3
Richard Clark, Retired Physician/Neighborhood Resident
Dick Conville, Hattiesburg City Planning Commission
Rick Duke, The Trent Lott National Center
Johnny DuPree, Ph.D., Mayor, City of Hattiesburg
Sid Gonsoulin, The University of Southern Mississippi
David Hogan, Forrest County Board of Supervisors, District 1
Joel Ingram, HUB Development LLC
Doug Jones, Forrest General Hospital
Jason Lee / Mike Collins, Mississippi Power Company
David Miller, Attorney for County Board of Supervisors
Chad Newell, Area Development Partnership
Tommy Thornton, Hattiesburg Clinic
Ed Tucker, Financial Consultant/Neighborhood Resident
Ted Webb , BancorpSouth

County & City Staff

Kara Drane, AICP, Director, County Planning Department
Forrest County, Mississippi

Pattie Brantley, AICP, Director of Urban Development
Donovan Scruggs, AICP, Planning Manager
Bert Kuyrkendall, P.E., Director of Engineering
City of Hattiesburg, Mississippi

Midtown Consultant Team and Support

Project Manager: Connie Cooper, FAICP
Cooper Consulting Company

Charrette/Code Lead: Lee Einsweiler, Colin Scarff
Code Studio

Urban Design: Keith Covington, Lee Jones
Third Coast Design Studio

Market Analysis: Todd Noell, David Laube
Noell Consulting Group

Transportation: Wade Walker
Fuss & O'Neill

Landscape Architecture: Michael Gammill
Robert Michael Gammill & Associates

Illustrations: Mike Thompson
Dale Partners

Computer Visualizations: Steve Price
Urban Advantage

Charrette Support: Alan Henderson
Mississippi Development Authority

Photographers: Rebecca Morris & Samantha Greco
Videographer: Don Devereaux
The University of Southern Mississippi

Midtown Video Producer: Jon Carter
Mississippi Power Company

Midtown in Motion - Midtown Hattiesburg Master Plan

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Midtown in Motion - Midtown Hattiesburg Master Plan

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Executive Summary

MIDTOWN in motion.org

Midtown in Motion - Midtown Hattiesburg



Midtown In Motion – Executive Summary

Introduction

The goal of ***Midtown In Motion* - Midtown Hattiesburg Master Plan** is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues. The underlying elements of the Midtown Plan are:

- **Diversified**
- **Sustainable**
- **Livable**
- **Multi-Modal**
- **Connected**
- **Predictable**
- **Neighborhood Friendly**
- **Environmentally Sensitive**

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community.

The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital

- 3,200 Employees/Staff
- 30,600 Annual Admissions
- 18,000 Visitors Per Month

Hattiesburg Clinic

- 1,800 Employees/Staff
- 50,000 Visitors Per Month

The University of Southern Mississippi

- 2,300 Employees/Faculty
- 14,850 Students
- 36,600 Visitors Per Month

Existing Conditions

Land Uses

Midtown is typified by a mix of land uses, but a majority (over 70 percent) of land area is devoted to three land use types – medical related buildings (25 percent); surface parking with some structured parking (28 percent); and vacant land (18 percent). The remainder is a mix of small commercial and office uses, and multi-family and single-family developments.

Land Ownership Patterns

Midtown is a fairly compact area of 147 acres encompassing approximately 220 separate land parcels (55 separate owners). Many existing parcels were former residential lots subdivided prior to 1960; lot sizes range from a quarter of an acre to an acre, with the majority under a half acre.

Zoning Changes Needed

The current zoning within Midtown makes it difficult to create a vibrant mixed use community. Rezonings have occurred as aging residential homes have been converted to offices and small commercial uses or demolished to provide additional parking for growing medical-related businesses. To successfully implement the Midtown Plan, a new type of zoning code is needed that permits higher densities and a greater mix of uses by right, while protecting existing single family homes to the west and south of Midtown.

Pedestrian Connections

Sidewalks are almost nonexistent within Midtown. Except for sidewalks adjacent to Forrest General Hospital and Hattiesburg Clinic, Hardy Street, and portions of 29th and 31st Avenues. For the most part pedestrians must walk in the street or along roadway shoulders throughout Midtown.

Transit in Midtown

Hub City Transit provides two bus routes that serve Midtown - Route 1, Hardy Street and Route 2, Dabbs/Cloverleaf. The system's long headways - the time riders must wait between buses - is the major challenge Hub City Transit has in becoming the mode

of choice for future riders living and/or working within Midtown. Currently headways throughout the system are one hour – too long for most potential riders to use buses as their mode of choice.

Bike Routes

Like much of Hattiesburg, Midtown does not have dedicated bike lanes or pavement markings indicating the roadway is to be shared with cyclists. Hattiesburg has been very proactive in planning new bicycle facilities through their Complete Streets Ordinance, but planned improvements are slow to materialize.

Parking

Parking, predominantly surface parking, consumes an inordinate amount of Midtown – over a quarter of the developed land acreage. Of the 34 acres covered by parking, only 4.3 acres is occupied by structured parking, all a part of Forrest General Hospital.

Stormwater / Creeks

Stormwater run-off from Midtown flows from a high point at Hardy Street down to Gordon's Creek adjacent to Forrest General Hospital and Bedford Care Center. Much the area adjacent to the creek is within the flood prone areas of the creek, but are above the critical flood prone elevation.

Midtown has a large amount of paved surfaces that drain directly or indirectly into Gordon's Creek. This has a major impact on the creek's water quality throughout the City of Hattiesburg.

Market Analysis

A key part of the Midtown Plan is the market research. It examines the market potential for Midtown to become a walkable, mixed-use community within the immediate five-year period and over the twenty-year time frame.

Employee Survey

To measure Midtown's potential as a mixed-use urban neighborhood, an market survey was conducted of Midtown's three major employers - Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi. Over 600 employees participated in the survey.

Overall, employees are satisfied with Midtown, with 92 percent agreeing that Midtown is a good location in which to work and it is relatively safe and secure. Respondents clearly feel offering an environment that is more walkable, dynamic, interactive, and contains a mix of uses in close proximity to one another is critical in capturing their interest in living within Midtown.

Employee Salaries Strong

Surveyed employees generally report incomes that align with those seen in the larger Hattiesburg metropolitan area, with a slightly greater concentration found with incomes between $25,000 and $75,000, and slightly less found earning more than $100,000. However, there may have been a slight under representation of highly skilled medical employees participating in the survey.

Renter-Occupied Housing Opportunities

There are three target audiences that new rental multi-family should target:

- Workforce Housing: Employees seeking to be closer to work at Forrest General, Hattiesburg Clinic and The University of Southern Mississippi;
- Student Housing: The University of Southern Mississippi students desiring higher-quality rental housing product in close proximity to campus with a more interactive environment; and
- Senior Living Housing: Seniors in need of an alternate living situation, such as independent or assisted living facilities.

Over the next five years, the rental housing market will perform at a solid pace, generating support for 800 new rental units within the metropolitan area, approximately half could be captured by Midtown.

Owner-Occupied Housing Opportunities

For-sale residential housing product represents a growing opportunity for Midtown, but one that requires a vibrant, mixed-use atmosphere to be fully realized. Three types of new, for-sale residential products could be offered in Midtown:

- Small-lot, single-family homes at a target sales price of $275,000 (35 homes over five years);
- Townhomes at a target sales price between $170,000 - $210,000 (40 units over five years);
- Condominium flats at a target sales price of $165,000 (35 units over five years).

Retail Development Opportunities

National and regional retail chains and local, independent retailers are increasingly favoring mixed-use environments – those offering a strong sense of place and location – over traditional shopping centers and malls.

Midtown's access to numerous market sources (residential neighborhoods, employees, and students) with its high level of roadway visibility, creates a unique retail opportunity and with solid execution, can exceed other retail offerings in Hattiesburg.

It is estimated that approximately 76,000 square feet of net retail demand exists in Midtown today. An additional 19,000 square feet of net new demand is supportable every five years or so. Roughly 40 percent of this demand is for restaurant/dining uses, which is particularly supportable from area employees and students.

Office Development Opportunities

Midtown's planned mixed-use environment offers office workers the convenience of restaurants and shops easily accessible by foot. The presence of two major medical institutions and proximity the proximity of The University of Southern Mississippi would be strong magnets to office developers.

It is estimated that Midtown could support approximately 24,000 square feet of additional office space within the next five years, and up to 48,000 square feet within 10 years, assuming Midtown is transformed into a highly desirable mixed-use community.

Midtown Concept Plan

The centerpiece of the Midtown Plan is the illustrative Conceptual Master Plan for Midtown. The Concept Plan presents an ultimate build out scenario for the full redevelopment of Midtown.



Midtown Themes

The Midtown Plan is organized around four "themes:" **Activating Midtown** – **Connecting Midtown** – **Greening Midtown** – **Promoting Midtown**.

These placemaking themes create an "active" urban form necessary for a successful mixed use community, "connect" people by a series of "complete streets" that accommodate pedestrians, bicyclists, automobiles and transit; "green" Midtown by including sustainable methods of construction and stormwater management; and by successful "promotion" of Midtown as a truly vibrant mixed use community for living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

Activating Midtown

People-Friendly streets that support activity are a major component of the Midtown Plan. Streets and sidewalks that are edged with buildings and attractive urban design features are important factors in creating a pedestrian-friendly, mixed use environment – particularly for retail and dining related investments.



Connecting Midtown

Great places offer visitors and residents a wealth of choices of how they move about, Midtown's logo, Midtown-in-Motion, implies. Streets must be designed to enable safe, attractive, and comfortable access and travel for all users - pedestrians, bicyclists, transit and automobiles.



Greening Midtown

Midtown has the opportunity to lead the way toward lower energy consumption through green building tec*hniques*. Stormwater should serve as an amenity, providing ecosystem functions including filtering and slowing flows. Midtown has the opportunity to lead the way toward lower energy consumption through green building techniques.



Promoting Midtown

Midtown's greatest assets for future growth include the existing businesses and institutions in the area. As Midtown evolves into a mixed use destination, it will need marketing and branding to focus attention on Midtown, as well as a formal organization to insure the successful implementation of the Plan.

Key Midtown Initiatives

Mixed-Use Development

Court retailers, multifamily developers, restaurants, and office users to locate within Midtown to create a truly mixed use environment.



Housing Opportunities

Increase opportunities for a mix of housing choices within Midtown that would include workforce housing, student housing, "empty nester" housing, and senior living facilities.



Specialty Grocery

Identify a specialty grocery such as Harris Teeter, Trader Joe's or a more traditional one such as Publix (footprint <30,000 sf) to locate within Midtown.



Boutique Hotel

Continue the initiative to attract a boutique-type hotel (under 100 rooms) catering to university- and medical-related visitors, as well as to those coming to the region for other reasons.



Midtown Green / Amphitheater

Facilitate efforts to establish a "Midtown Green/ Amphitheater as a venue for major events; it would serve as "District Square" for public gatherings and musical and theatrical performances showcasing the region's wealth of talent.



Bike-Friendly Improvements

Facilitate the implementation of dedicated and shared bike lanes as street improvements occur throughout Midtown.



Green Building

Encourage developers to incorporate "green" building techniques in new construction to create a more sustainable Midtown, including sourcing local construction materials, using more environmentally sustainable building products, raising levels of insulation, considering use of solar, etc.



Key Administrative Initiatives

Form-Based Zoning Code

Adoption of the Midtown Form-Based Code makes possible an urban development pattern that allows mixed-use development, by right, rather than by exception.

Tax Increment Financing District

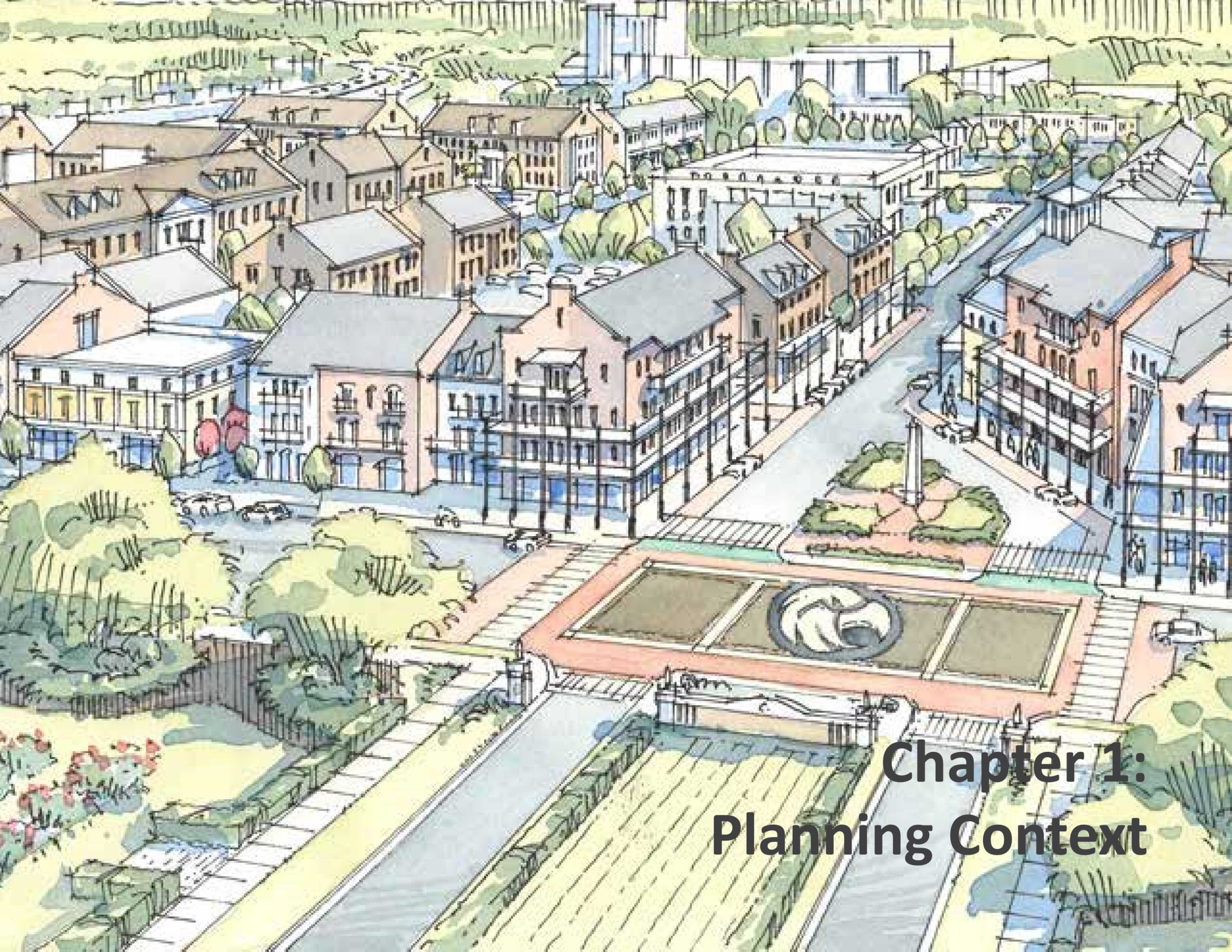
Designating the entirety of Midtown as a Tax Increment District provides a source of funding for future improvement financed by ongoing development within Midtown.

Midtown Hattiesburg Association

Formation of an organization for Midtown that insures projects go forward as planned and a locally-based organization in place with the responsibility for overall guidance of Midtown's future.

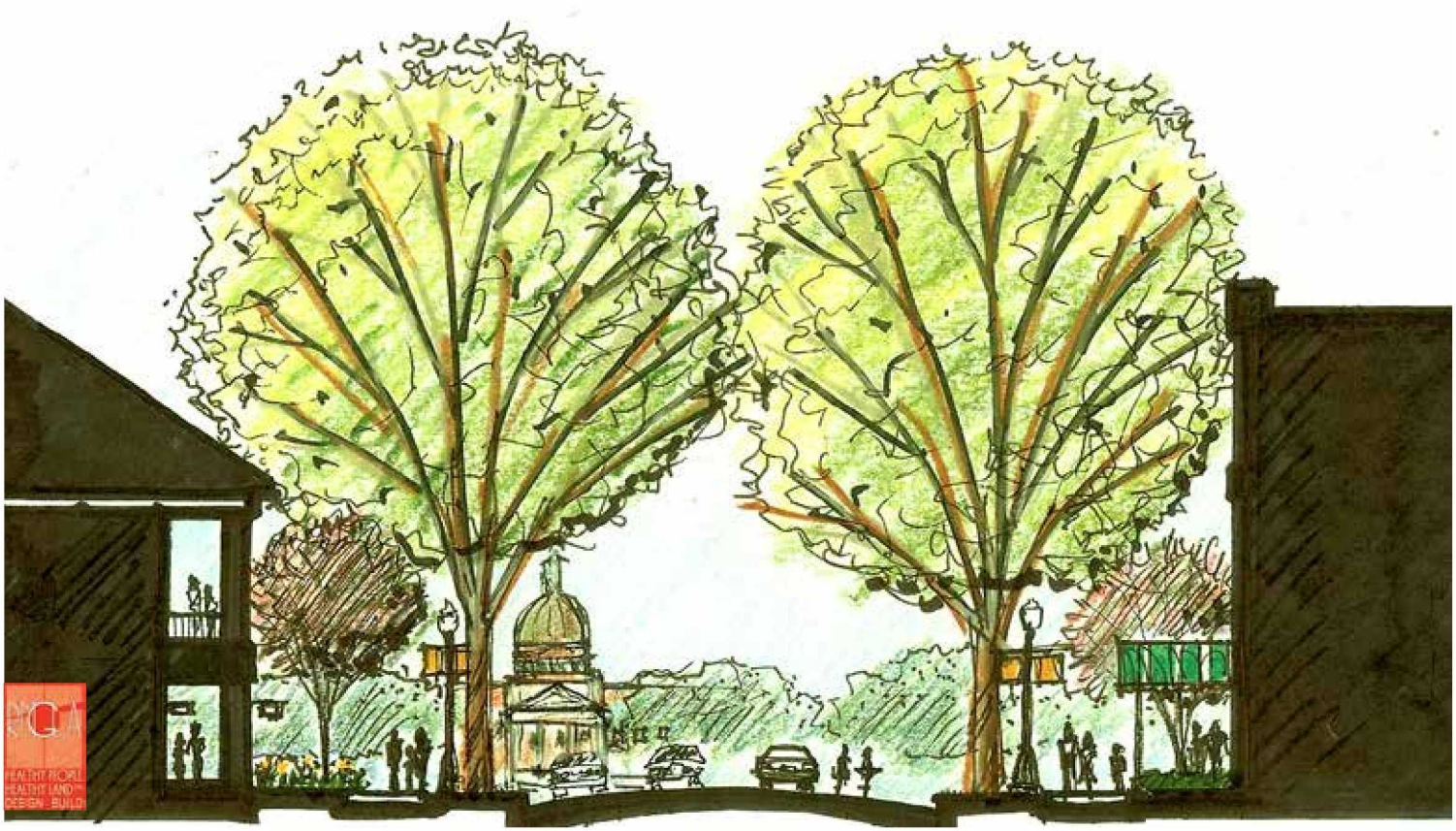
Joint Promotions

Midtown Hattiesburg Association, working with the Area Development Partnership, the City of Hattiesburg, Forrest County, businesses and residents, established volunteer organizations, can jointly promote Midtown as a place to live, work, shop and to be entertained.



Chapter 1: Planning Context

Original Concept View of Midtown (2006)





Envisioning an active, accessible, vibrant, sustainable Midtown - a place to live, work, shop and play!

Introduction to Midtown

The Midtown Hattiesburg Master Plan significantly impacts the surrounding region as a mixed use district and an innovative demonstration project for sustaining redevelopment within the City of Hattiesburg and Forrest County.

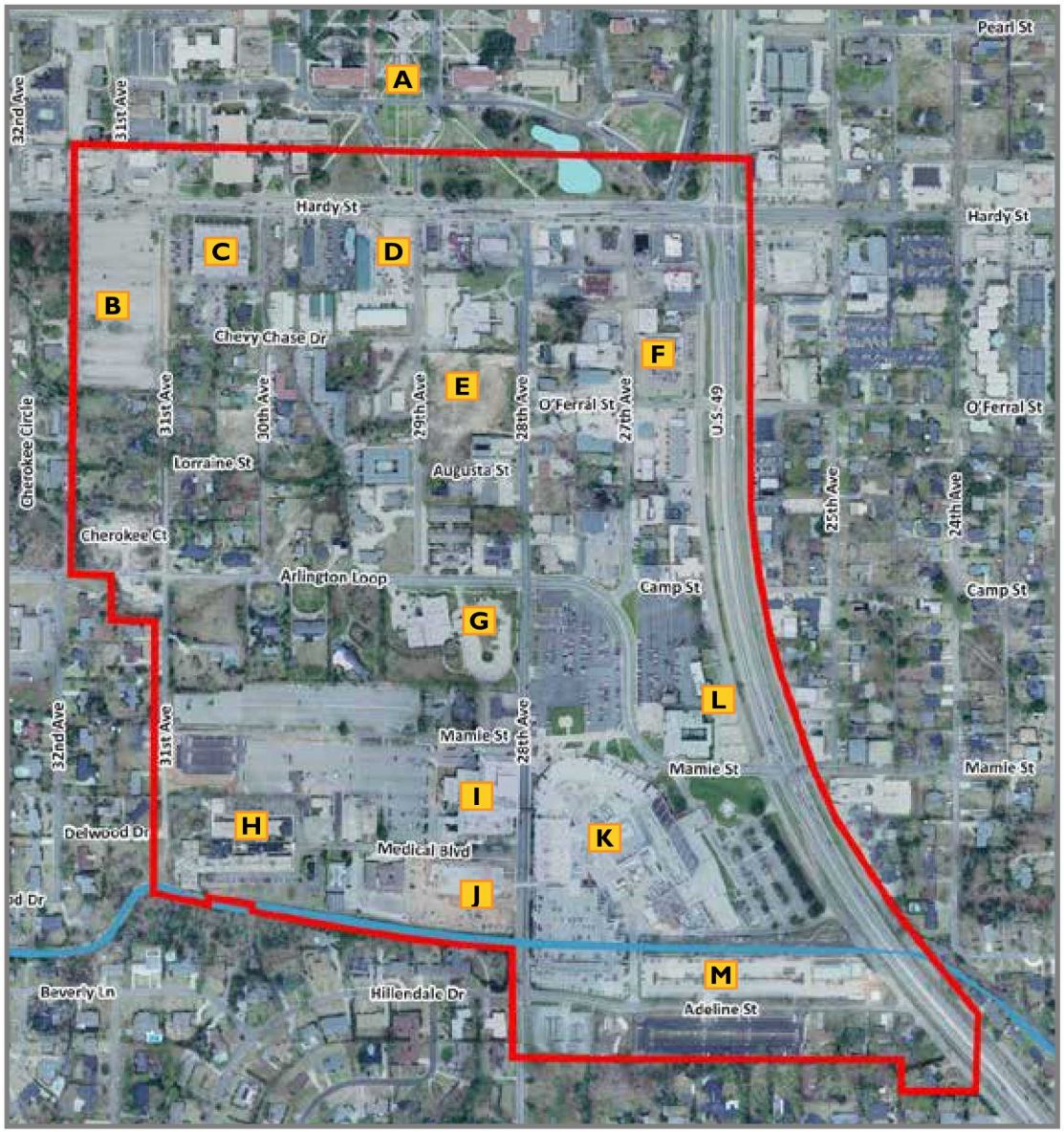
The goal of the Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues. Midtown is located just south of The University of Southern Mississippi's campus and west of U.S. Highway 49. The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi – to become a highly successful and sustainable mixed use community.

The Midtown Master Plan is funded through a $150,000 Sustainable Community Challenge Grant from the U.S. Department of Housing and Urban Development matched by $150,000 from generous contributions that include Forrest General Hospital, Hattiesburg Clinic, The University of Southern Mississippi, the City of Hattiesburg, Forrest County, HUB Development, Mississippi Power Company, BancorpSouth, the Area Development Partnership, and several private citizens.

The Midtown Hattiesburg Master Plan is guided by the goal to create a walkable, workable, livable, mixed-use community in concert with the adjacent neighborhoods. This embodies higher development densities, wider housing choices, expanded mobility, increased design standards, and greater connections to educational, medical, cultural, recreation, entertainment, shopping, and dining venues. The underlying themes of the Midtown Master Plan are:

- **Diversified** – Diversifying the economy going beyond the medical oriented professional offices and services and expanding into the retail-oriented and residential needs of the estimated 25,000 person customer/employee base;
- **Sustainable** – Creating a sustainable district incorporating truly "green" development standards such as – livable densities; live-work-play land uses; multi-modal transportation options; vertical parking replacing horizontal surface lots; rain water capture for irrigation; use of solar panels; and recycling as a primary not secondary waste disposal activity;
- **Livable** – Providing housing for a range of incomes and occupancy types, particularly workforce housing that accommodates affordable units;

Exhibit 1 – Midtown Aerial Map with Key Landmarks



A	*The University of Southern Mississippi*
B	*USM Commuter Parking Lot*
C	*Elam Arms (Former)*
D	*Shopping Center*
E	*Forrest General Support Services*
F	*Shoney's Restaurant*
G	*Forrest General Cancer Center*
H	*Bedford Care Center*
I	*Hattiesburg Clinic*
J	*28th Place*
K	*Forrest General Hospital*
L	*Pat Harrison Waterway District*
M	*Forrest General Parking Deck*

- **Multi-Modal** – Incorporating all modes of transportation to enhance mobility, including transit, walking, jogging, biking, and single occupancy vehicles; and repurposing Hardy Street and U.S. Highway 49 from single-purpose arterials to multi-modal and aesthetic community assets;
- **Connected** – Embedding people-friendly linkages to The University of Southern Mississippi, adjacent residential neighborhoods of University Heights and Arcadia-Sunset, and to Longleaf Trace and Downtown;
- **Predictable** – Providing a predictable investment environment for economic growth within Midtown that is based on a long range development plan.
- **Neighborhood Friendly** – Protecting adjacent residential neighborhoods of University Heights and Acadia-Sunset from incompatible intrusions while ensuring they are partners in creating the Plan; and,
- **Environmentally Sensitive** – Preserving and recapturing the natural environment as part of the built environment in such a way that existing drainageways become an amenity rather than only a means to transport stormwater.

Past Planning Initiatives

The importance of Midtown Hattiesburg has been elevated by some highly successful community initiatives in recent years. The Midtown Hattiesburg Master Plan builds on these previous plans and the inherent strengths of Midtown – its strategic location, large medical-related employment base, proximity to The University of Southern Mississippi's campus, and the strong commitment by constituent groups to make things happen in Midtown.

The 2006 Visioning Charrette and follow up community activism led to Midtown becoming a distinctive part of the Hattiesburg 2008 – 2028 Comprehensive Plan. Simultaneously, The University of Southern Mississippi recognized Midtown's impact on the campus's southern edge during the completion of their "Master Campus Facility Plan." Briefly below is a summary of these past initiatives.

APA MS Conference Charrette

The first steps toward completing a Master Plan for Midtown Hattiesburg were taken when the American Planning Association - Mississippi Chapter (APA MS) held its state conference in Hattiesburg in October 2006. As a pre-conference event, APA MS sponsored a highly successful day-long design charrette to build a community-based vision for a mixed-use area in Hattiesburg – what is today "Midtown."

The charrette's volunteer planning and design professionals produced renderings of alternative mixed use development scenarios, proposed street cross sections that accommodated pedestrians and bicyclists and provided enhanced landscaping and incorporated underground utilities, and recommendations for more environmentally sensitive management of stormwater. Recommendations also included alternatives for implementing the "quality ideas" generated from the charrette as well as the type of design standards needed to achieve the proposed vertical mixed use development.

Hattiesburg Comprehensive Plan

In 2007, the City of Hattiesburg adopted a new Comprehensive Plan. The Plan incorporates the goals from the 2006 APA MS Charrette that supported a University/Hospital Mixed-Use District including six livability principles and techniques for coordinated housing, economic development, transportation and environmental policies and goals.

USM Master Campus Facility Plan

Also in 2008, a new "Master Campus Facility Plan" was adopted by The University of Southern Mississippi. The transformative plan reshapes the campus over the next 10 – 15 years.

The Campus Plan recognizes the importance of Midtown's development potential in its statement: "Together, Forrest General Hospital and Southern Mississippi create a regional employment center. The area between the University and the Hospital should be redeveloped to become an active district of mixed uses, including residential, retail, and commercial, that support this employment node." [Master Campus Facility Plan, Executive Summary, p. 5]

National Park Service Trails Grant

In 2008, Forrest County received a National Park Service's Rivers, Trails and Conservation Assistance Program Grant for community assistance to support the Forrest County Multi-Use Trail Project. This grant provides technical assistance for development of a trail to connect the medical and university communities to the Longleaf Trace. During the Midtown community meetings, participants offered numerous ways to strengthen proposed trail linkages.

Leadership Team/HUD Grant

By 2009, a Midtown Leadership Team was formed from key supporters of Midtown. The Team organized themselves into three work teams: Organization/ Financial; Transportation; and Design Standards.

In 2010, in order to take the Midtown Plan to the next level, the City of Hattiesburg, with substantial financial support from members of the Midtown Leadership Team, made application for a "Sustainable Community Challenge Grant" through the U. S. Department of Housing and Urban Development. In 2011, the City was notified they were awarded the grant – the only successful application in the State.

Transit Study

In November, 2012, the Hub City Transit Service Route Improvements Study was completed by CDM Smith. The study identifies specific short- and long-term transit service improvements needed to increase transit ridership and productivity. Recommendations related to Midtown are included in the "Planning Themes" section of this Plan.

Physical Analysis

Midtown has a wealth of strategic assets that serve as a basis for its potential development as a vibrant mixed use district located in the heart of Hattiesburg. This section summarizes the existing conditions that underscore Midtown's development potential.

Strategic Location / Economic Drivers

Midtown occupies a strategic location within Hattiesburg. It benefits from the presence of two major regional medical institutions, Forrest General Hospital and Hattiesburg Clinic on its southern edge and on the north, one of Mississippi's premier universities, The University of Southern Mississippi. The tremendous number of employees and visitors garnered by these three institutions creates significant demand potential for an array of residential, retail, office and entertainment venues.

Forrest General Hospital

- 3,200 Employees/Staff
- 30,600 Annual Admissions
- 18,000 Visitors Per Month

Hattiesburg Clinic

- 1,800 Employees/Staff
- 50,000 Visitors Per Month

The University of Southern Mississippi

- 2,300 Employees/Faculty
- 14,850 Students
- 36,600 Visitors Per Month

In addition to the Hospital, Clinic and The University of Southern Mississippi, Midtown has numerous medical-related and traditional retail and service-oriented businesses. Listed below are a few of these:

Medical & Institutional:

- Forrest General Cancer Center / Wellness Center
- Lowery A. Woodall Outpatient Surgery Center
- 28th Place / Bedford Care Center
- Forrest General Support Services Building
- Walk-In Medical Clinic / Doctors Care Center/ SeMRHI Minor Care Clinic / Nicholson Orthodontics
- Pat Harrison Waterway District / The University of Southern Mississippi's office space

Retail, Personal Services, Financial, Legal

- Parris Jewelers / Four Seasons Florist / B's Uniforms
- Campus Bookmart / Textbook Brokers
- 27th Avenue Package Store / Verizon
- 24-7 Fitness Studio / Island Rayz / US Nails
- Community Bank / BancorpSouth
- Kelly Services / SE Funding Mortgage Loans
- Law Offices: Ingram-Wilkinson / Zachery-Legget / Clark-Hicks

Dining:

- Surins / Dragon House / Shoney's / IHOP
- Petra Cafe / Roly Poly / Checkers / Subway

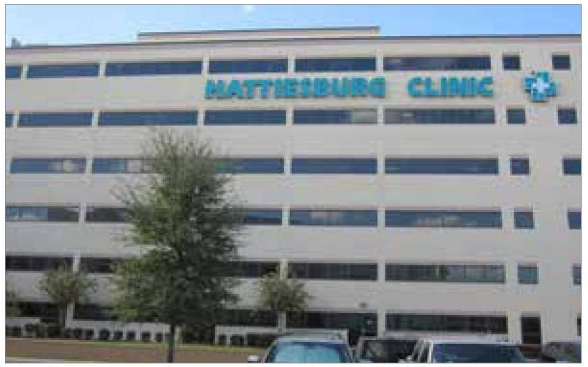
Community Assets



Forrest General Hospital is the largest employer in Midtown.



A premier state university, The University of Southern Mississippi is on Midtown's northern edge.



Another major employer with a significant presence in Midtown is Hattiesburg Clinic.



The Forrest General Cancer Center is located right in the heart of Midtown.



The Forrest General Support Services Building serves as a Midtown focal point.



Ingram-Wilkinson Attorneys - one of a number of professional offices within Midtown.



Parris Jewelers is located in Midtown.



Midtown is home to a branch of Community Bank.



Improved pedestrian access along Gordon's Creek have recently taken place.

Stable Neighborhoods

One of Midtown's key strengths is the highly stable neighborhoods that are adjacent to the boundaries of Midtown

- North - The University of Southern Mississippi
- East - Parkhaven Historic Neighborhood
- South - Arcadia-Sunset Neighborhood; and
- West - University Heights Neighborhood.

This mix of predominantly single family residential neighborhoods partnered with the presence of The University of Southern Mississippi's student and faculty/staff populations, offer a built-in consumer population for Midtown's future retail and restaurant businesses. These aspects also lend an air of permanence and sense of safety that is critical for elevating the confidence for future investments to take place within Midtown.

Land Ownership Patterns

Midtown is a fairly compact area of 147 acres encompassing approximately 220 separate land parcels (55 separate land owners). Many of the existing parcels were former single family residential lots subdivided between the 1930s to the late 1950s. Lot frontages range from 50 - 150 feet with typical lot depths of 150 feet. Average lots sizes range from a quarter of an acre (11,000 square feet) to one acre lots (43,560 square feet), with most falling below a half acre in size.

Exhibit 2 – Existing Parcels and Buildings (2012)

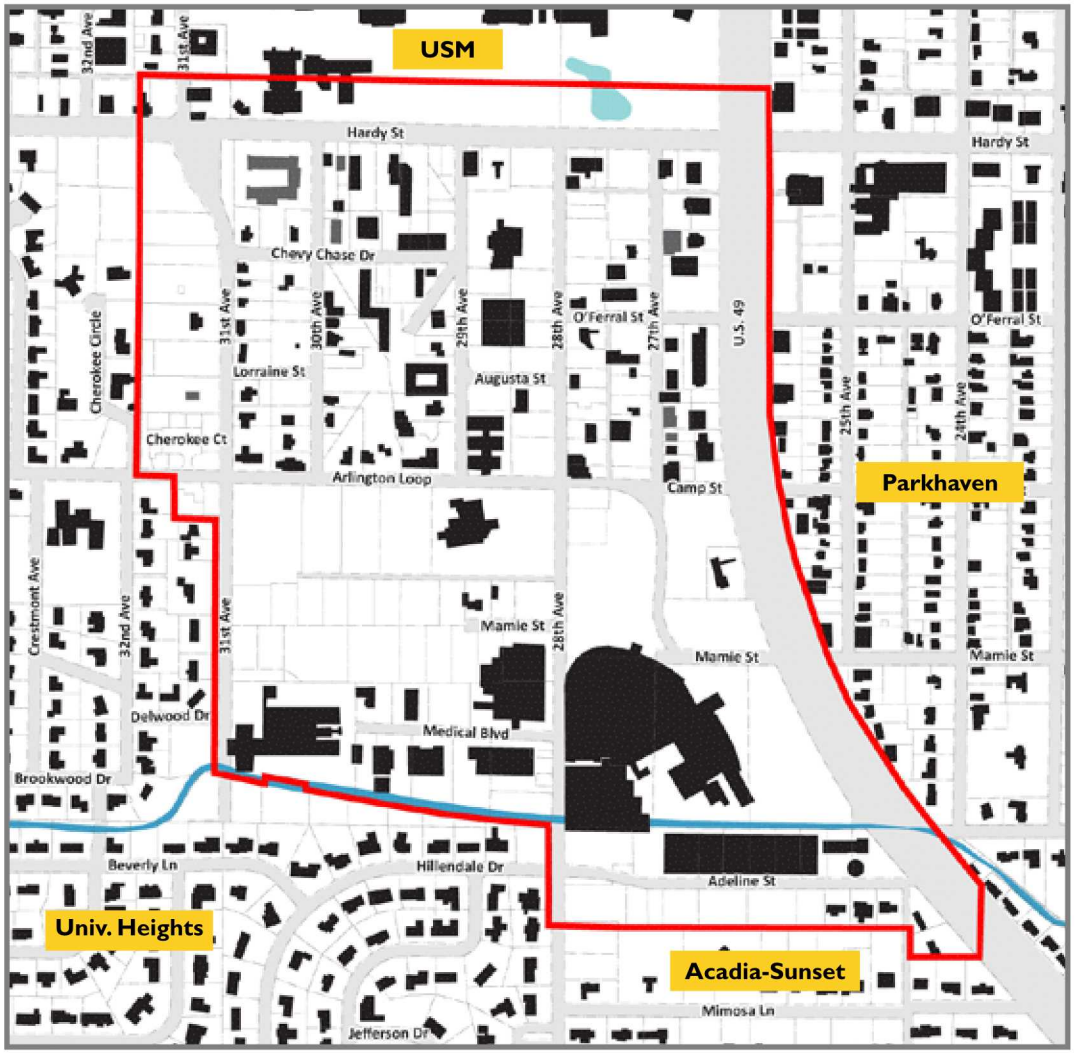


Exhibit 3 – Existing Land Uses (2012)



Existing Land Uses

Of the 147.2 acres within Midtown, approximately 24.5 acres (16.6 percent) are within public rights-of-way; the remaining 122.7 acres (83.4 percent) is occupied primarily by medical, office, retail, dining, consumer services, and surface parking uses.

Land Uses	Acres	Percent
Medical	30.9	25.2%
Institutional	8.5	6.9%
Retail/Services	8.3	6.8%
Single-Family	7.9	6.4%
Multi-Family	5.9	4.8%
Office	4.9	4.0%
Parking Lots	34.0	27.7%
Vacant Parcels	22.3	18.2%
Subtotal	**122.7**	**100.0%**
Rights-Of-Way	24.5	
Grand Total	**147.2**	

Land Use Legend

- Single-Family
- Multi-Family
- Office
- Commercial
- Medical
- Institutional
- Occupied Building
- Vacant Building
- Vacant Parcel
- Parking
- Study Area

Over 50 percent of developed land area in Midtown is devoted to two uses - medical facilities (25.2 percent) and surface parking (27.7 percent). The two largest medical facilities are Forrest General Hospital and Hattiesburg Clinic, complimented by a number other medical facilities and medical-related services, such as Forrest General Cancer Center, Forrest General Wellness Center, Lowery A. Woodall Outpatient Surgery Center, 28th Place, and Bedford Care Center.

Parking

Parking, predominantly surface parking, consumes an inordinate amount of Midtown - over a quarter of the developed land acreage. Of the 34 acres covered by parking, only 4.3 acres are occupied by structured parking facilities, all of which is part of Forrest General Hospital.

Forrest General Hospital provides 2760 parking spaces for their physicians, staff, patients and visitors, of which 1200 spaces are within surface parking lots and 1560 spaces are provided by the two large parking structures. Construction of a 1033-space facility has just recently been completed.

Hattiesburg Clinic has approximately 1000 spaces, all of which is within surface parking lots. The Clinic has continued to purchase previously occupied residential lots to the west to expand surface parking needed for its physicians, staff, patients and visitors. Building structured parking facilities for the Clinic would free-up vital development space for expansion of Clinic facilities. Unfortunately, structured parking is extremely expensive costing approximately $15,000 per space, ten times the cost of surface parking spaces. The University of Southern Mississippi's commuter parking lot, at the corner of Hardy Street and 31st Avenue, has approximately 300 spaces within the gravel parking area. As additional structured parking is provided on campus, this parking lot will become an ideal site for future development in Midtown.

Exhibit 4 - Surface and Deck Parking (2012)

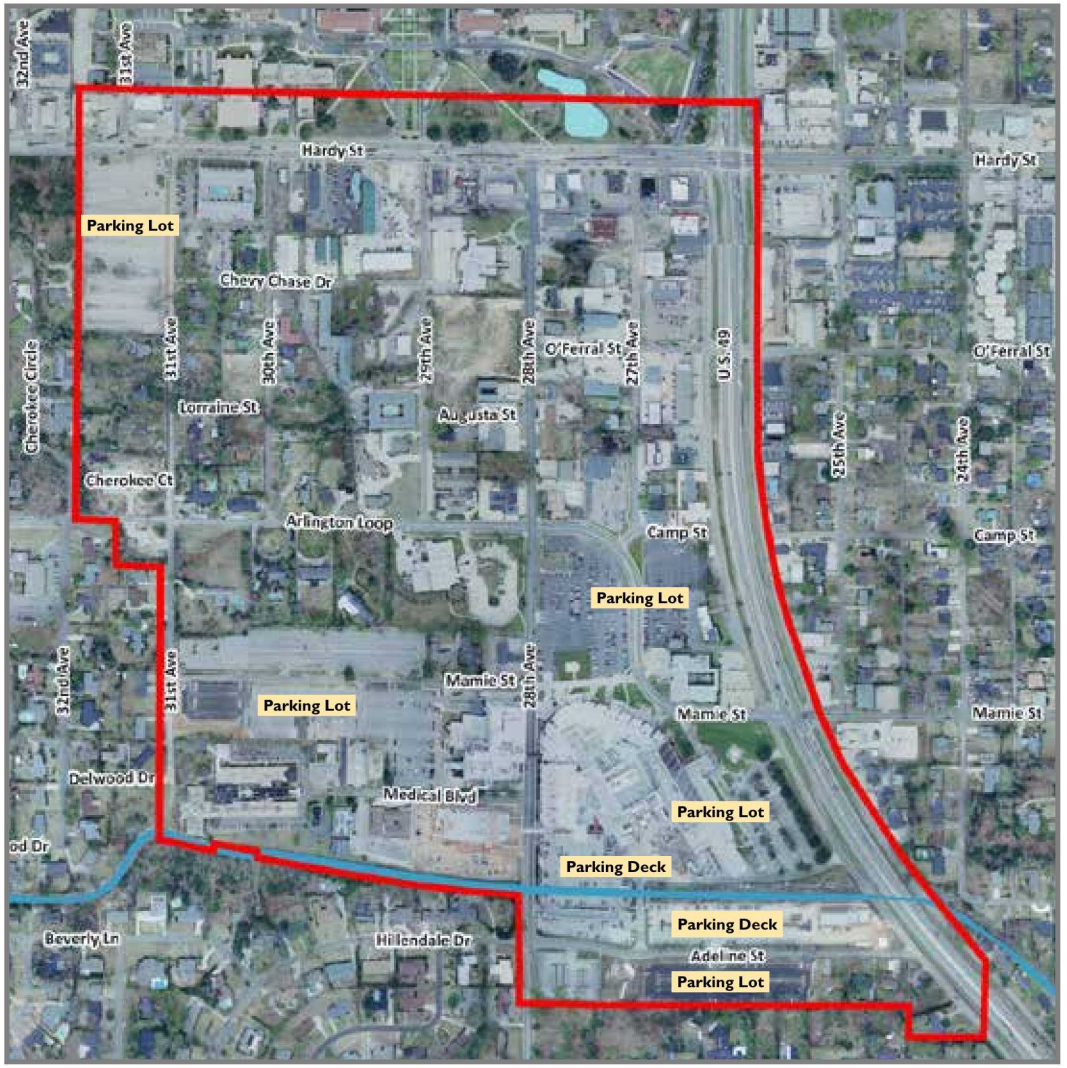
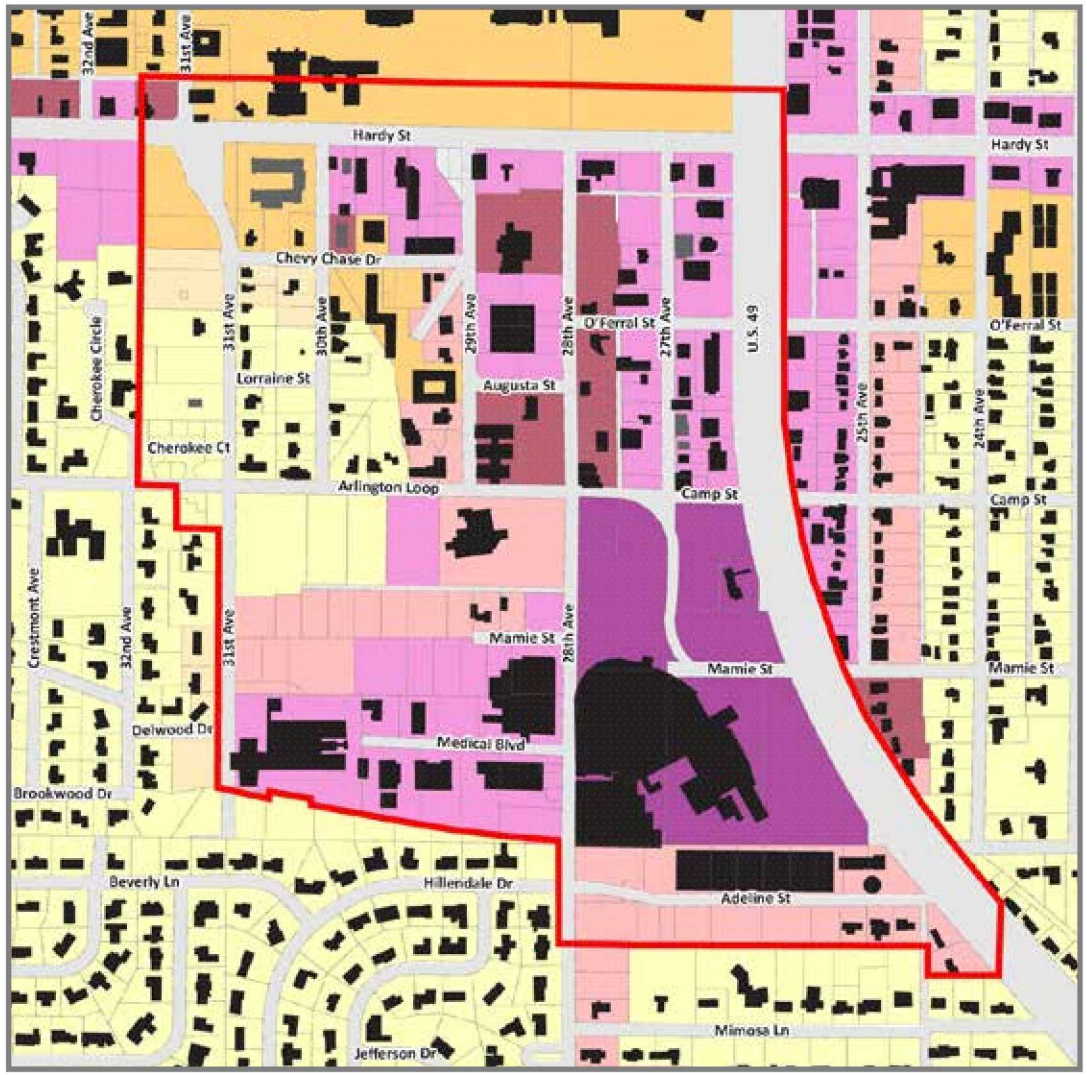


Exhibit 5 – Existing Zoning (2012)



Existing Zoning

Midtown contains a wide range of zoning districts, from the City's lowest density single-family residential district, the R-1A District, to the City's most intense commercial district, the B-5 Regional Business. This variety of zoning districts reflects the change in land use that has occurred over the past 75 years or more during Midtown's development.

Most of the R-1A and R-2 is occupied by single family residential homes and some duplexes developed shortly after WWII and into the 1950s. The R-3 properties are primarily multi-family units developed in the 1960s and early 1970s, with a one built as recent as 1995.

B-1 Professional Business includes a mix of law offices, a church, the Cancer Center, and a large portion of the parking facilities for Hattiesburg Clinic and Forrest General Hospital. B-2 Neighborhood Business is primarily medical-related activities such as the Outpatient Surgery Center, the Wellness Center, and a mix of smaller offices and commercial services along 28th Avenue.

Existing Zoning Legend

- R-1A: Single-Family
- R-2: Two-Family
- R-3: Multi-Family
- B-1: Professional Business
- B-2: Neighborhood Business
- B-3: Community Business
- B-5: Regional Business
- Building

The more intense business zoning is the B-3 Community Business. This includes Midtown properties abutting Hardy Street, US 49 and 27th Avenue which include a mix of fast-food and sit-down restaurants, bookstores, a minor care clinic, a bank, a jewelry store, uniform sales, and other small offices and businesses. Also zoned B-3 are Hattiesburg Clinic (founded in 1963), Bedford Care Center (constructed in 1972), Forrest General Support Services Building, 28th Place and other medical offices along Medical Boulevard.

The remainder of Midtown is zoned B-5 Regional Business. This intensely commercial zoning district accommodates Forrest General Hospital growth and expansion (founded in 1952). The Pat Harrison Waterway District offices are also within the zone.

Zoning Changes Needed

The current zoning within Midtown makes it difficult to create a vibrant mixed use community. The zoning that exist today is one that has emerged as aging residential homes have been converted to non-residential uses or demolished to provide additional parking for the growing medical-related businesses.

Areas within the western edges of Midtown that remain R-1A and R-2 (single and two family residential), limit opportunities to construct more densely developed detached single family residential homes or attached units such as townhomes. The current zoning requires a minimum lot size of 10,000 square feet for single family and does not permit townhomes or small multi-family development - all of which are envisioned by the Midtown Plan.



In 2005, a major amendment to the Land Development Code permitted residential mixed uses within the B-2 and B-3 districts; however, this amendment limited residential densities to one unit per 5000 square feet of gross development area. This density is far below what is economically feasible for a successful mixed use urban center that requires higher densities delivered in a much smaller square foot package. Interestingly, multi-family development is permitted within the B-2 zone, upon review by the Planning Commission, but it is not permitted within the B-3 zone. The B-1 Professional Office zone is more restrictive regarding residential uses, allowing only single family, duplexes and single family units in conjunction with office or business uses.

With respect to permitted building heights, setbacks and lot widths, the B-1, B-2 and B-3 zones do not permit the type of mixed use, multi-storied, buildings abutting sidewalks, on varying sized lots that are envisioned by the Midtown Plan. Currently, the B-1 limits heights to 35 feet and requires a front setback of 25 feet. B-2 limits heights to 35 feet and requires a front setback of 20 feet. The B-3 and B-5 zones measure height in "stories" limiting them to three stories and requires a front setback of 30 feet. In all but the B-1 zone, the minimum lot width is 100 feet (B-1 is 50 feet). All the districts require at least one side yard, thus eliminating the opportunity to construct abutting buildings as is permitted within downtown Hattiesburg.

In order to successfully implement the Midtown Plan, a new type of zoning code is needed that permits higher densities and a greater mix of uses, while protecting existing residential homes on the western edges of Midtown from intrusion by incompatible development. This allows these urban uses by right if constructed in accordance with the standards of the new Land Development Code's zoning provisions.

The objective behind embedding revised Land Development Code provisions into the Midtown Plan serves as a conduit for new investment to take place in Midtown, thus making it easier to get projects under construction. The "form-based" code provisions being discussed for Midtown would regulate building form and placement on the lot ensuring it "addresses" the street in a manner that is pedestrian friendly and encourages activity to take place within the "public realm" - the area that is accessible to the public such as sidewalks, streets, and open spaces.

Existing Commercial



Coffee shops like Java Werks provide informal gathering places (closed in 2012) .



Shoney's, here since the early 1990s, is one of the few sit-down restaurants in Midtown.



Ashley's (closed in 2012) was one of only two clothing businesses in Midtown; the other is B's Uniforms.

Existing Offices / Services



BancorpSouth is one of two banks within Midtown.



This is one of only a few two-story offices built as new construction within Midtown.



Nicholson Orthodontics provides a valuable service to employees and residents in proximity to Midtown.

Existing Residential



Smaller multi-family apartment complex built within Midtown in recent years.



Typical older multifamily residential complex built in Midtown more than 30 years ago.



Several stable and well maintained single-family houses still exist in the study area.

Existing Midtown Mobility

Principal Arterials

Regionally, Midtown Hattiesburg is accessed via Hardy Street and US 49. Hardy Street provides an important connection to and from I-59 as well as Downtown Hattiesburg. Both of these state maintained, "principal arterials" carry in excess of 20,000 vehicles per day (Hardy Street carries 23,000 and US 49 29,000 vehicles).

Characteristically, US 49 is a more high-speed, controlled access facility with frontage roads constructed within 200 feet of right-of-way. Hardy Street is more "Main Street" in character with businesses fronting the south side and The University of Southern Mississippi on the north, and continuous sidewalks on both sides within a 100-foot right-of-way.

Due to the traffic volumes, neither Hardy Street nor US 49 would be considered a candidate for what mobility specialists refer to as a "road diet" – reducing vehicular travel lanes and/or widths in exchange for creating improved pathways for bicycles and pedestrians. However, steps could be taken to rebalance the character toward making walking and bicycling more comfortable, especially along Hardy Street.

Minor Arterials / Collector & Local Streets

Only 28th Avenue and small portion of Arlington Loop/Camp Street are classified as "minor arterials." These streets provide primary access to the higher volume principal arterials on the edges of Midtown as well as access to the collector and local streets.

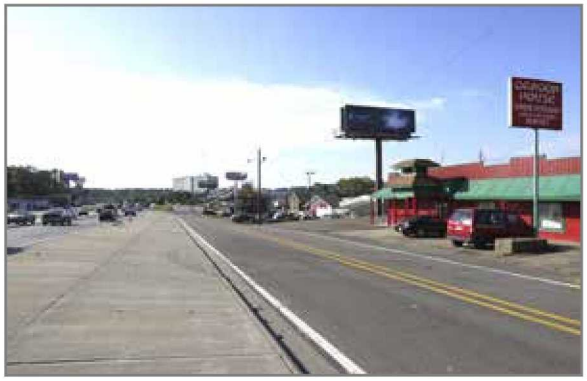
Major Streets



Hardy Street looking east - a state-maintained road separating Midtown from the USM campus.



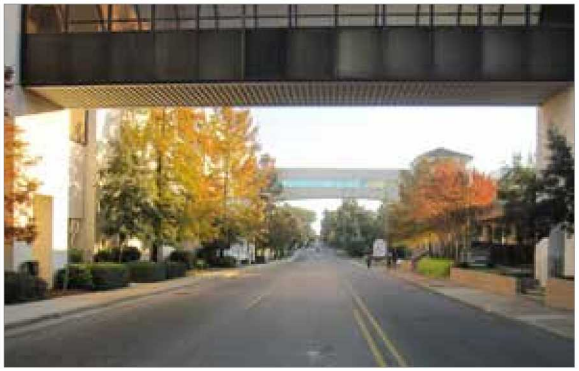
Arlington Loop at 28th Ave. looking west - plans to straightened and realigned with US 49 intersection.



US 49 looking south - a US highway bordering Midtown to the east.



30th Avenue looking north - an example of Midtown's more suburban street cross section.



28th Avenue looking south dissects Midtown and serves both Forrest General and Hattiesburg Clinic.



29th Avenue at Augusta looking north - with signal at Hardy, 29th has become a busier street.

In recent years, these minor arterials and the two streets classified as "collector streets" have been widen to accommodate turn lanes to facilitate the traffic movements into and out major traffic generators such as Forrest General Hospital and Hattiesburg Clinic.

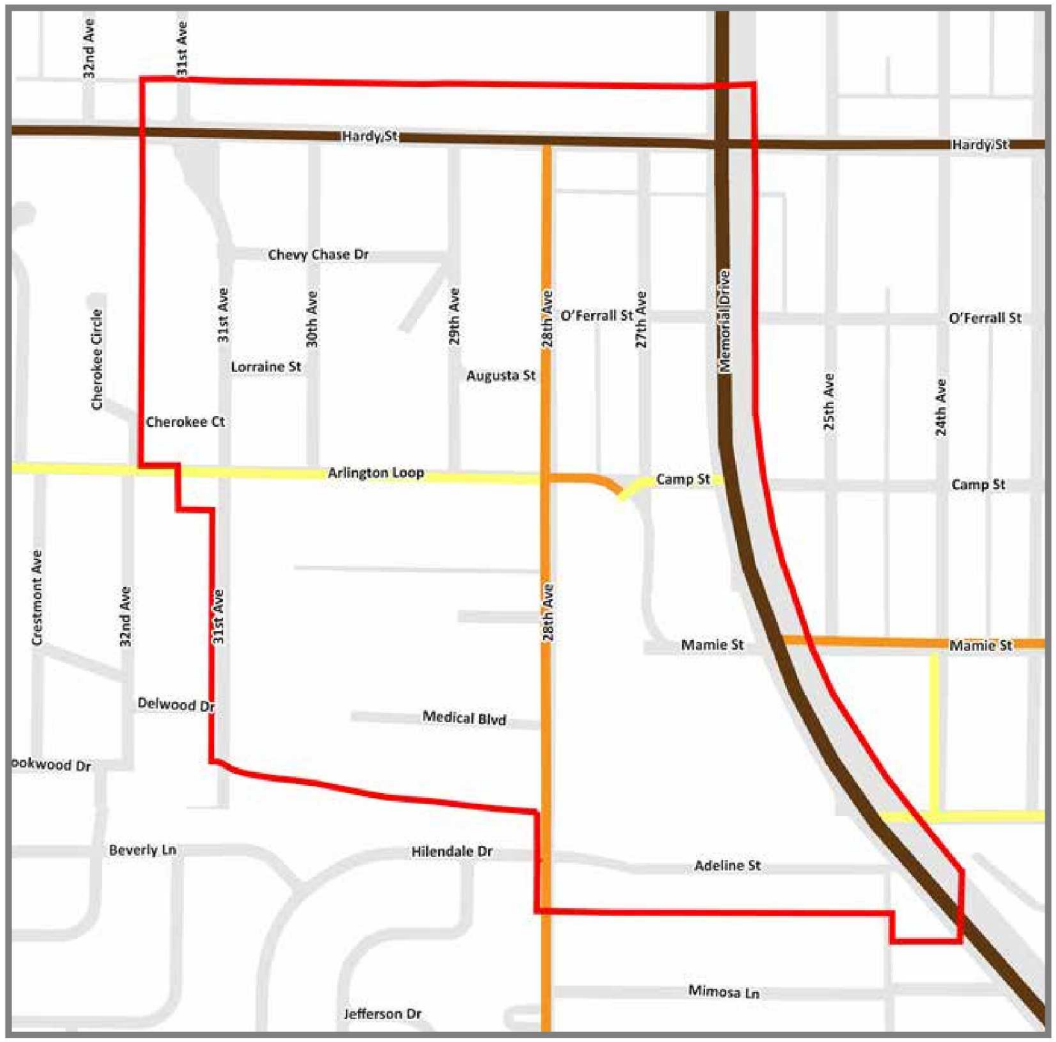
The two streets classified as "collectors," are Arlington Loop west of 28th Avenue and a small segment of Camp Street just west of US 49. One of the major limitations with the collector as well as the minor arterial street network, is the lack of signalized access to the principal arterial network. Neither the intersection of 28th Avenue with Hardy Street nor the intersection of Arlington Loop/Camp Street with US 49 are signalized. There are plans to realign and signalize the Arlington Loop/Camp Street intersection within the near future, but the unsignalized right-only access from 28th Avenue onto Hardy continues to create circulation challenges within Midtown.

Other streets within Midtown are primarily local in character, providing access to small businesses and residential development within the heart of Midtown.

Street Classification Legend

- Principal Arterial
- Minor Arterial
- Collector
- Local Street
- Study Area

Exhibit 6 – Street Classification Hierarchy



Pedestrian Connections

Sidewalks are almost nonexistent within Midtown. Except for sidewalks adjacent to Forrest General Hospital and Hattiesburg Clinic, along Hardy, and portions of 29th and 31st Avenues, for the most part pedestrians must walk in the street or along roadway shoulders throughout Midtown.

Recent MDOT roadway improvements along Hardy Street eliminated the crosswalk at 28th Avenue, requiring pedestrians to walk further or jaywalk to cross Hardy to or from The University of Southern Mississippi's campus. As Midtown redevelops, it will be important to provide pedestrian connectivity within Midtown as well as safer and more frequent connections to the campus.

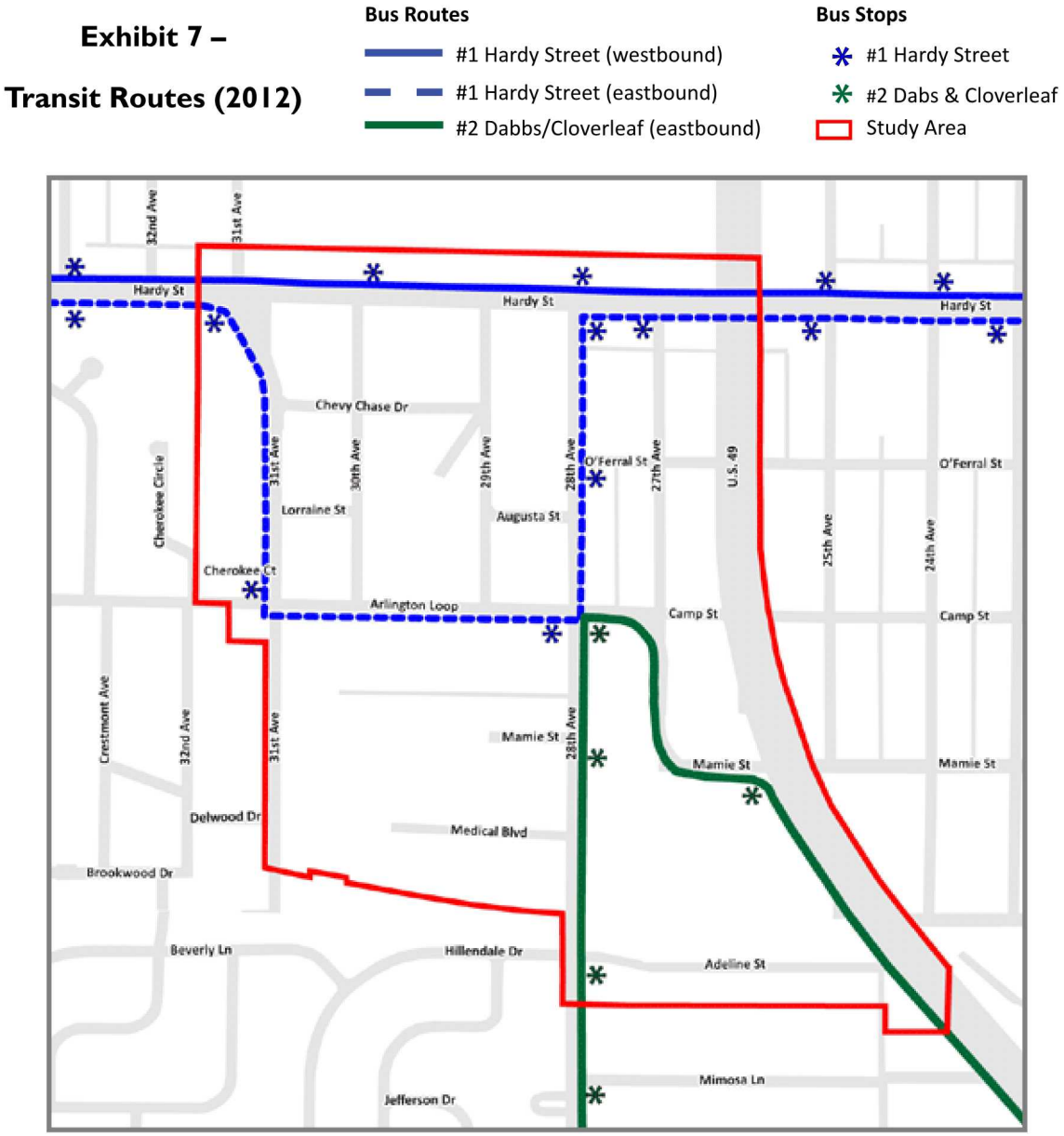
Transit in Midtown

Hub City Transit provides two bus routes that serve Midtown. Route 1, Hardy Street, runs westbound along Hardy Street from the Intermodal Center in Downtown Hattiesburg to the Turtle Creek Mall west of I-59. It makes two stops along Hardy Street (28th and 30th Avenues), but does not provide transit service to the internal street network within Midtown. Eastbound, Route 1 travels along Hardy Street, then turns south onto 31st Avenue, then east onto Arlington Loop, and finally exiting Midtown via 28th Avenue at Hardy Street.

Midtown's second transit route is Route 2, Dabbs/ Cloverleaf. The route runs north along 28th Avenue, turns east onto Mamie Street, then south onto US 49, heading to Cloverleaf Mall area neighborhoods before heading toward Downtown.

Exhibit 7 –

Transit Routes (2012)





An interconnection between Route 1 and 2 is available where the routes intersect at Arlington Loop and 28th Avenue; however, both of these routes are generally eastbound routes terminating at the Intermodal Center in Downtown Hattiesburg.

The challenge with Hub City Transit becoming the mode of choice for riders living and/or working within Midtown is the transit system's long headways - the time riders must wait between buses. Currently headways throughout the system are one hour, too long for transit to be a viable mobility choice for those persons having a choice in transportation modes (can afford an auto or lives with someone having an auto). There is no bus service within The University of Southern Mississippi's campus other than Route 1's service along Hardy Street.

Bike Routes

Midtown does not have bike lanes or sharrows, defined as pavement markings indicating the roadway is to be shared with cyclists, or even designated bike routes to denote bicycle connectivity. Essentially, cyclists are "on their own" if they wish to access the Longleaf Trace or other destinations from Midtown. Hattiesburg has been very proactive in planning new bicycle facilities through road and lane diets per their Complete Streets Ordinance, and has also planned an extension of the Longleaf Trace from its current eastern terminus at The University of Southern Mississippi eastward to connect the campus with Downtown Hattiesburg.



Stormwater / Creeks

Urban stormwater run-off from Midtown flows south and southeast from a high point at Hardy Street down to Gordon's Creek located adjacent to the medical facilities of Forrest General Hospital, Hattiesburg Clinic, Bedford Care Center and 28th Place. Many of these facilities are within the flood plain of Gordon's Creek but sit above the designated flood prone elevation.

As is evident from the images, the U.S. Corps of Engineers opted to use gabions, loose and grouted rip-rap to stabilize the banks of Gordon's Creek



Stormwater and drainage issues are an area of significant concern within Midtown.



Small creek that runs through center of Midtown could be revitalized to become a community asset.



Gordon's Creek runs through the center of a parking structure.

to control erosion and flooding from increased water volumes caused by upstream development. In addition to Gordon's Creek, surface drainage flows from The University of Southern Mississippi's campus, south across Hardy Street, between 29th and 30th Avenues, around Forrest General Cancer Center, into pipes underneath the hospital's parking lots, and finally into Gordon's Creek on the southeast side of the hospital. Due to general lack of maintenance it is viewed more as a "drainage ditch" rather than any type of waterway amenity.

Surface runoff from paved parking lots and urban streets has a major impact on water quality. Currently within Midtown there is a large amount of paved surfaces that drain directly or indirectly into Gordon's Creek.

The Midtown Plan supports the recommendations included in the Hattiesburg Comprehensive Plan, adopted in 2008, that advocates a change in the management practices for controlling stormwater runoff and erosion control along creek beds. It recommends, returning, as much as possible, creeks and streams to their natural state. This is a departure from the current hard edges (gabions and grouted rip-rap) currently employed for erosion control along Gordon's Creek.

In recent years, alternative "best management practices" have been identified that prevent erosion and reduce sedimentation and yet allow waterways to remain in a more natural state. This fosters an improved habitat for plant and animal species, recharges groundwater through the infiltration of stormwater, and, can serve as an amenity for abutting properties and the community as a whole.

Exhibit 8 – Flood Plain Areas*

Note: Most buildings elevated above flood plain





Chapter 2: Market Analysis


OLOS
Dialysis
Urban Advantage
DINER

Introduction to the Midtown Market

This market analysis provides a solid understanding of the market opportunities that exist in Midtown today and going forward over the next decade and beyond.

A key part of the Midtown Plan is the market research completed by Noell Consulting Group (NCG). The market analysis examines the market potential for Midtown to become a walkable, mixed-use community within the heart of Hattiesburg during the immediate five-year period (2013 – 2017) and over the twenty-year time frame (2013 – 2033).

Midtown's strategic location within Hattiesburg benefits from the immediate adjacency of two major medical institutions (Forrest General Hospital and Hattiesburg Clinic) and one of Mississippi's premier universities (The University of Southern Mississippi). These three institutions create significant demand potential for an array of residential and commercial land uses.

Market Assumptions

The market analysis's demand assumptions are based on net new growth in the market and the ability of Midtown to capture a percentage of that new growth. The market analysis does not include development potential based on enticing occupants of existing apartments, and retail or office uses to relocate to Midtown. As Midtown takes advantage of its strategic location and develops into a highly successful walkable, mixed-use community, there could be strong potential for existing users to choose to relocate to Midtown.

Study Area Strengths & Challenges

Midtown's strategic location among the City's largest employers, Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi, employ more than 7,300 people, with incomes averaging around $51,000, well above Hattiesburg's median household income of $38,300 annually.

These three institutions generate significant demand potential for residential and commercial products from not only the employees, but from the estimated 14,850 university students, as well as tens of thousands of annual visitors to Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi.

The magnitude of employment, student enrollment and visitors associated with Midtown's three major institutions is summarized below:

Forrest General Hospital:

- 3,200 Employees/Staff
- 30,600 Annual Admissions
- 18,000 Visitors Per Month

Hattiesburg Clinic:

- 1,800 Employees/Staff
- 50,000 Visitors Per Month

The University of Southern Mississippi:

- 2,300 Employees/Faculty
- 14,850 Students
- 36,600 Visitors Per Month

Other strengths enjoyed by Midtown – strengths that support redevelopment efforts – include:

- Solid access to the entire region via two major thoroughfares (Hardy Street and US Highway 49) and proximity to I-59;
- A low intensity land pattern that creates potential for redeveloping properties throughout Midtown;
- A lack of other mixed-use, pedestrian-oriented developments in the greater Hattiesburg market, a market product that is increasingly being desired by today's market audiences; and
- A strong sense of stability provided not only by the three large institutional anchors, but also by stable residential areas adjacent to Midtown.

The major challenges to Midtown Hattiesburg are primarily those not associated with demand, but with the feasibility of redevelopment. The two specific challenges needing to be addressed are:

- Parcel Size: Outside the holdings by the three major institutions, land ownership is highly fractured with the majority of parcels being small, requiring a significant amount of land assemblage to create a project with any significant size; and,
- Land Cost: The cost of land, due in part by recent land acquisitions, has raised the price of land to $10 - $15 per square feet ($400,000 - $600,000 per acre) which somewhat tempers the feasibility of redevelopment.

Market Audience / Employee Survey

Midtown benefits from its exposure to a number of market audiences that fuel demand for a variety of residential products, and retail, office and lodging uses. The chart below summarizes each of these audiences and the potential land use demands they might create.

To measure Midtown's demand potential as a mixed-use urban neighborhood, a survey was conducted of employees within Midtown's three major institutions - Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi. These employees have the greatest potential to influence redevelopment in Midtown given their number, income and employment proximity. Over 600 employees participated in the survey which provides valuable insight into market opportunities for housing, retail, entertainment and employment within Midtown.

Employee Satisfaction with Midtown

Based on the employee survey, employees overall are satisfied with Midtown, with 92 percent agreeing strongly or somewhat strongly that Midtown is a good location in which to work. They also feel it is relatively safe and secure, with over 60 percent of those surveyed agreeing with that sentiment.

In contrast, Midtown employees are generally unhappy with a number of attributes about Midtown. Discontent is perhaps strongest relative to Midtown being a convenient place to work, as reflected in

Exhibit 9 – Market Audience Matrix for Real Estate Products in Midtown Hattiesburg

			Potential Land Use Demands						
Audience	**Approximate Size**	**Characteristics**	**Retail**	**Dining**	**Rental Apts**	**For-Sale Hsg**	**Seniors Hsg**	**Office**	**Hotel / Lodging**
Area Employees	>10,500 in Midtown area	Highly-educated employees, 33% to 50% having incomes >$75,000	XX	XXX	XXX	XXX	X	X	X
USM Students	>14,850 students	75% currently live off-campus in apartments or with parents	XX	XXX	XXX	X	-	-	-
Hospital, Clinic & USM Visitors	>100,000 visitors per month	Mixture of short-term day visitors and overnight extended stay visitors	X	XX	-	-	-	-	XX
USM Alumni	>75,000 live in MS or adjacent states	Many visit for events; 12,000 over 60 are potential candidates for senior housing	X	X	-	X	XX	-	XX
Small Employers	750 Small office-using firms in City	Firms with <20 employees, including medical and general office users	X	X	XXX	X	-	XXX	X
Area Residents	28,700 nearby residents in 11,700 households	$29,000 median household incomes modest	XX	XX	XX	XX	XX	X	-
Regional Residents	150,000 residents in 55,000 households	$38,000 median household incomes with more disposable income	XX	XX	X	X	-	-	-
NOTE: Scale ranges from "X" (very limited audience support) to "XXX" (very strong audience support).									
Source: Noell Consulting Group, 2011									

factors such as sufficient places nearby to live (only 33 percent agreed), access to quality dining (only 31 percent agreed), and sufficient shopping (only 12 percent agreed). Livability was also "dinged" in the area, with the majority of respondents feeling Midtown lacks quality outdoor places to relax and feeling the area is not an easy or comfortable place to walk around.

Offering a lifestyle proposition that is unique in the market is critical to capturing the demand potential of Midtown. "Lifestyle proposition" is an environment that is more walkable, dynamic, interactive, and contains a mix of uses in close proximity to one another – attributes much of suburbia fails to offer (predominantly Hattiesburg west of I-59). An important implementation goal for Midtown is to create this "lifestyle proposition" by providing sidewalks, gathering places, and a compact urban development pattern with consistent design.

Employee Salaries Strong

Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi, with

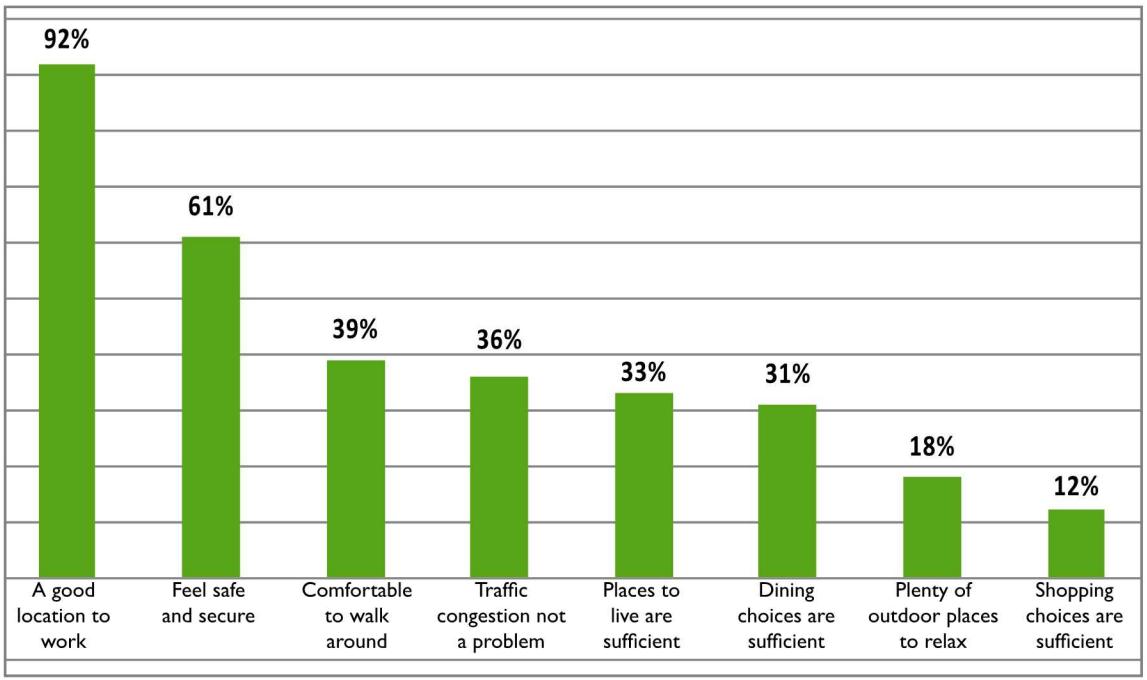


their collective employment force, represent the most significant group of potential consumers of residential, retail and office uses planned for Midtown. An added benefit is that their incomes are significantly above the average per capita incomes of the Hattiesburg Metropolitan Statistical Area (MSA).

As is illustrated in Exhibit 11 - "Midtown Employee Incomes Compared to Hattiesburg Metropolitan Area Per Capita Incomes," the percent of those employees earning between $25,000 to $50,000 is 64 percent more than the MSA's per capita income percentage (41 percent vs. 25 percent). For those employees earning between $50,000 to $75,000, the percent is double that of the MSA's (21 percent vs. 10 percent). Likewise for those employees earning more than $100,000, the percent is double that of the MSA's (6 percent vs. 4 percent. None of this is surprising given the amount of skilled professionals at these three institutions.

The timing for the redevelopment of Midtown is one that is very opportune. Throughout the nation more

Exhibit 10 – Survey Respondents "Strongly Agreeing" or "Somewhat Agreeing" with Midtown Descriptions



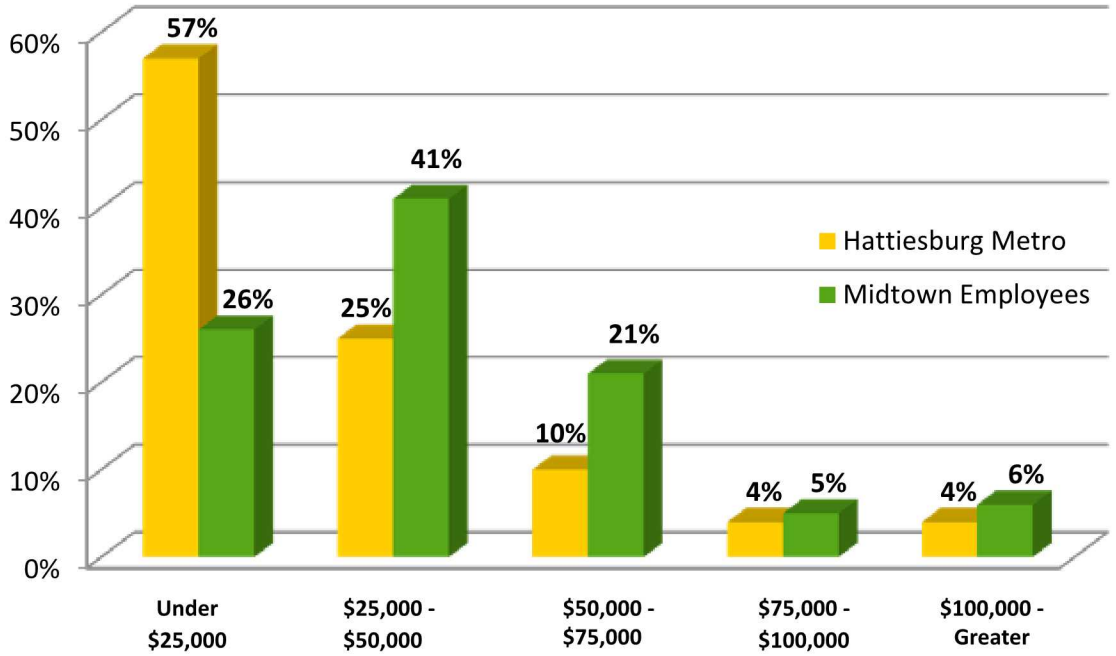
Source: Survey of employees (and faculty) at Forrest General Hospital, Hattiesburg Clinic and The University of Southern Mississippi conducted by Noell Consulting Group, 2011.

walkable, interactive infill development has gained significantly in popularity, particularly within the higher income segments.

These places have been fueled by:

- The rise of "Generation Y," the children of the "Baby Boomers," who increasingly prefer interactive environments with a mix of land uses to the more suburban environments;
- Significant growth of singles and couples without children, audiences who have a greater propensity for attached residential products (apartments, townhomes, and condominiums) or higher-density single-family homes and are driven by convenience and their lifestyle needs;
- Lifestyle shifts among "Baby Boomers," who have lived where it is best for the children (suburban styled cul-de-sac communities with large yards and higher-quality schools) and are now increasingly focusing on living in a location that better fits their own lifestyles;
- Retailers that have seen sales and performance of stores and restaurants in more dynamic locations (mixed-use locations) outperform those in conventional retail centers or in stand-alone locations; and
- Growth of smaller office-using firms typically more driven by lifestyle and convenience considerations.

Exhibit 11 – Midtown Employee Incomes Compared to Hattiesburg Metropolitan Area Per Capita Incomes



Source: Employee survey conducted by Noell Consulting Group (2011) and Claritas data for the Hattiesburg MSA (comprised of Forrest and Lamar Counties).

Employees Responsive to Midtown

The employee survey includes a question as to how seriously different types of households would consider living in Midtown if it offered a mixed-use environment. As is seen in the accompanying chart, over half of those persons currently living alone or with a roommate would seriously consider living in Midtown. To a much lesser degree, couples without children and single parents with children had interest in living in Midtown, but surprisingly, 25 percent of these households would seriously consider living in Midtown.

The recent real estate crisis may work to Midtown's advantage. Recent events in the housing market are locking more people out of home ownership market and fueling greater demand for rental apartments. In addition, the downturn in the housing market and the subsequent loss in housing values, are forcing many to "re-look" at the notion that buying a home in a suburban setting is a safe real estate investment.

These conditions help position Midtown to capture

an increased share of the Hattiesburg housing market - particularly the rental market, and once established the opportunity for owner-occupied units to develop.

Added to this is the job growth in the Hattiesburg metropolitan area. It is improving and is expected to be relatively solid in the coming years, fueling demand for new housing, retail, and office space. Hattiesburg is expected to see job growth averaging around 1,200 net new jobs annually from 2013 - 2017. This is significantly higher than the 400 or so net new jobs averaged annually over the last decade.

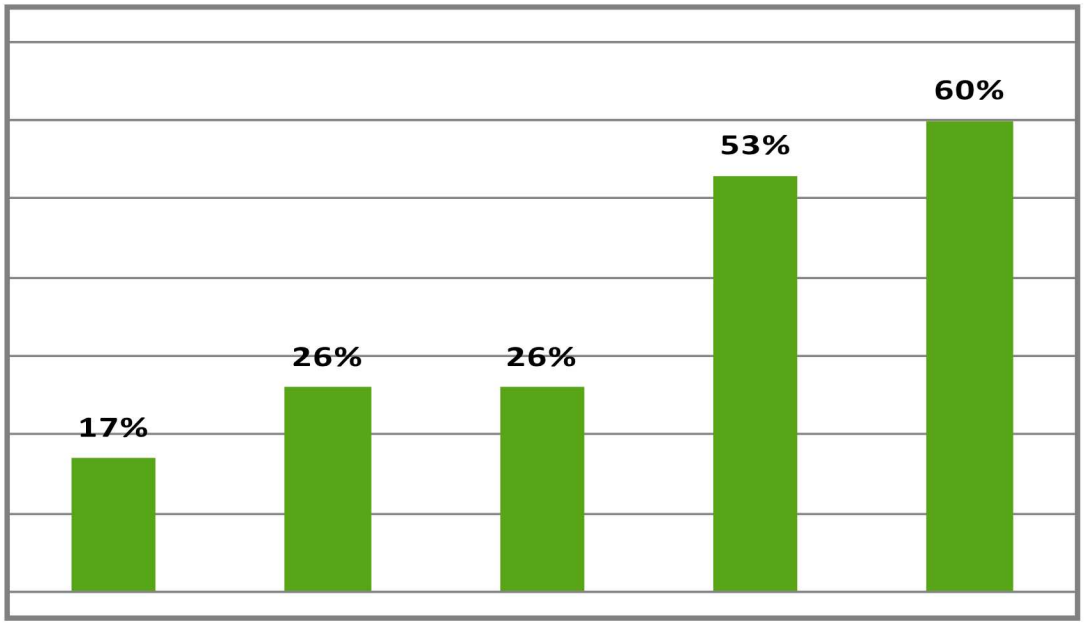
Renter-Occupied Housing Opportunities

Rental residential represents a solid starting point for any revitalization effort. Renters are more likely to take a chance on a newly emerging, or re-emerging area, than homeowners, and can provide the unique mixed-use flavor needed to drive interactive locations.

Today, rental residential is also experiencing increased demand and will continue in the coming years, thus making it a strong housing opportunity for Midtown. There are three target audiences that new rental multi-family product could target:

- Employees at Forrest General Hospital, The University of Southern Mississippi, and Hattiesburg Clinic seeking to be closer to work;
- Students desiring a higher-quality rental housing product, in close proximity to campus with a more interactive environment; and
- Seniors in need of an alternate living situation, such as independent or assisted living facilities.

Exhibit 12 – Survey Respondents Who Would "Very Seriously" Consider Living in Midtown if Mixed-Use Area



Source: Employee survey conducted by Noell Consulting Group, 2011.

Workforce Rental Apartments

Employees at Forrest General Hospital, Hattiesburg Clinic and The University of Southern Mississippi seeking living opportunities in proximity to work, represent the most significant and desirable group to pursue for the conventional rental apartment product, particularly given nearly two-thirds of employees responding to the survey reporting earning less than $50,000 annually. Not surprisingly, nearly 80 percent of those surveyed who expressed an interest in a rental apartment as a desirable product in which to live stated they would be interested in living in Midtown; and 97 percent said they would seriously consider Midtown if rental product were available in a mixed-use environment.

Multi-family residential construction in Hattiesburg peaked after Katrina in 2007 and 2008. Since that time, it has been relatively quiet as the market has struggled to absorb the significant supply added during those two years and also while coping with slow to negative employment growth.

Current rents for workforce rental housing are relatively inexpensive, with the top communities achieving rents of around $.90 per square foot, with unit sizes averaging more than 1,000 square feet. Nearly 70 percent of all market-rate apartment product has two or more bedrooms. However, with 40 percent of renter households living alone, there is a potential opportunity to provide a rental apartment community with a stronger mix of one-bedroom units. This is a product that can achieve higher rents per square foot which is pivotal to constructing new apartments, particularly in mixed-use environments.

Future Demand

Going forward, over the next five years (2013 - 2017), the market is expected to perform at a more solid pace, generating support for over 800 new rental apartment units within the Hattiesburg metropolitan area. This demand includes both conventional rental apartments as well as off-campus student housing, but does not incorporate demand potential for independent and/or assisted living units.

Utilizing data from Claritas, Inc. (a national demographics source), the US Census, and historic permitting trends, new market-rate rental product for workforce housing within the Hattiesburg metropolitan area is projected to average around 200 units per year, of which approximately half (100 units) could be captured by Midtown.

Given this, within the next five years, there is an opportunity to deliver at least 250 market-rate rental apartments in Midtown. With a shift to a unit mix of more one-bedroom units and assuming a premium rent can be achieved in a mixed-use environment, it is possible that a rental product can be delivered at $1.05 per square foot, roughly 10 percent higher than the conventional garden apartment presently offered in Hattiesburg.

Parking

At the above rental rates, parking for workforce (conventional) apartment product will need to be surface parking lots, since structured parking is cost-prohibitive without some type of subsidy. Should some type of alternate strategy, such as a land lease deal or some type of shared parking arrangement be achieved, delivery of an apartment product with structured or reduced parking requirements could be a possibility.



Student Rental Apartments

In addition to its employees, The University of Southern Mississippi represents a second apartment demand source – students seeking off-campus housing close to campus. The most recent data provided by The University of Southern Mississippi indicates that only about 24 percent of the 14,850 students enrolled during the 2011-2012 school year live on campus, with the remainder living off-campus either at home with their parents or alone or with roommates, largely in rental apartments.

Overall, student housing options off campus are fairly limited, with most rental apartment product being older, outdated garden apartments north and west of campus. Five of the newer student rental apartment communities are performing stronger than the older conventional product, experiencing an occupancy rate between 85 percent and 100 percent and rents averaging close to $1.10 per square foot.

There is an opportunity for Midtown to tap into the large base of off-campus students by creating a mixed use environment to attract students for full-time residential units in Midtown. This is not only attractive to students presently commuting to campus, but to future students who are looking for a university setting in proximity to an active "downtown-like" atmosphere.

Future Demand

The University of Southern Mississippi is expected to grow at an annual rate of one percent in the coming years; this is a rate that should result in an additional 3,500 students between 2013 and 2020. Currently,



The University of Southern Mississippi is planning to add only about 350 net new beds (not including replacement of existing, older dorm units) in the foreseeable future. This will result in approximately 3,000 additional students living off-campus or commuting – this is in addition to the roughly 11,260 already living off campus today.

Like conventional rental apartments, a demand model was created that looks at student growth in the coming years and nets out both planned on-campus housing as well as students choosing to live at home and commuting to campus.

In the next five years, based strictly on future growth, demand for new student-oriented rental apartments in Midtown will not be sufficient to support a substantially-sized complex until around 2016. However, one element that cannot be accurately projected is the potential of a new Midtown apartment complex geared to attracting existing students who would choose to relocate in order to live closer to campus.

While students certainly create apartment demand potential, there is some sensitivity to living too close to a large student population by those seeking workforce rental apartments and conventional for-sale product. Nearly 27 percent of employees surveyed indicated separation of student and non-student housing would be a factor that would increase their interest in living in Midtown.

Senior Rental Apartments

Over the coming decade, Midtown will become increasingly attractive for senior housing, including independent and assisted living. The presence of major medical facilities such as Forrest General Hospital and Hattiesburg Clinic, the lifelong learning opportunities at The University of Southern Mississippi, and an interactive mixed-use environment, combine to make Midtown a strong location for independent and assisted living facilities. In addition, neighborhoods to the west and south of Midtown feature a fairly significant base of aging households that wish to transition from home ownership to some type of structured rental environment focused on senior living.

Today, some fairly substantial vacancies exist in two of the newer, more modern senior housing products in Hattiesburg (Emeritus Forrest Park at Pine Meadow and Provision Living). Given the downturn in the economy, this is something typical as many opt to either stay in their existing homes or live with children until the economy improves. Over time, however, occupancy rates are expected to return to more normal levels and demand potential for new senior product will grow.

Within approximately five to seven years, the demand for new independent and assisted living housing is expected to be sufficient to support such development in Midtown. Ideally it would be a location accessible to the center of Midtown, yet not truly in the middle of everything, and one that is proximate to the Hattiesburg Clinic, Forrest General Hospital, and The University of Southern Mississippi.



Owner-Occupied Housing Opportunities

For-sale residential housing product represents a growing opportunity for Midtown, but one that requires a strong lifestyle proposition – a vibrant, mixed-use atmosphere – to be fully realized. Currently, larger-lot, single-family homes are the primary housing product offering in Hattiesburg. Not surprising, the survey of area employees indicates large-lot, single-family homes remain the most desirable product in the market.

Surveyed employees, however, indicate significant interest in small-lot, single-family homes or patio homes, and 40 percent indicate an interest in purchasing a townhome, but only if it had a two-car garage. The townhome product is capable of supporting higher land costs and is more attractive to younger buyers, particularly singles, who have little interest in yard maintenance.

For many potential buyers, the purchase of a smaller-lot, single-family patio home or townhome is a trade-off for a single-family home on a larger lot and thus they will expect value to be delivered via a greater sense of lifestyle – walkable, dynamic, interactive, mixed-use neighborhood.

Existing Housing Market

Hattiesburg market today is quite homogenous, with large-lot, single-family home product accounting for the majority of the housing supply. There is little to no small-lot, single-family home, townhome, or condominium product available in the Hattiesburg market today.

The majority of new home sales in the Hattiesburg area are priced between $100,000 and $200,000, a price point which accounts for nearly 70 percent of the market. The overwhelming majority of this product is single-family homes delivered on typical suburban lots (12,000 square feet or larger).

Of the available patio/small-lot, single-family home product in the Hattiesburg market, most is located in suburban subdivisions and functions either as "value play" product for first-time homeowners priced at the lowest end of the new home spectrum (around $110,000 to $120,000), or as "down-sizing" product for empty nesters priced at around $180,000 to $200,000.

The townhome product is practically non-existent in the Hattiesburg are and truly represents an opportunity for Midtown. Existing smaller lot developments in the region all lack critical lifestyle components – pedestrian oriented, walk to retail, and a general sense of place.

Midtown's opportunity lies not in providing a lower-cost product than what is found elsewhere, but providing one that offers a unique lifestyle proposition. Those elements that increase potential buyers' interest in living in Midtown are:

- An environment that is walkable, particularly to retail and dining opportunities;
- One that is highly active and engaging; and
- One that features events, parks, and open spaces.

Future Demand

Over the past several years the market has slowed considerably as the economy in Hattiesburg and the US has continued to struggle. New home sales in Hattiesburg, which in the past have averaged around 300 units annually (peaking at 476 units in 2007), slowed to roughly 160 units in 2010 (the most recent year for which reliable data for new home sales are available).

As part of the market analysis, a demand model was created to estimate potential demand for new for-sale homes. Based on the demand model, new home demand is expected to average around 320 units annually over the next decade, with the greatest depth in the market being for product priced between $140,000 and $190,000 (33 percent of the total market) and nearly 80 percent of demand existing for homes priced under $250,000.

Demand captures for Midtown were undertaken for two groups: those employed in Midtown (who had higher interest level and exposure to Midtown) and



those employed elsewhere (who had less exposure to Midtown).

Based on an analysis of the market, household income, and the results of the consumer research survey conducted of employees, three types of new, for-sale residential products could be offered in Midtown:

- Small-lot single-family homes in areas of the study area that border existing single-family homes;
- Two price levels of townhome products that would form the most significant offering of for-sale homes in Midtown; and
- A limited offering of condominium flats offered in the more central, amenity rich areas of Midtown.

Midtown "potential" annual demand will be reduced by certain market constraints. One is Midtown's elevated land costs which increase the cost of the housing making it less affordable and thus limiting the number of potential qualified purchasers (it is estimated that small lot, single family homes may need to be priced at starting at $275,000 in Midtown). An additional constraint is the lower development interest that will occur during the initial years of Midtown's transformation into a walkable, mixed-use community.

The table below is the "adjusted" annual owner-occupied housing demand for Midtown. This reflects the degree to which the above noted constraints are projected to reduce the "potential" annual new home (for-sale) demand in Midtown.

It should be recognized that the "potential" annual demand shows more small-lot, single family housing potential than can be physically accommodated within Midtown over the 20-year period. This is simply what Midtown could potentially capture if land were available.

Also, the above annual demand does not include potential second-home purchases (like "game-day" condominiums) from outside of the market. Although, this is a limited market source, there is potential support for a smaller condominium offering, particularly associated with the planned hotel – an offering that could provide a greater sense of lifestyle given the ability to utilize hotel amenities and services.

Exhibit 13 – Annual and Incremental "Potential" Owner-Occupied Housing Demand

Land use	Target Sales Price	Adjusted Annual Demand	Initial 5-Year Demand	Future 5-Year Demand	Total 20-Year Demand	Development Intensity
Small-Lot Single Family (units)	$275,000	7	35	70	245	1 -1.5 stories 45 x 90 ft. lots 7 - 9 per acre
Townhomes (units)	Entry: $170,000 Luxury: $210,000	8	40	55	205	2 - 3 stories With Garage 12 - 16 per acre
Condominium Flats (units)	$165,000	7	35	45	165	3 - 4 stories 20 - 30 per acre

Source: Employee survey conducted by Noell Consulting Group, 2011.



Retail Development Opportunities

Retail (shops, restaurants and services) is a land use critical to the creation of a unique lifestyle proposition in Midtown. It is also a land use that draws support from perhaps the broadest range of sources (local employees, area residents, students, hospital, clinic and university visitors, regional residents, etc.), and has the potential to be the defining land use in Midtown.

Today, retail in Midtown can be best defined as a collection of aging, free-standing properties with a limited offering of retail and dining uses that struggle to compete with newer offerings westward on Hardy Street and further west across I-59. It lacks amenities on which a stronger retail/dining environment could be based (no park orientations, central square, etc.), and larger properties needed for more sizable retail uses (e.g. a grocery store).

Midtown's retail competition features large, single use parcels that accommodate major retail centers and outparcels for chain restaurants, geared to the car-dependent new residential growth occurring west of I-59. These retail centers also capture existing residential areas east of I-59 - areas that once were home to larger, more significant retail uses which have since shifted westward.

Occupancies and Rents

Currently, based on surveys of area retail centers and interviews with area brokers, Hattiesburg appears to be somewhat over-retailed with overall occupancies being somewhere around 80 to 85 percent, particularly within older retail centers east of I-59. Newer retail centers and outparcels along Hardy Street west of I-59 are attracting patrons away from aging retail centers east of I-59 as well as from some older centers to the west.

"Top of the market" rents – those seen by the newest, best executed properties – average around $18 - $20 per square foot (triple net). The majority of the spaces achieving this rent can be found west of I-59, although some new retail development east of I-59 has been able to achieve rents in line with the "west of I-59" market. The majority of retail space east of I-59, however, is located in aging retail properties and only achieves rents of around $12 per square foot.

Given the latent demand potential existing in Midtown and the adjacent residential neighborhoods (employees, students, residents), and the stronger rents seen at newer establishments east of I-59, it is evident that retail in the Midtown is underperforming today.



The majority of retail offerings in the Hattiesburg market offers little "sense of place," with most delivered as free-standing buildings or developed in prototypical strip shopping center with overly abundant parking and no mix of land uses. Only one retail offering, Walnut Square in the heart of downtown Hattiesburg, offers any "sense of place." But this area is very small and is in a challenging location, thus has struggled to compete in the market and achieve rent levels and occupancies needed to justify its higher development costs.



These retail conditions create a significant opportunity for Midtown, in that no project delivers a sense of place in a location that is viable and attractive from a tenant perspective. Midtown's access to numerous market sources and its high level of visibility (intersection of two major thoroughfares) creates an opportunity unique in the market and one that, with solid execution, can exceed other offerings in the Hattiesburg market. National and regional retail chains (including restaurants) and local, independent retailers are increasingly favoring

open air, mixed-use environments – those offering a strong sense of place and location – over traditional shopping centers and malls. Such an environment could be ideal for Midtown, but will require both some type of critical mass (land assembly being a challenge) and a major anchor tenant.

Future Demand

Retail demand potential is estimated from an array of sources, including area residents (the largest potential source of demand), employees, and students. These groups account for the large majority of retail demand potential, including dining uses in Midtown. A well-executed project could draw significant support from beyond the local market, but for demand potential purposes, only support from the local market sources was considered, including the local trade area (see trade area map).

Based on retail demand modeling, it is estimated that approximately 76,000 square feet of net retail demand exists in Midtown today (80,000 when accounting for a reasonable vacancy rate). An additional 19,000 square feet of net new demand is supportable every five years or so.



Retail offerings in Midtown should be primarily focused on Hardy Street and along US Highway 49, with some retail offered around a potential park or central square within Midtown. Roughly 40 percent of this demand is for restaurant/dining uses, which is particularly supportable from area employees and students.

The calculated demand potential does not include retail demand sources beyond the three primary audiences (area residents, employees, and students), and should thus be considered potentially conservative. As development takes place, Midtown has a strong potential to capture market share from existing retail within the Hattiesburg market area.

By creating a strong sense of place and delivering well designed and executed space, Midtown will tap into the regional retail demand audience, particularly given the lack of other similar destinations in the metro area. The majority of this outside demand would likely be for dining opportunities, as restaurants in similar environments elsewhere have had a greater ability to penetrate the regional market.

Although the demand models indicate a lack of demand for a new grocery store east of I-59, an opportunity exists to locate a grocery in Midtown. Existing grocery offerings east of I-59 are largely outdated and/or located on less desirable properties as compared to a potential location in Midtown. Creation of a strong site within Midtown



in proximity to US Highway 49 could be highly attractive to an existing area grocer relocating to Midtown and would serve as a major retail anchor for the mixed use development in Midtown. Today, many grocery store operations have a 18,000 - 28,000 square foot format that is easily adaptable to higher density urban environments.

There is potential to attract a new national or regional grocery to Midtown but this would face significant hurdles, one of which is the lack of existing distribution centers within the State of Mississippi. Overall, locating a grocery store in Midtown is no easy feat; such an effort requires significant land assemblage and careful design to balance parking and space requirements with Midtown's placemaking and design goals.

Office Development Opportunities

People today are increasingly looking for a sense of place and quality of life that mixed-use and infill locations provide. This is true not only of residential location decisions, but is also increasingly true of office locations. Increasing numbers of firms are opting for mixed-use environments that are convenient, where employees can walk to restaurants and shops, where they can sit outside and enjoy lunch or coffee, and where they can take a walk or jog during lunch.

Midtown has the potential to offer all of these attributes and thus can significantly increase its attractiveness to Hattiesburg's office users, particularly smaller firms – those that tend to be driven significantly by quality of life factors more than some other larger employers. The presence of two major medical institutions and the proximity of The University of Southern Mississippi would be strong magnets to an array of office developers.

Midtown today largely appeals to medical-related firms, including independent doctor's offices and uses that service or relate to Forrest General Hospital , Hattiesburg Clinic and Bedford Care Center. Many of these uses are located south of Midtown in converted residential structures due to the inability to find appropriate space within Midtown. Recapturing some of these uses, many located along South 28th Avenue, is a built-in opportunity for



Midtown and one that should be further explored.

Non-medical office uses have largely shifted west along Hardy Street and further west of I-59. These uses have located in smaller, freestanding office properties that are closer to executive housing (a major driver of office location decisions) offer little in terms of quality of life, with auto travel required for all errands, lunches, etc. Midtown's vibrant, mixed use environment that offers a greater sense of location, character, and convenience, should be highly attractive to many of these non-medical uses. As with retail, a major challenge is the low office rents found in the current office market. Many tenants pay around $10 - $13 per square foot, a rate that may be too low to support new construction. While a challenge, well-designed office space, including space that may be vertically-integrated with retail or residential uses, should be able to achieve premium rents compared to older, freestanding office uses and thus should be feasible from a financial perspective.

Future Demand

A demand model was created to examine demand potential for local serving office uses (those with 20 employees or less), based on established relationships between the number of employees

Exhibit 14 – Potential Small Office Square Footage Demand in Midtown, 2013 - 2023

Industry Code Description	Estimated Unmet & Future Demand	Midtown Estimated Capture Potential	Midtown Demand Potential by 2020
Insurance Carriers & Related Activities	14,300	40%	5,720
Real Estate Offices	13,200	40%	5,280
Rental & Leasing Services	10,000	40%	4,000
Offices for Attorneys	13,000	40%	5,200
Offices for Accountants / CPAs	5,100	40%	2,040
Architectural, Engineering and Related Services	6,800	40%	2,720
Offices for Physicians	23,100	50%	11,550
Offices for Dentists	13,200	50%	6,600
Offices for Other Health Practitioners	8,000	50%	4,000
Total Square Feet	106,700		47,110

Source: Employee survey conducted by Noell Consulting Group, 2011.

in each industry sector at the state level and the corresponding population at that same level, to establish supportable small firm office ratios that can be applied to Hattiesburg. Estimated growth within Hattiesburg over the next five years, and into the future, was used to estimate the net incremental small office employees and square foot demands, with a 40 to 50 percent capture for Midtown depending on the industry sector (medical firms achieving higher capture rates).

Based on these calculations, Midtown could support approximately 24,000 square feet of additional office space within the next five years, and up to 48,000 square feet within 10 years. This assumes Midtown is transformed into a highly desirable mixed use community. These calculations also assume no "redistribution" of existing tenants from other areas of Hattiesburg to Midtown, which is a real possibility. One important caveat is that these estimates do not include major office expansions by Hattiesburg Clinic.

Office space should be integrated into the ground floor of a residential building, on the second floor of properties having ground floor retail, and free-standing multi-story office buildings. Medical uses should be either on the first floor of a property or in an elevator-accessed building.

Market Summary

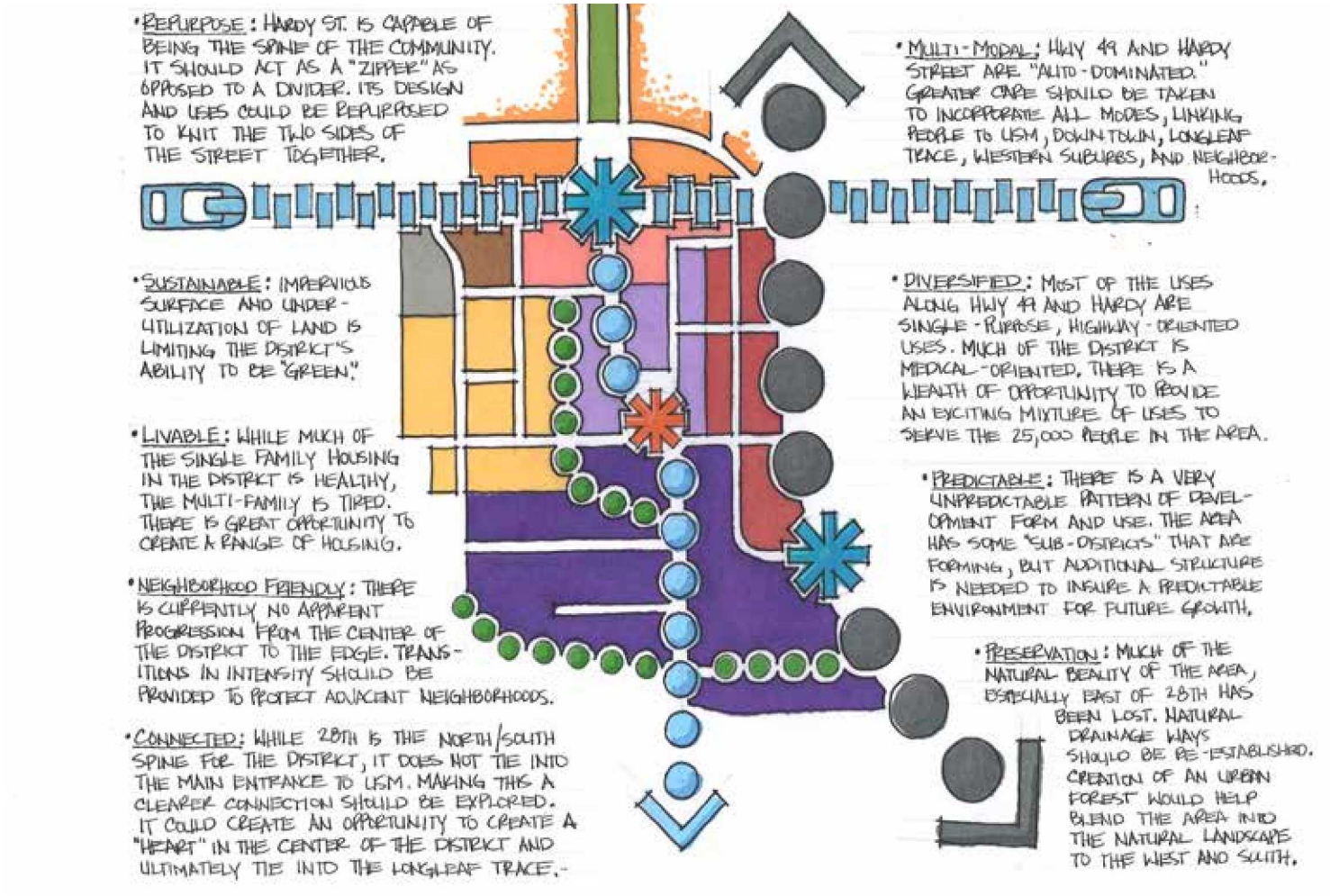
In summary, Midtown has a moderate, yet very real, demand potential for residential, retail and office uses. It should be noted that issues such as land availability, development feasibility (factoring in land costs), development intensity, market acceptance, and timing, all impact the total number of residential units and the amount of retail and office space delivered during the 20-year planning period. The initial development is on a sizable rental residential component (largely market-rate rental apartments for employees with some student apartments and senior housing), followed by for-sale townhomes with garages underneath, and retail space anchored by a grocery store. Other residential uses such as small-lot, single-family homes and condominium flats are less immediate land uses given the limited feasibility of detached housing in Midtown from a financial perspective and the ability to deliver for-sale condominium product in projects sizable enough to provide the sense of lifestyle needed to make that product attractive from a market perspective.

Exhibit 15 – Summary of Land Use Demand in Midtown, 2013 - 2033

Land Use	Initial 5-Year Demand	Future 5-Year Demand	Total 20-Year Demand	Development Intensity
Small-Lot, Single Family	35 units	70 units	245 units	1 – 1.5 Stories 45' x 90' Lots 7 – 9 Units/Acre
Townhomes	40 units	55 units	205 units	2 – 3 Stories 2-Car Garage 12 – 16 Units/Acre
Condominium Flats	35 units	45 units	165 units	3 – 4 Stories Not Over Retail 20 – 30 Units/Acre
Workforce Rental Apartments	250 units	250 units	1,000 units	3 – 4 Stories Some Over Retail 20 – 30 Units/Acre
Student Rental Apartments	75 units	110 units	410 units	3 – 4 Stories Not Over Retail 20 – 30 Units/Acre
Senior Rental Apartments	125 units	125 units	500 units	3 – 4 Stories Not Over Retail 5-Acre Site
Retail	80,000 sf	19,000 sf	138,000 sf	Mix of Single & Mixed Use Buildings
Grocery	18,000 – 28,000 sf	0	18,000 – 28,000 sf	Single Story with Main Street Feel
Local Serving Office	24,000 sf	24,000 sf	96,000 sf	Mix of Single & Mixed Use Buildings

Source: Noell Consulting Group, 2011.

Initial Observations about Midtown Hattiesburg





Chapter 3: Planning Themes



Midtown Mixed Use Concept View

Introduction - Midtown Concept Plan

The centerpiece of the Midtown Plan is the illustrative Conceptual Master Plan for Midtown. The Concept Plan presents an ultimate build out scenario for the full redevelopment of Midtown.

In viewing the Concept Plan, it is important not to focus on the exact placement/type of proposed development, but the overall concept being proposed. The Concept Plan assumes that almost all existing development, except Forrest General Hospital, Hattiesburg Clinic, and a few scattered buildings, will be replaced over an extended period of time with denser, more walkable and vibrant mixed uses, urban residential, senior living, and medical-related facilities and services.

The Plan assumes that almost half of the future development will be mixed use - combinations of retail - residential and office offering opportunities for shared parking and reduction of overall parking requirements, and thus yielding higher building square footage potential.

It also assumes decked parking (surface parking with one-story of structured parking above). Without which building footprints and heights could not be achieved nor could ground-floor retail be offered. If a multi-storied structured parking deck (three or more levels,) were developed, an even more vibrant mixed use environment can be created. With the expansion of transit availability, even higher densities might be possible.

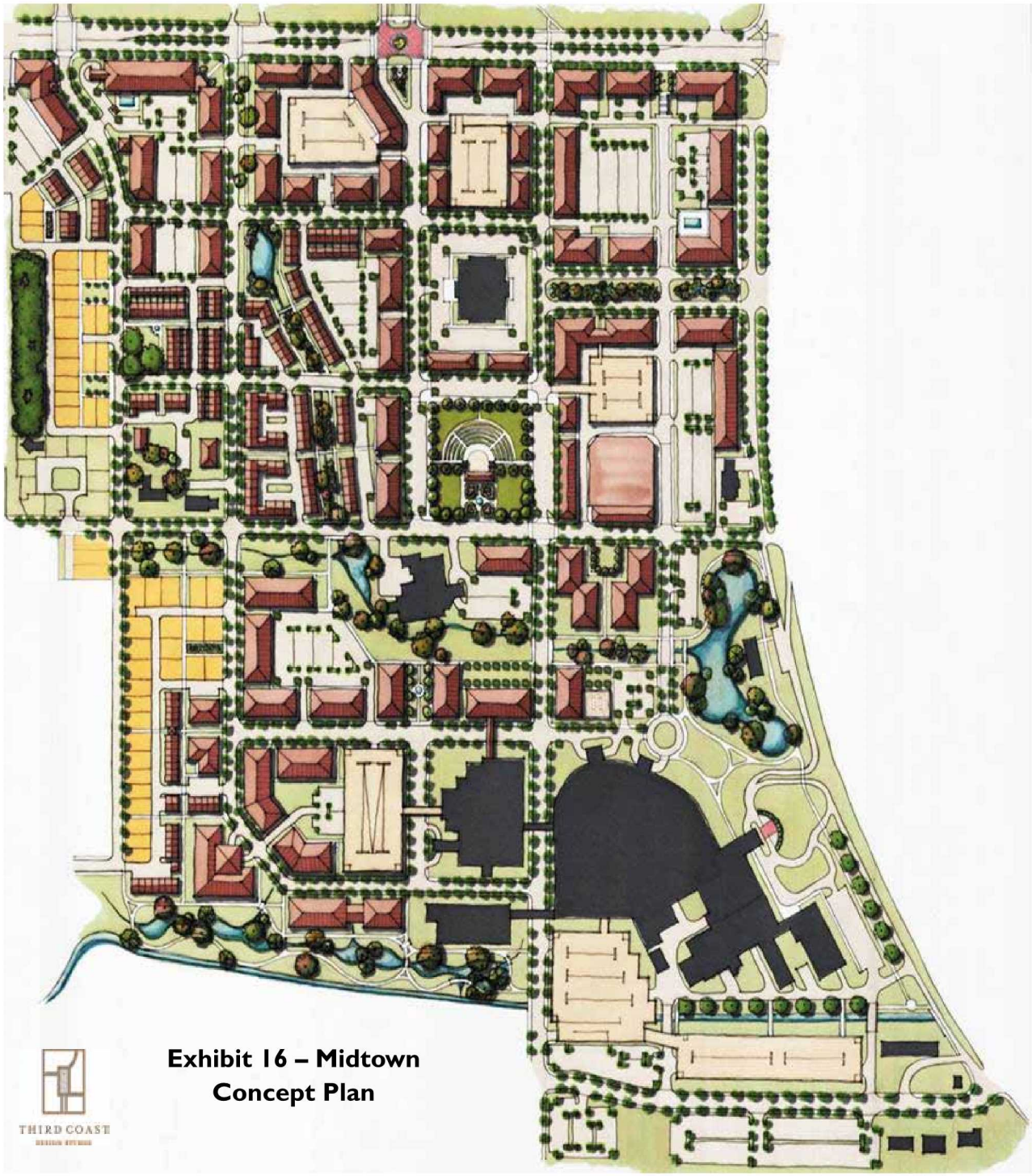
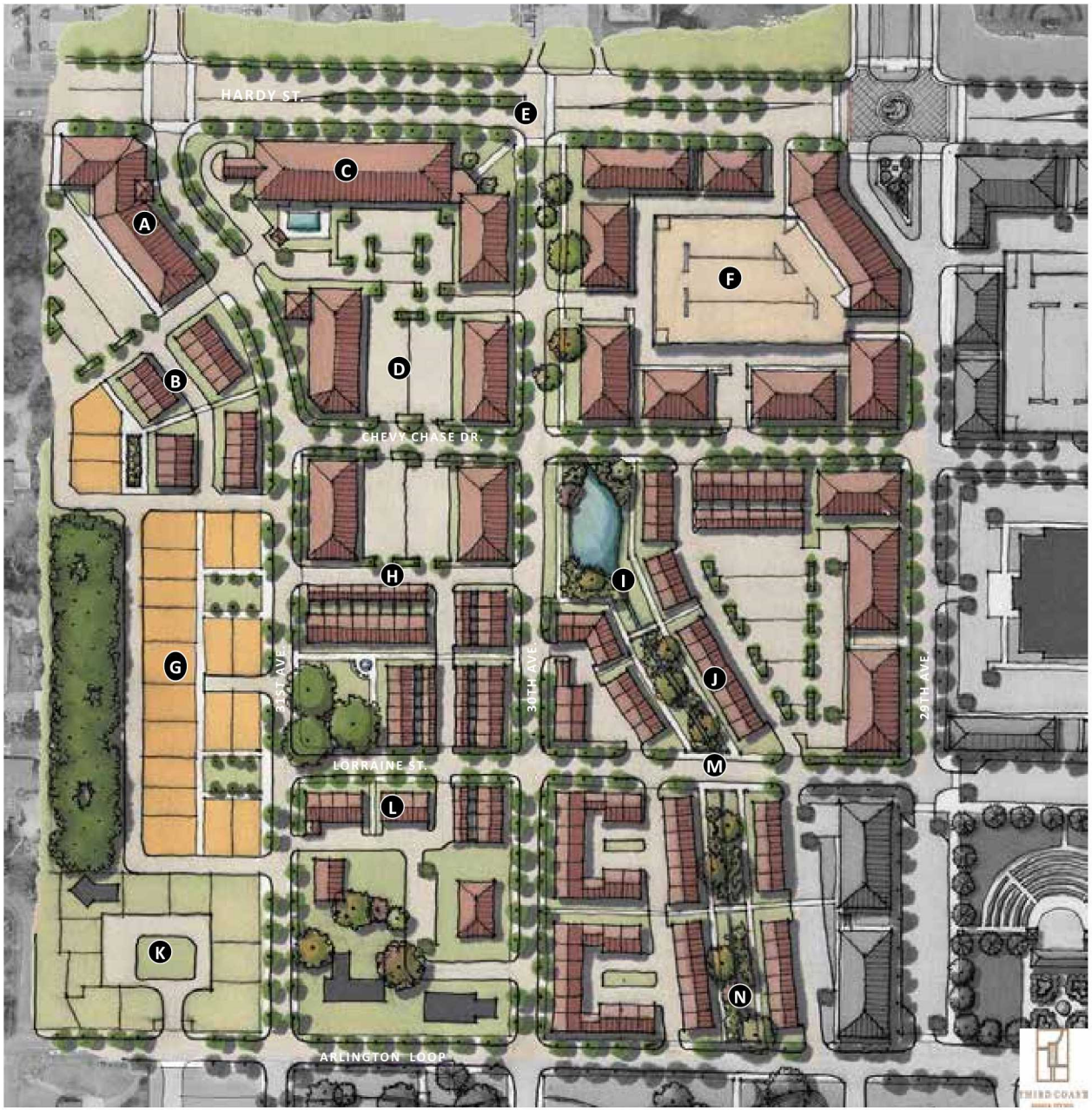


Exhibit 16 – Midtown Concept Plan

Exhibit 17 – Northwest Area

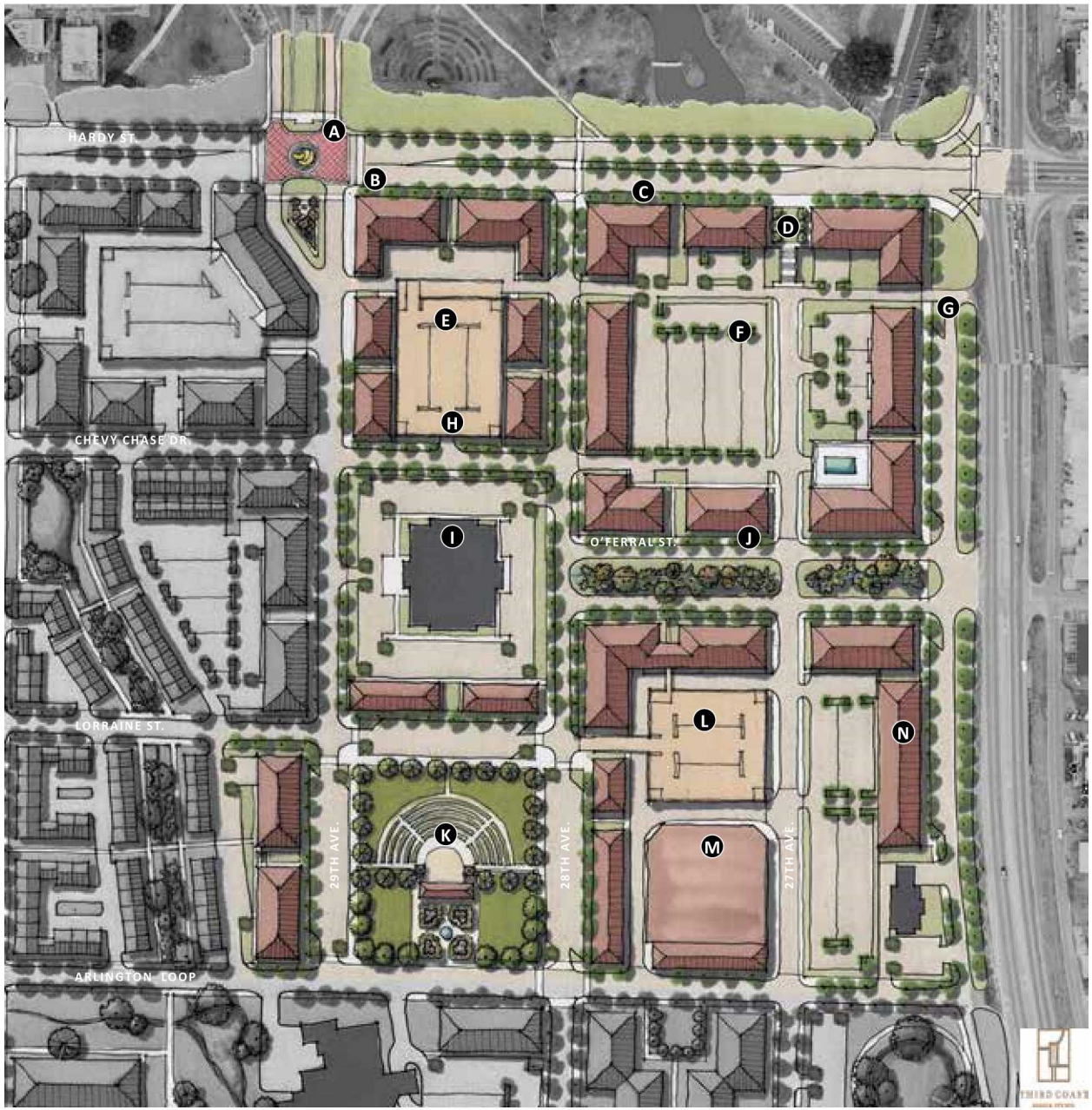


In general, this area serves as a transition from the eastern, more intense portions of Midtown to the residential neighborhood to west. Retail uses are more appropriate along Hardy with lower intensity office and residential uses along internal streets.

Key Recommendations

- **A** Two-story retail/office building pulled up to sidewalk to create formal street edge.
- **B** Townhouses front 31st Ave. with cottage court single-family buffering adjacent residential to west.
- **C** Hotel with supporting retail services fronts Hardy Street with access from 31st Ave.
- **D** Two-story offices/apartments abutting Chevy Chase Dr. transition to higher density to east.
- **E** Crosswalk allows for safer Hardy St. crossing.
- **F** Three-story buildings with ground floor retail and apartments above front Hardy St. and 29th Ave. create a gateway into heart of Midtown. Two-to three-story apartments front Chevy Chase Dr. and 30th Ave. Two-story parking deck ensures adequate off-street parking is available.
- **G** Cottage court single-family fronts 31st Ave. and provides vegetative buffer to residential to west.
- **H** Two-story apartments south of Chevy Chase Dr. with townhouses protecting mature oaks. Potential for mixed retail/residential but with development sensitive to adjacent single-family.
- **I** "Little Gordy" Creek revitalized as a "day-lighted" greenway abutting townhouses enhances stormwater runoff and provides bike and pedestrian connectivity. Naturalized detention pond at 30th and Chevy Chase Dr. controls flow of stormwater.
- **J** Townhouses abut "Little Gordy" Creek and two-to three-story offices/apartments front 29th Ave. Ground floor corner units could contain coffee shops, small restaurants and offices.
- **K** Cherokee Court developed as single-family with rear of houses screened along 31st Ave.
- **L** Townhouses abut Lorraine St. and transition to existing single-family promoting housing diversity.
- **M** Lorraine St. extended between 30th and 29th Avenues to enhance connectivity.
- **N** Continued revitalization of "Little Gordy" Creek southward surrounded by townhouses along creek and fronting 30th Ave.

Exhibit 18 – Northeast Area

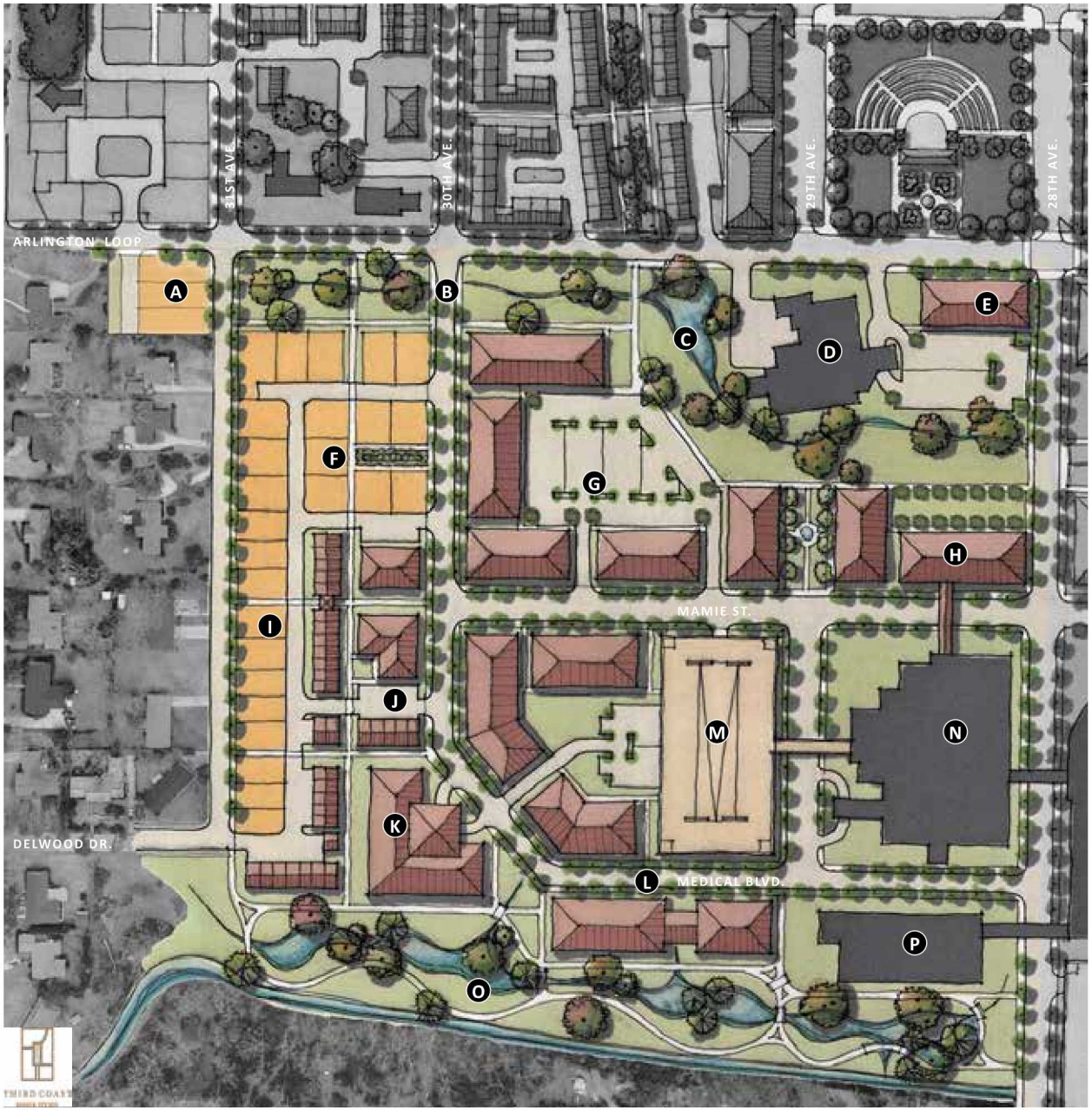


In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.

Key Recommendations

- **A** Entrance to campus enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- **B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- **C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- **D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- **E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- **F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- **G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- **H** Chevy Chase Dr. extended between 29th and 28th Avenues to enhance connectivity.
- **I** Forrest General Support Services Building serves as Midtown focal point.
- **J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- **K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- **L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- **M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- **N** Two- to three-story office/condo building with Community Bank to the south retained.

Exhibit 19 – Southwest Area



This area encompasses Hattiesburg Clinic, Bedford Care Center, the Cancer Center and substantial areas of surface parking which over time will be transformed by structure parking, new medical related building and senior housing.

Key Recommendations

- **A** Single-family homes front 31st Ave with rear-access.
- **B** Extension of 30th Ave southward connecting to Mamie St. and Medical Blvd. creates new street connections and enhances circulation.
- **C** "Little Gordy" Creek natural detention pond serves as an amenity for Hattiesburg Clinic and Forrest General Cancer Center employees and enhances stormwater capacity for Midtown.
- **D** Existing Forrest General Cancer Center.
- **E** Two- to three-story medical-related building fills in surface parking lot and anchors block corner.
- **F** Cottage court single-family provides new housing option and lower intensity transition to adjacent residential to west.
- **G** Two- to three-story medical-related buildings abut newly extended 30th Ave and reconstructed Mamie St. (Hattiesburg Clinic former surface parking lot).
- **H** Two- to three-story medical-related building with skyway connection to Hattiesburg Clinic (strengthening the block corner).
- **I** Small, low maintenance single-family homes front 31st Avenue providing a buffer between the more intense Clinic activity to east.
- **J** Independent, assisted living and senior housing (single-family, townhouse, cottages) provide a variety of continuum care housing options in proximity to Hattiesburg Clinic and Forrest General Hospital.
- **K** Reconstructed three- to four-story assisted living and nursing home facility.
- **L** Two- to three-story medical-related office buildings abutting Medical Blvd. connecting to 30th Ave extension.
- **M** Replacement of extensive surface parking lot with multi-story parking structure with skyway access to Hattiesburg Clinic enables significant redevelopment.
- **N** Hattiesburg Clinic serves as major anchor to Midtown.
- **O** Linear park within floodplain enhances stormwater quality flowing into Gordon's Creek and serves as a natural amenity for the area.
- **P** Existing 28th Place medical building.

Exhibit 20 – Southeast Area



In general, this area encompasses Forrest General Hospital. The area remains relatively stable over time, access and circulation improvements are made and Hospital facilities are relocated to underutilized parcels from outlying locations.

Key Recommendations

- **A** Arlington Loop and Camp St. realigned with 27th Ave and Mamie St. to form an improved four-way intersection configuration.
- **B** New traffic signal at Arlington Loop and US 49 improves access to Midtown.
- **C** Two- to three-story Forrest General Hospital expansion fronts 28th Ave and Arlington Loop filling in surface parking lot.
- **D** "Little Gordy" Creek revitalized as a "day-lighted" greenway through parking lot to serve as an amenity for the Hospital that enhances stormwater quality and bike and pedestrian connectivity.
- **E** Open preserve created between Forrest General Hospital and US 49. Natural detention pond serves as amenity for Hospital campus and environmentally manages stormwater. Pat Harrison Waterway District Building retained and refurbished.
- **F** Two-to three- story Forrest General Hospital expansion fronts 28th Ave filling in surface parking lot and providing rooftop helipad.
- **G** Reconfigured parking lot provides convenient emergency room access.
- **H** Mamie St. access to US 49 closed and reconfigured to terminate at traffic circle to improve circulation for the Hospital's emergency care entrance.
- **I** New formal entryway into Forrest General Hospital) to improve overall access through Hospital property; Mamie St. access closed to US 49.
- **J** Forrest General Hospital serves as major anchor to Midtown.
- **K** Future site of Hattiesburg Clinic Heart and Vascular Center.
- **L** Existing Forrest General Hospital parking structure.
- **M** Recently completed Forrest General Hospital parking structure.
- **N** Existing surface parking for Forrest General Hospital employees.
- **O** New traffic signal at Adeline and US 49 improves southern access to Midtown.

Midtown Themes

The Midtown Plan is organized around four "themes" that are hallmarks for envisioning an active, accessible, vibrant Midtown of the future - a place to live, work, shop and play! These four themes are: **Activating Midtown - Connecting Midtown - Greening Midtown - Promoting Midtown**.

These themes are the placemaking elements of Midtown. They create an "active" urban form necessary for a successful mixed use community. They recognize the importance of offering a range of housing types that appeals to a variety of age groups seeking alternative living environments to what is offered within the greater Hattiesburg regions.

Uses are "connected" by a series of "complete streets" - ones that accommodate pedestrians, bicyclists, automobiles and transit. Ease of internal circulation becomes an important element to the vibrancy of Midtown. "Green" elements re-establish the importance of mixing the hard edges of an urban development with the eco-friendly soft edges of an urban forest and sustainable treatment of stormwater management. The last but perhaps most important element is the successful "promotion" of Midtown to not only the development community but to future residents and visitors to Midtown.

Activating Midtown

1. **Foster a Variety of Uses**
   An active neighborhood contains a variety of uses.
2. **Promote Additional Housing Opportunities**
   Great neighborhoods contain a variety of housing options.
3. **Re-Purpose Under Utilized Properties**
   Vibrant, walkable areas are characterized by buildings pulled up to the street, Vacant sites and large surface parking lots offer an opportunity.

Connecting Midtown

4. **Make Streets More Bike & Pedestrian-Friendly**
   Streets must be designed and operated to enable safe, attractive, and comfortable access and travel for all users.
5. **Enhance Bike & Pedestrian Connections**
   Improving connections is key to ensuring that pedestrians and cyclists can safely move in and around Midtown.
6. **Improve Vehicular Circulation**
   Street connectivity is a measure of how well the roadway network connects to places

Greening Midtown

7. **Enhance Stormwater Management**
   Stormwater should serve as an amenity, providing ecosystem functions including filtering and slowing flows.
8. **Create and Maintain an Urban Forest**
   Streets and parking lots provide an opportunity to plant an urban forest that provides relief from the heat.
9. **Promote the Use of Green Building Techniques**
   Midtown has the opportunity to lead the way toward lower energy consumption through green building techniques.

Promoting Midtown

10. **Support Existing Businesses and Institutions**
    Midtown's greatest assets for future growth include the existing businesses and institutions in the area.
11. **Market, Brand Midtown as a Destination to Live, Work & Play**
    As the project area evolves into a mixed use destination, it will need marketing and branding to focus attention on Midtown.
12. **Create Formal Organization to Implement the Plan**
    The success of a redevelopment area often lies in organizing people and funding in a focused way.

Activating Midtown

An active neighborhood contains a variety of uses and is busy on weekdays, evenings and on weekends. Midtown, with its vibrant mix of residential, retail, office, medical and public spaces in close proximity to The University of Southern Mississippi, presents an ideal mix of uses.

This is what Noell Consulting Group refers to as "lifestyle propositions." An environment that is more walkable , dynamic, interactive, and contains a mix of uses in close proximity to one another - attributes much of suburbia fails to offer (predominantly Hattiesburg west of I-59).

As the market analysts indicate, across the US more walkable, interactive infill development has gained significantly in popularity fueled by these groups:

- The rise of "Generation Y," the children of the "Baby Boomers," who increasingly prefer interactive environments with a mix of land uses to the more suburban environments;
- Significant growth of singles and couples without children, audiences who have a greater propensity for attached residential products (apartments, townhomes, and condominiums) or higher-density single-family homes and are driven by convenience and their lifestyle needs;
- Lifestyle shifts among "Baby Boomers," who have lived where it is best for the children (suburban styled cul-de-sac communities with large yards and higher-quality schools) and are now increasingly focusing on living in a location that better fits their own lifestyles;
- Retailers that have seen sales and performance of stores and restaurants in more dynamic locations (mixed-use locations) outperform those in conventional retail centers or in stand-alone locations; and
- Growth of smaller office-using firms that are typically more driven by lifestyle and convenience considerations.

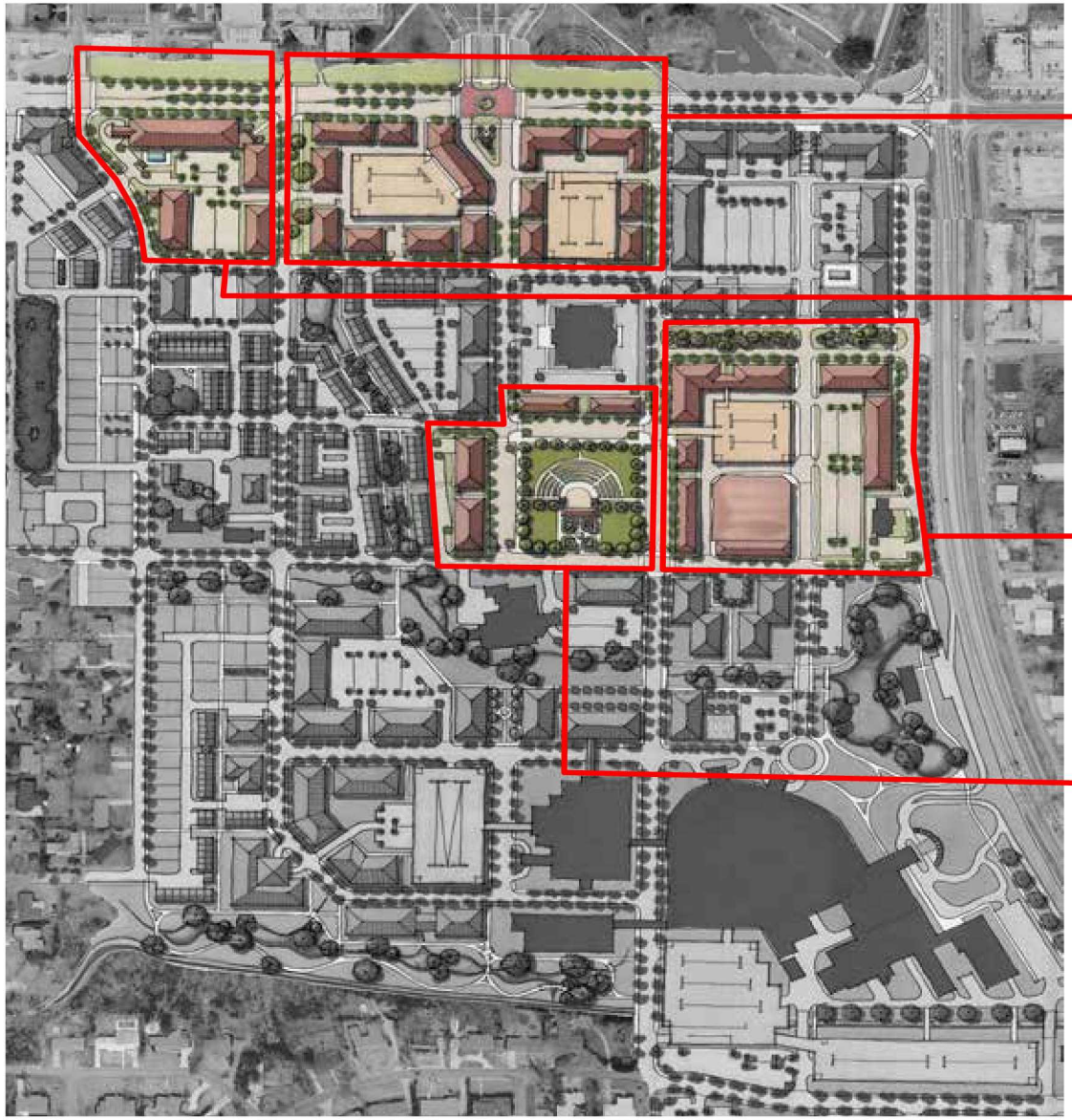






Exhibit 21 – 1. Foster a Mixed Use Environment

Great neighborhoods contain a variety of housing options and have representation from a variety of people—young, old, rich, and poor.



Mixed Use Gateway - Hardy St.

Hotel at 31st Ave. & Hardy St.

Midtown Grocery

Midtown Green / Amphitheater





Foster a Variety of Uses

Mixed Use Gateway at 29th & Hardy

Creating a sense of arrival is highly important not only for the future of Midtown but for The University of Southern Mississippi. It a critical component to building district identity while strengthening The University of Southern Mississippi's image, not only within the Greater Hattiesburg region, but as a recruitment tool for prospective students and faculty. Hardy Street as it is currently "designed" is simply a state route with the soul purpose of moving traffic from "Point A to B."

Creating a visually-attractive "gateway" into Midtown and at the main entry of The University of Southern Mississippi announces to everyone that they are entering an unique part of Hattiesburg. Gateway treatments can be as simple as that illustrated above - distinctive pavement markings, landscaping and an insigne representing The University's Golden Eagle - or more structural with a significant piece of vertical stone or metal artwork and appropriate lighting.

Foster a Variety of Uses

Midtown's strength is in its offering of a variety of choices for living, shopping, working and entertainment, all within a highly appealing urban venue. This mix of uses, plays well to Midtown's strategic location among Hattiesburg's largest employers, Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi, that collectively employ more than 7,300 people with median household incomes averaging 30 percent above the region's average.

These institutions generate significant demand for residential and commercial products from not only their employees, but from the estimated 14,850 university students, as well as tens of thousands of annual visitors to these institutions.

The Midtown is the ideal location for specialty retail, local restaurateurs wishing to open in proximity to major employers and a strong student base just footsteps away. In addition to planned mixed use developments and a variety of housing opportunities, Midtown has the strength to support a boutique-type hotel (under 100 rooms) catering to university- and medical-related visitors, as well as to those coming to the region for other reasons.

Likewise the opportunity to offer a specialty grocery such as Harris Teeter, Trader Joe's or more traditional ones such as Publix, but on a footprint of less than 30,000 square feet, is a very supportable idea given the existing and proposed population of Midtown.



Midtown Retail



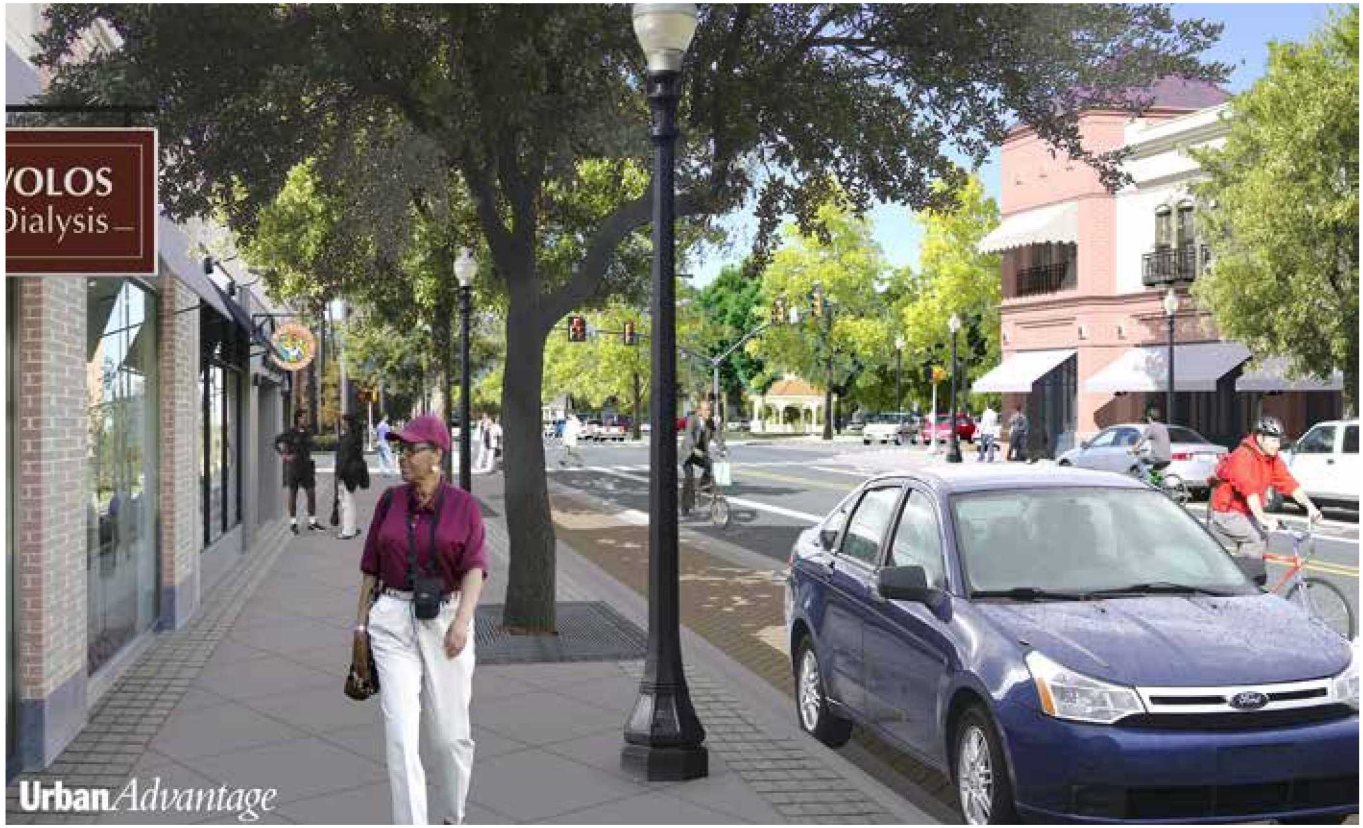
Midtown Green / Amphitheater



Boutique Hotel



Midtown Supermarket



Before







After

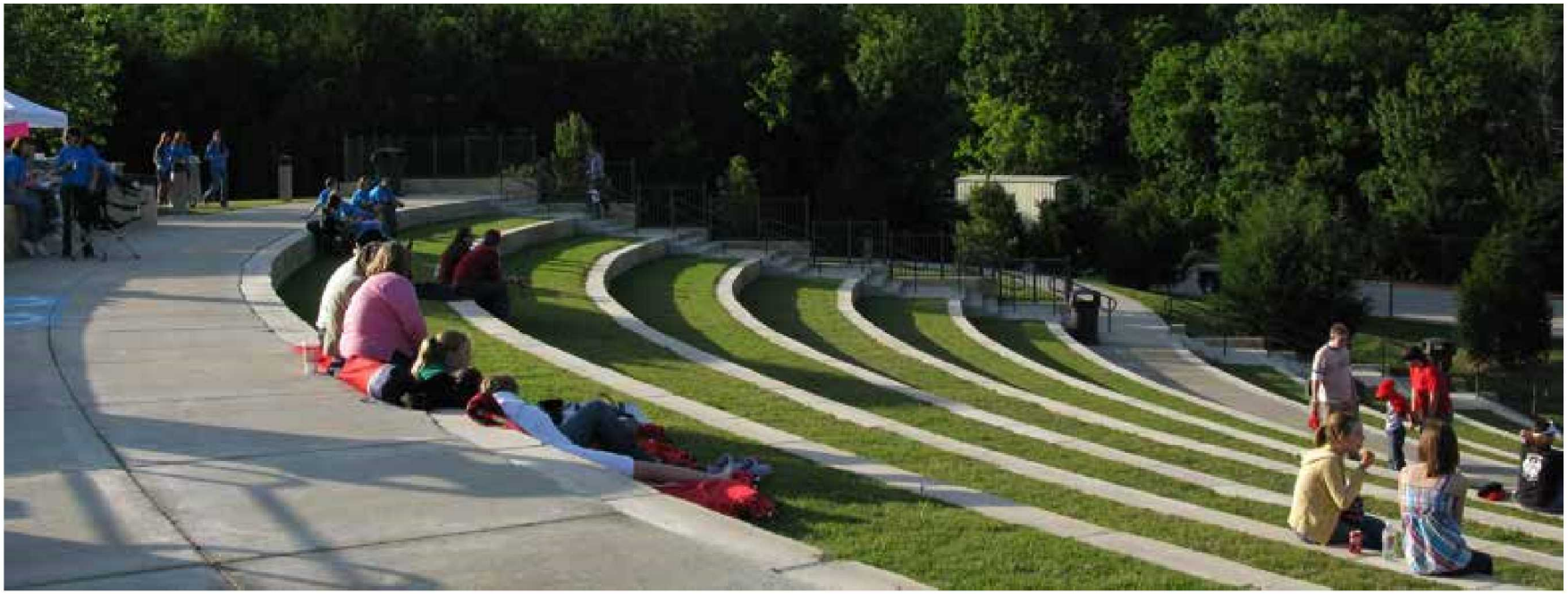
Foster a Variety of Uses

Arlington Loop as a Mixed Use Corridor

People-Friendly streets that support activity are a major component of the Midtown Plan. Streets and sidewalks that are edged with buildings and attractive urban design features are important factors in creating a pedestrian-friendly, mixed use environment - particularly for retail and dining related investments.

Streetscape improvements enhance the visual character of Midtown, create a more pleasant walking and driving experience, and increase the likelihood of return "consumers" to Midtown. Attractive streetscape treatments give a positive first impression of Midtown and provide a continued pleasant and welcoming experience. The importance of the "public realm" - the area enjoyed by the public that is between facing building facades that is often only thought of in terms of the "right-of-way" - is of major importance and should be given a high priority in the creation of Midtown's future development.

Streetscape improvements, first and foremost, include creating a multi-modal corridor that effectively accommodates private passenger vehicles, transit, bikes, pedestrians, and future building forms - designed with the function of the corridor in mind. The illustration above is a perfect example of a well-designed mixed use corridor. In addition to the accommodation of the modes of traffic, the corridor should emphasize streets trees, street furniture, public art work, decorative lights, and attractive signage - geared to the level of pedestrian activity anticipated.



Foster a Variety of Uses

Midtown Green / Amphitheater

The Midtown Green / Amphitheater serves as a major events' venue for Midtown. In many ways it is the "District Square" for public gatherings and entertainment featuring musical and theatrical performances to showcase the region's wealth of performance and musical talent.

Music is an important part of Hattiesburg's history. With the presence of both The University of Southern Mississippi and William Carey University, the City has been producing internationally performing musicians and music educators for over a hundred years. In terms of the teaching and production of classical music, Hattiesburg is the state's undisputed leader. Yet, there is no publicly visible artistic evidence that classical music exists within the community. To fill this void, Jay Dean, Music Director and conductor of the Southern Mississippi Symphony Orchestra, suggests that the Midtown Green / Amphitheater serve as the major outdoor musical venue for the Greater Hattiesburg region.

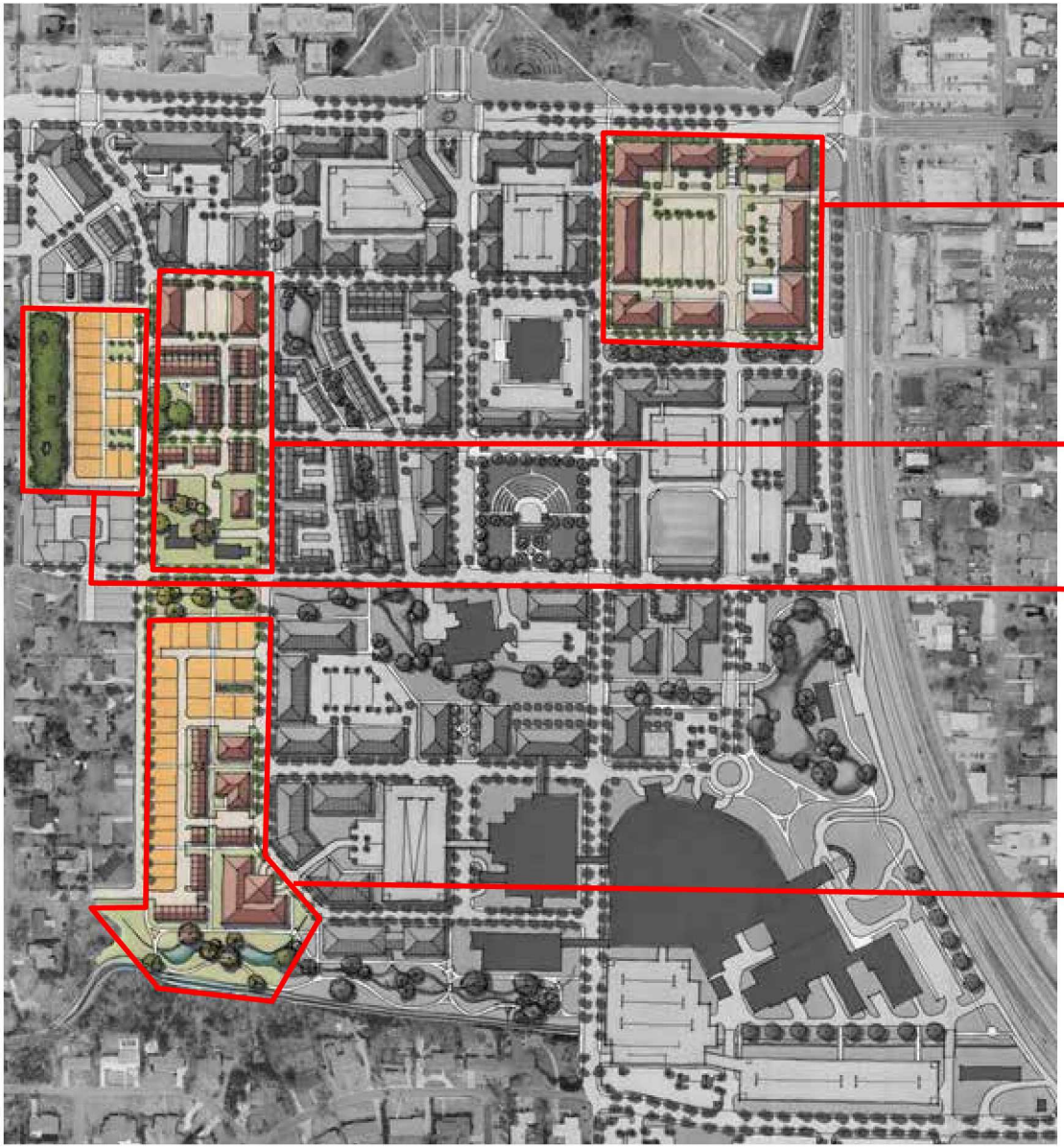
To complement the Midtown Green/Amphitheater's physical presence, eight-foot tall, multi-ethnic string quartet of bronze sculptures, the "Winds of Sound," consisting of a Caucasian cellist, a Hispanic violinist, an African violist and an Asian violinist, would be created by renowned Columbia, Mississippi sculptor Ben Watts. This is a larger than life rendition of the "Winds of Sound" sculpture project started in 2010 by the Hattiesburg Concert Association to coincide with Hattiesburg's FestivalSouth, an annual multi-week, multi-disciplinary arts festival. The sculpture installation would celebrate the importance of music to the Hattiesburg region, as well as be available for everyday enjoyment by residents, employees, students, faculty and visitors to Midtown.





Exhibit 22 – 2. Promote Additional Housing Opportunities

Great neighborhoods contain a variety of housing options and have representation from a variety of people—young, old, rich, and poor.





Promote Additional Housing Opportunities

Mixed Housing Types

As the Plan illustrates, Midtown offers residential opportunities that appeal to a wide range of residents including young professionals, faculty, full-time employees at Forrest General and Hattiesburg Clinic, and longtime residents of abutting residential neighborhoods who are now "empty nesters, and/or seniors" looking for residential choices closer to where they currently live.

A key element of the Midtown Plan is the transition from the higher residential densities located toward the east (toward Highway 49) to much lower densities moving westward toward the traditional single family residential found within the abutting University Heights Neighborhood.

Midtown has the potential to house a large population within a mix of housing types that differ from that available in other parts of the Greater Hattiesburg region. This mix includes condominiums, urban apartment buildings, town homes, and residential lofts above businesses.

Noell Consulting Group's survey of employees at Forrest General Hospital, Hattiesburg Clinic and The University of Southern Mississippi indicates a strong interest in conventional rental apartment product opportunities in proximity to their work. In addition, the townhome product, something indicated as being potentially attractive to 40 percent of those surveyed, is practically non-existent in the Hattiesburg market today and truly represents an opportunity in Midtown.









Promote Additional Housing Opportunities

Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



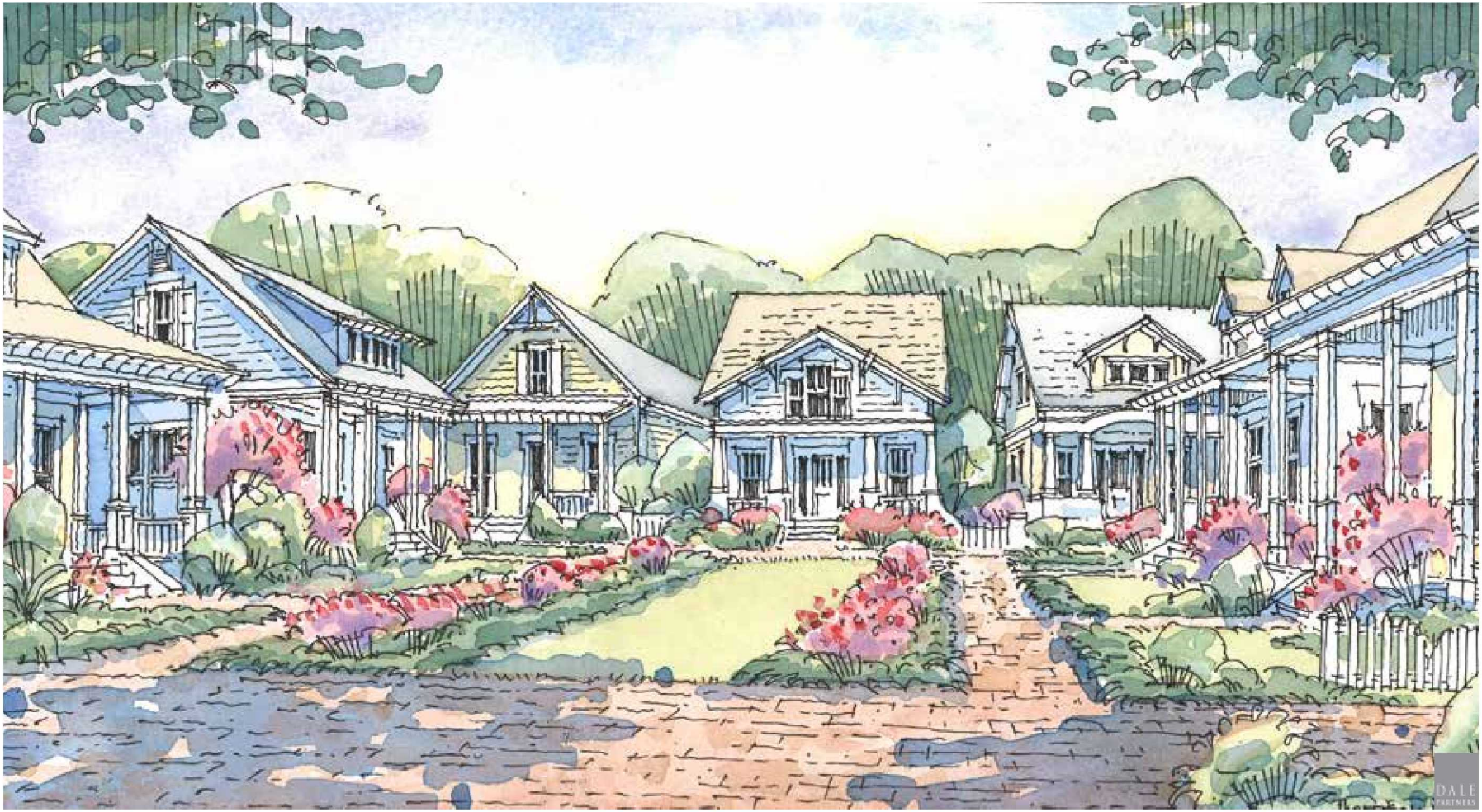
Cottage Courts - Single Family Alternative



An innovative alternative to the typical 3,000-square foot home on a 12,000 square foot lot is the "cottage court" home. As the images illustrate, these are traditional, detached dwellings ranging in size from 1,200 - 1,800-square foot, located on separate but smaller lots (averaging 4,000 square feet) sharing a common "court yard." These homes share many of the attributes that former owners of traditional homes enjoy, but without the large yards or extra bedrooms that are never used.







Promote Additional Housing Opportunities

Cottage Court Housing

In an urban setting such as Midtown, there are limited opportunities to provide detached, single family residential. Fortunately, the Midtown Plan sets aside the western most edge abutting 31st Avenue, for the "cottage court" building type. These smaller footprint homes, on more modest lots, arranged around a common courtyard, provide an easy transition for nearby residents desiring to divest themselves of the large homes where they raised their children, But without leaving the neighborhood where they have lived for decades.

The cottage court represents a growing opportunity for Midtown, but one that requires a strong "lifestyle proposition" (a vibrant, mixed-use atmosphere) be developed. Interestingly, it is housing type that has garnered substantial interest from older residents in nearby residential neighborhoods. They would often ask, "when are they going to start building those patio homes? I'm ready to move into one!" Of course, "patio home" was their shorthand for the "cottage court."





Promote Additional Housing Opportunities

Life Care Community at 30th & Gordon's Creek

Over the coming five to ten years, Midtown will become increasingly attractive for seniors housing, including independent and assisted living. The presence of major medical facilities is already a significant factor and the ability to tap into the lifelong learning opportunities at The University of Southern Mississippi, as well as the potential to create an interactive mixed-use environment, combine to make Midtown a strong location for independent and assisted living facilities going forward. In addition, neighborhoods to the west and south of Midtown feature a fairly significant base of aging households that, in the coming decade, may be in a position to transition from home ownership to some type of structured rental environment focused on senior living.

Within approximately five to seven years, the demand for new independent and assisted living housing is expected to be sufficient to support such development in Midtown. Ideally it would be a location accessible to the center of Midtown, yet not truly in the middle of everything, and one that is proximate to the Hattiesburg Clinic and Forrest General Hospital. The Bedford Care Center located just west of Hattiesburg Clinic and bordering 31st Avenue, currently provides assisted and nursing home care, but in the future it would be in an ideal position to expand is living opportunities to independent living facilities such as illustrated here or in partnership with another provider.

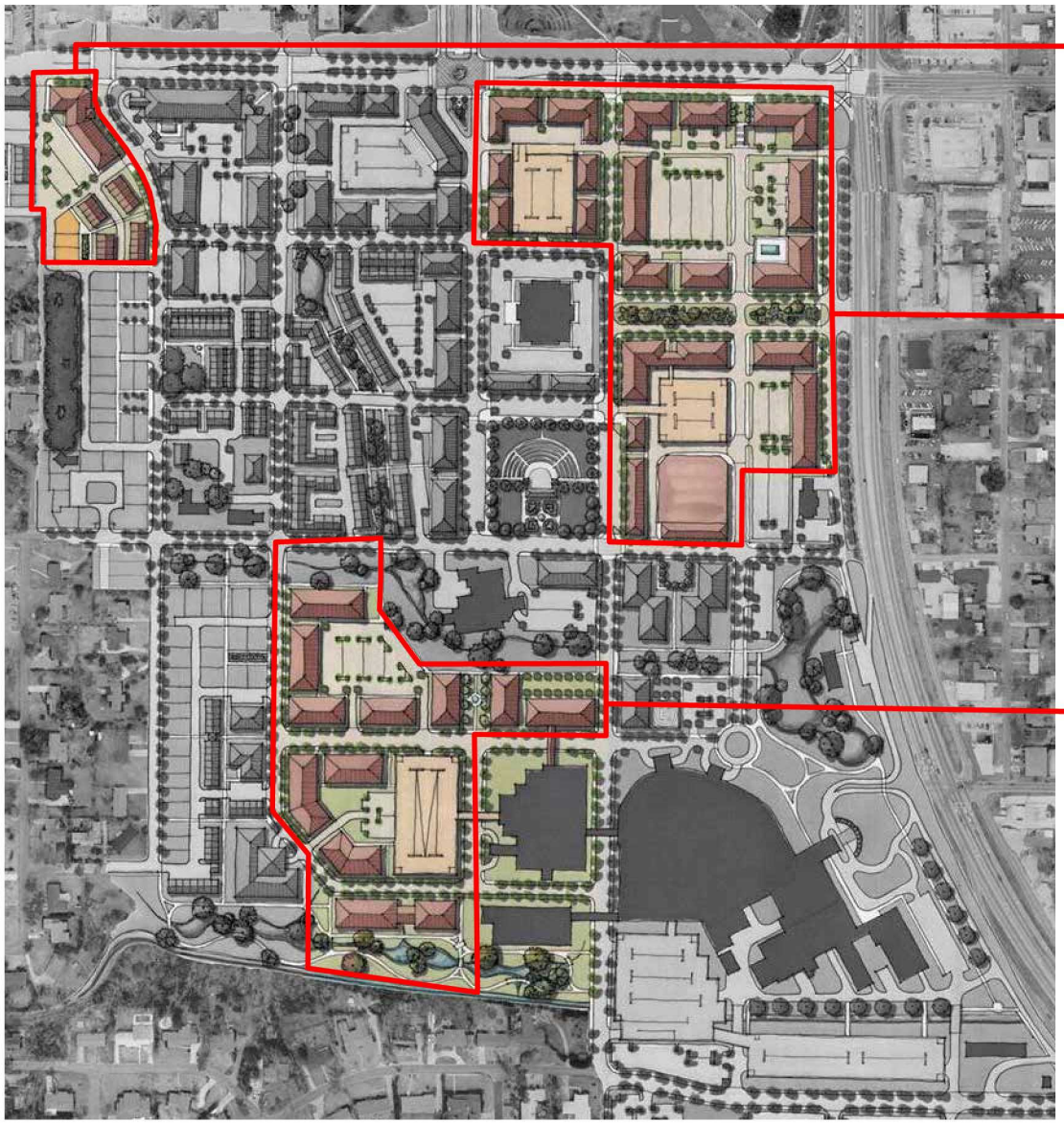






Exhibit 23 – 3. Re-Purposing Underutilized Properties

Vibrant, walkable areas are characterized by buildings pulled up to the street, enlivening the public realm. Vacant sites and large surface parking lots offer an opportunity for additional development.



Re-Purposing Underutilized Properties

Hattiesburg Clinic & USM Commuter Parking Lots









Re-Purposing Underutilized Land

Underutilized land is possibly one of Midtown's greatest hidden assets. This is particularly true with land that is being used for surface parking such as the two examples shown here - Hattiesburg Clinics' employee/doctor/visitor parking lot immediately west of the Clinic and The University of Southern Mississippi's commuter parking lot adjacent to Hardy Street and 31st Avenue.

This type of land is often easily developed due to its proximity to major activity nodes and the absence of costly structures that must be acquired then cleared. However, there is a catch - these sites serve a vital function - providing critical parking for Hattiesburg Clinic and The University of Southern Mississippi.

Re-purposing these underutilized sites by replacing the surface parking lots with structured parking (parking decks), is part of the Midtown Plan's recommendation for obtaining higher land utilization within Midtown. But structured parking is expensive. The per-space cost for structured parking can range from $12,000 to $15,000 per space, as compared to the per-space cost for surface parking which can run less than $1500 per space.

As land values increase or surface parking lot capacities are reached (as with Hattiesburg Clinic in the not too distant future), or higher density, mixed use development is proposed that can financially shoulder much of the cost of structured parking, Midtown will see surface lots replaced with structured parking sometime in its future.

Connecting Midtown

Great places offer visitors and residents a wealth of choices of how they move about. Midtown's logo or catch phrase is ***Midtown in Motion***. Corridors such as Hardy Street and US 49 do a great job at moving traffic, but not nearly as good a job at moving people. Instead, these auto-oriented corridors create barriers for Midtown residents, workers, and visitors.

The Midtown Plan is designed to create a more livable, walkable area, and by doing so to reap the benefits of "feet on the street" with increased activity and economic vitality within and adjacent to Midtown. To accomplish this goal requires a rebalancing of Midtown's street network to provide accessibility and comfort for moving people not just cars. This gives people who live and/or work in or nearby to Midtown, a choice of travel modes to access the campus, downtown, Longleaf Trace, and other areas of the City.

Building on the City's commitment to Complete Streets, an initiative that creates "living" streets designed to enable safe, attractive, and comfortable access to all users, including pedestrians, bicyclists, motorists and transit, for all age groups and abilities, Midtown's planned improvements create a range of mode choices.

Connecting Midtown is about Placemaking. It sounds so simple, but how is it defined? Specifically, do people feel that they have arrived in Midtown? Can they park once and be engaged in the commercial, historic and recreational opportunities in Midtown? Do they feel welcomed into a space unique to Hattiesburg? And can they make a decision whether to drive, walk, bike, or take a bus to move from point to point within Midtown? Consistent and meaningful connections support housing, employment, retail, dining, and entertainment opportunities in Midtown.

It is necessary to develop an intuitive, attractive set of Complete Streets that connect Midtown with The University of Southern Mississippi and other Hattiesburg assets and promote the area as vibrant mixed-use, and pedestrian-friendly PLACE to be.

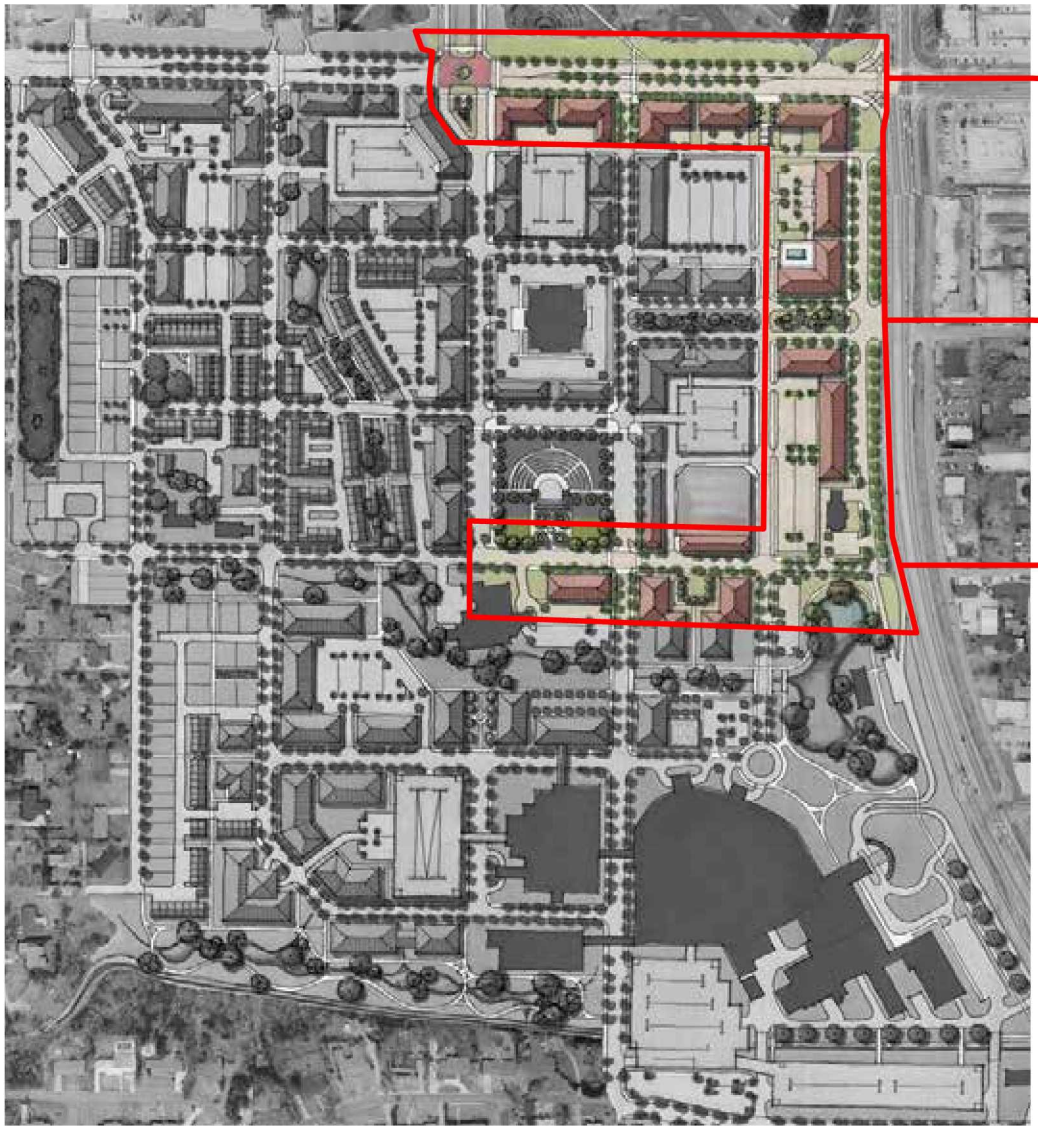
Studies have shown that walkable places are the most desirable, and therefore, the most valuable places in a community; by using the principles of Complete Streets and rebalancing the mobility network more toward walkability and away from its current auto-centric focus, Midtown can become a connected, vibrant place where people move about with a choice of motorized or non-motorized transportation options.





Exhibit 24 – 4. Make Streets More Bike & Pedestrian-Friendly

Streets must be designed and operated to enable safe, attractive, and comfortable access and travel for all users, including pedestrians, bicyclists, motorists and public transport users of all ages and abilities.



Reconfigure Hardy Street

US 49 Multi-way Boulevard

Realignment of Arlington Loop



Make Streets More Bike & Pedestrian-Friendly

Reconfigure Hardy Street

Before

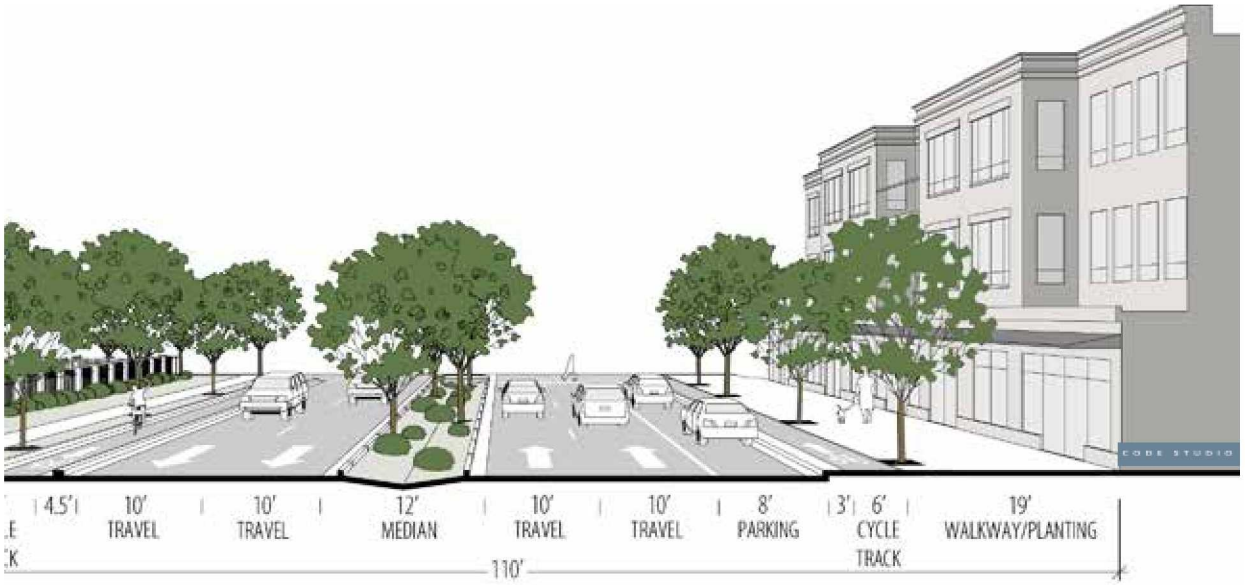






After

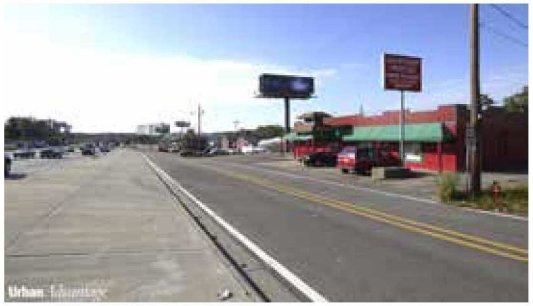


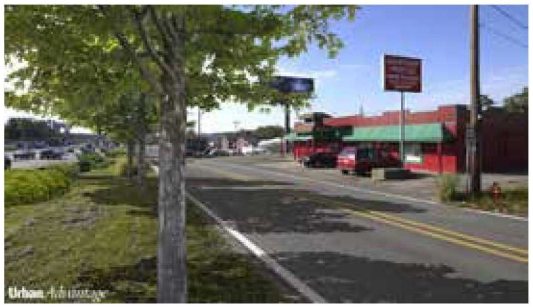


Make Streets More Bike & Pedestrian-Friendly

US 49 Multi-Way Boulevard

Before







After





Make Streets More Bike & Pedestrian-Friendly

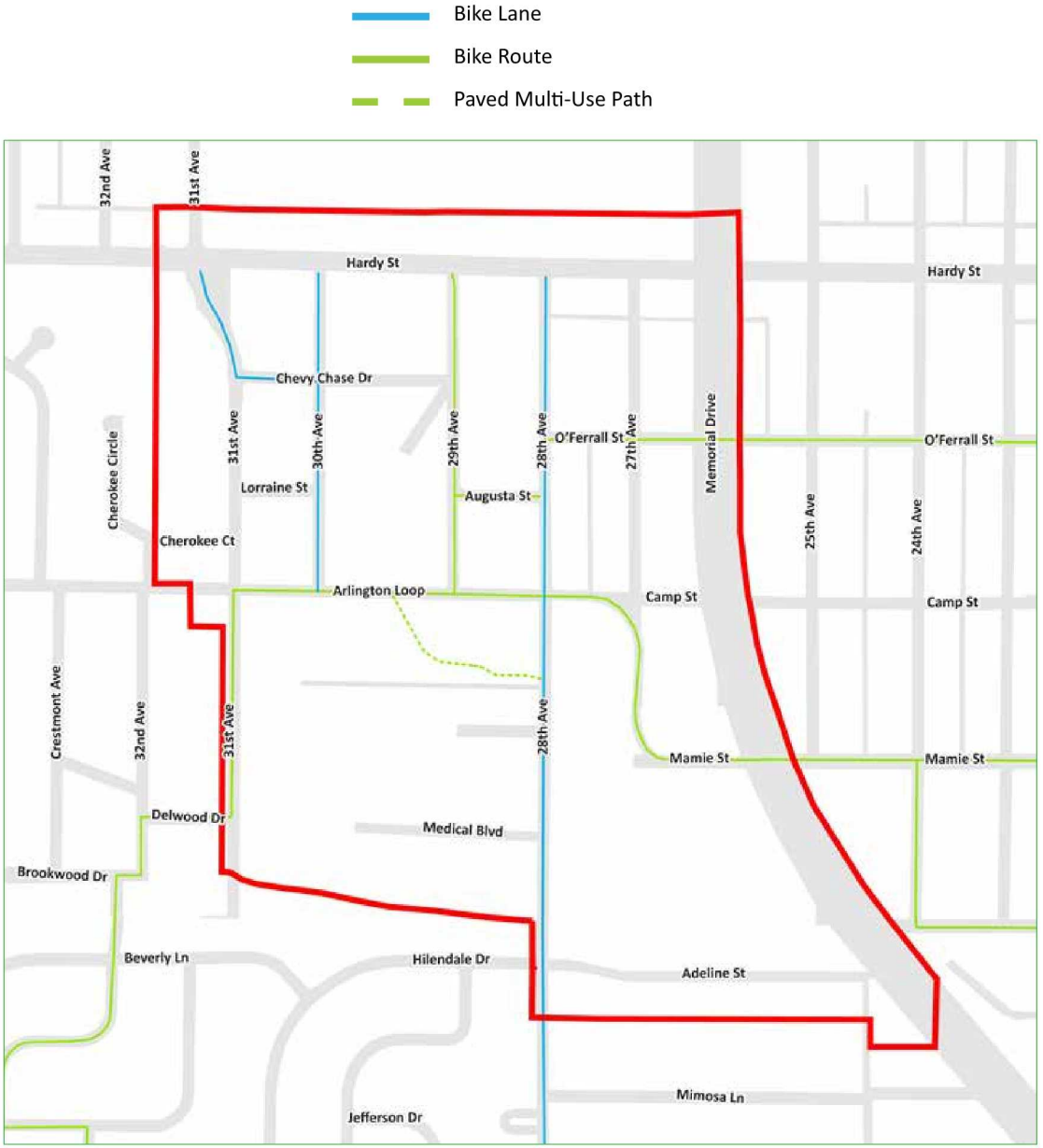
Cycling in Midtown

From a cyclist's point of view, the nearest dedicated pathway available to non-motorized vehicles and pedestrians is Longleaf Trace, located within an abandoned railroad right-of-way on the northern edge of USM's campus. It currently terminates at US 49, but there are plans to extend it to downtown. The lack of connectivity between the Longleaf Trace and Midtown is a major mobility barrier for cyclists who work at the Hospital or Clinic and would like to bike to work via Longleaf Trace.

Travelways within and outside of Midtown have no bike lanes, sharrows (pavement markings indicating the road is to be shared with cyclists), and only limited signage denoting designated bike routes. For the most part, cyclists are "on their own," but fortunately, Hattiesburg is proactive in implementing initiatives to substantially improve the available cycling "infrastructure" through the Complete Streets Ordinance.

Illustrated here are the current and planned cycling facilities in and abutting Midtown. As streets are reconstructed to accommodate Midtown's emerging mixed use urban environment, each reconstructed street includes, in addition to sidewalks, significant cycling-oriented improvements such as "cycling tracks" (see Reconfigure Hardy Street illustration), sharrows (see US 49 Multi-Way Illustration), or shared cyclist/pedestrian pathways (see street cross sections on following page).

Exhibit 25 – Midtown Bike Routes



Bike & Pedestrian-Friendly Streets

Cycling in Midtown

These sketches illustrate how Midtown's proposed street cross sections accommodate multiple modes of travel in context with the urban streetscape. The auto still occupies much of the right-of-way, but it is now shared with cyclists and pedestrians to a much greater extent than before.







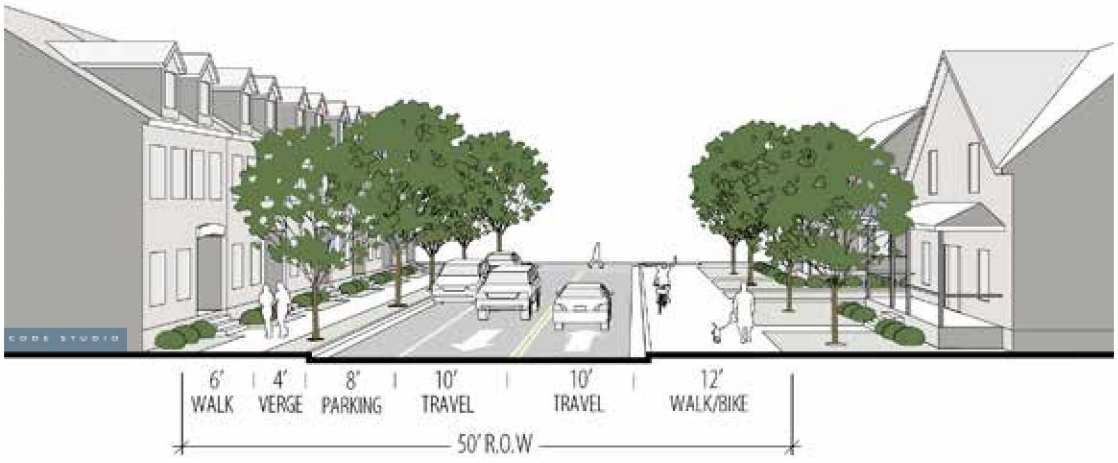
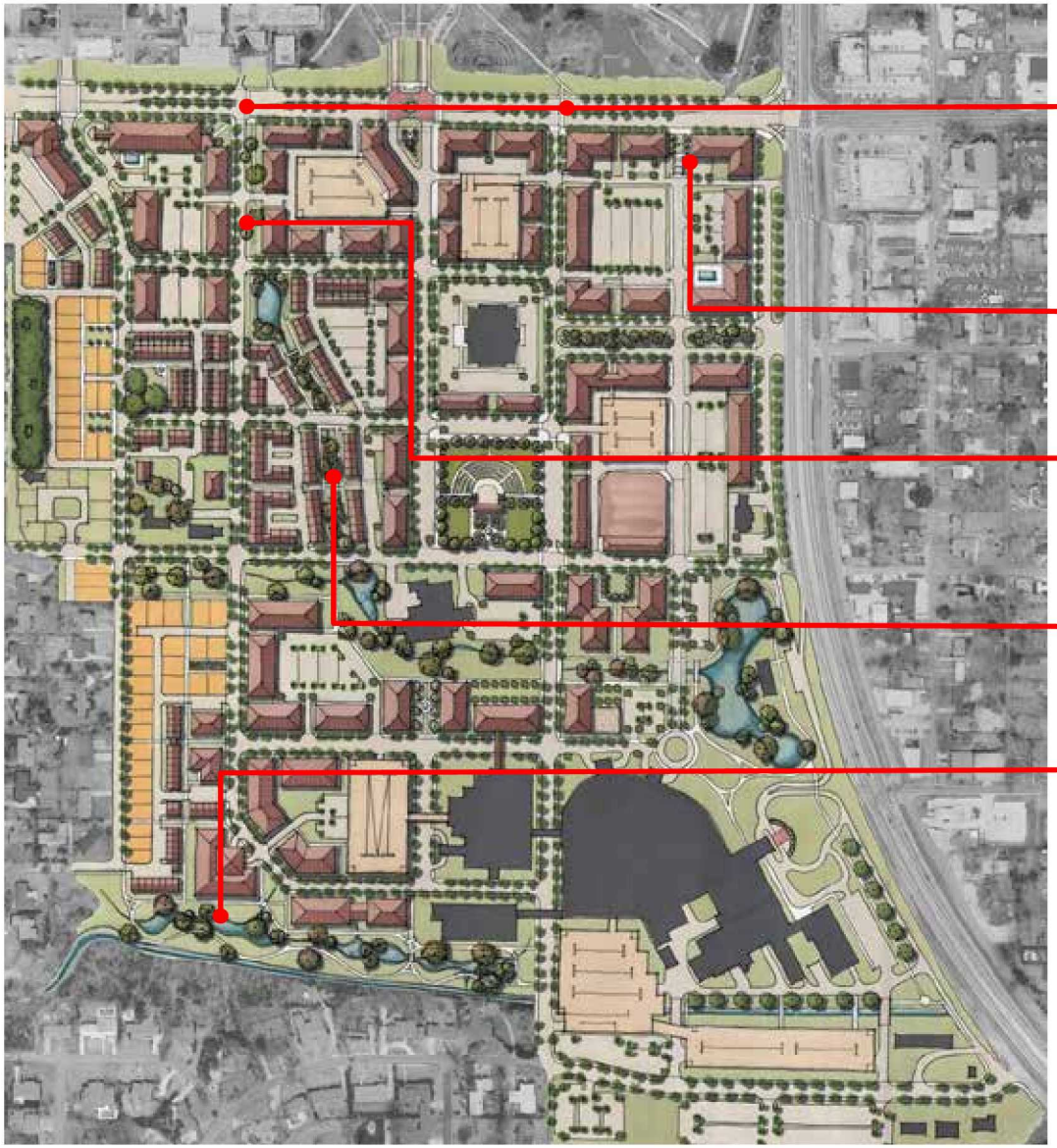


Exhibit 26 – 5. Enhance Bike & Pedestrian Connections

Improving connections is key to ensuring that pedestrians and cyclists can safely move in and around Midtown.



Enhance Bike & Pedestrian Connections

Pedestrian Crossings on Hardy St. (Hawk Signal)



Pedestrian-Oriented Recommendations

Listed below are some specific pedestrian-oriented recommendations in the Midtown Pan to create a seamless network of pedestrian enhancements:

- Create a multi-use trail along "Little Gordy" Creek concurrent with daylighting the creek. Recreating this natural amenity, Midtown benefits from a linear park/open space, and adds a mobility choice by providing an off-street non-motorized connector between the medical and university campuses;
- Enhance existing pedestrian crossing walks by use of high-visibility crosswalk markings and countdown timers that greatly increase the comfort of pedestrians and cyclists;
- Install on-demand HAWK signals, similar to the 4th Street one on campus, on Hardy Street at 28th and 30th Avenues (unsignalized crossings) to provide enhanced connections between the campus and Midtown; and
- As parcels are redeveloped, require pedestrian pathways to be an integral part of the overall development plan.

Enhance Bike & Pedestrian Connections

Pedestrianize 27th Intersection with Hardy



Enhance Bike & Pedestrian Connections

Recreating Arlington Loop for Cyclists & Pedestrians

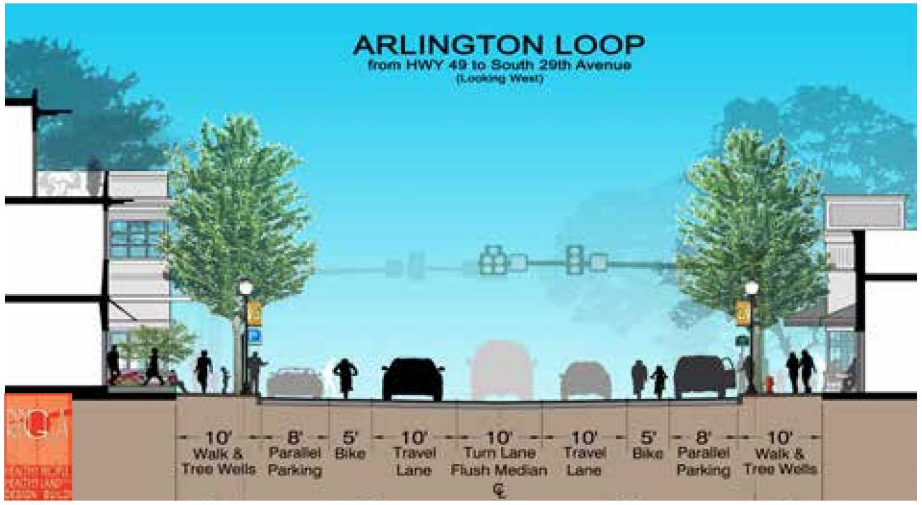
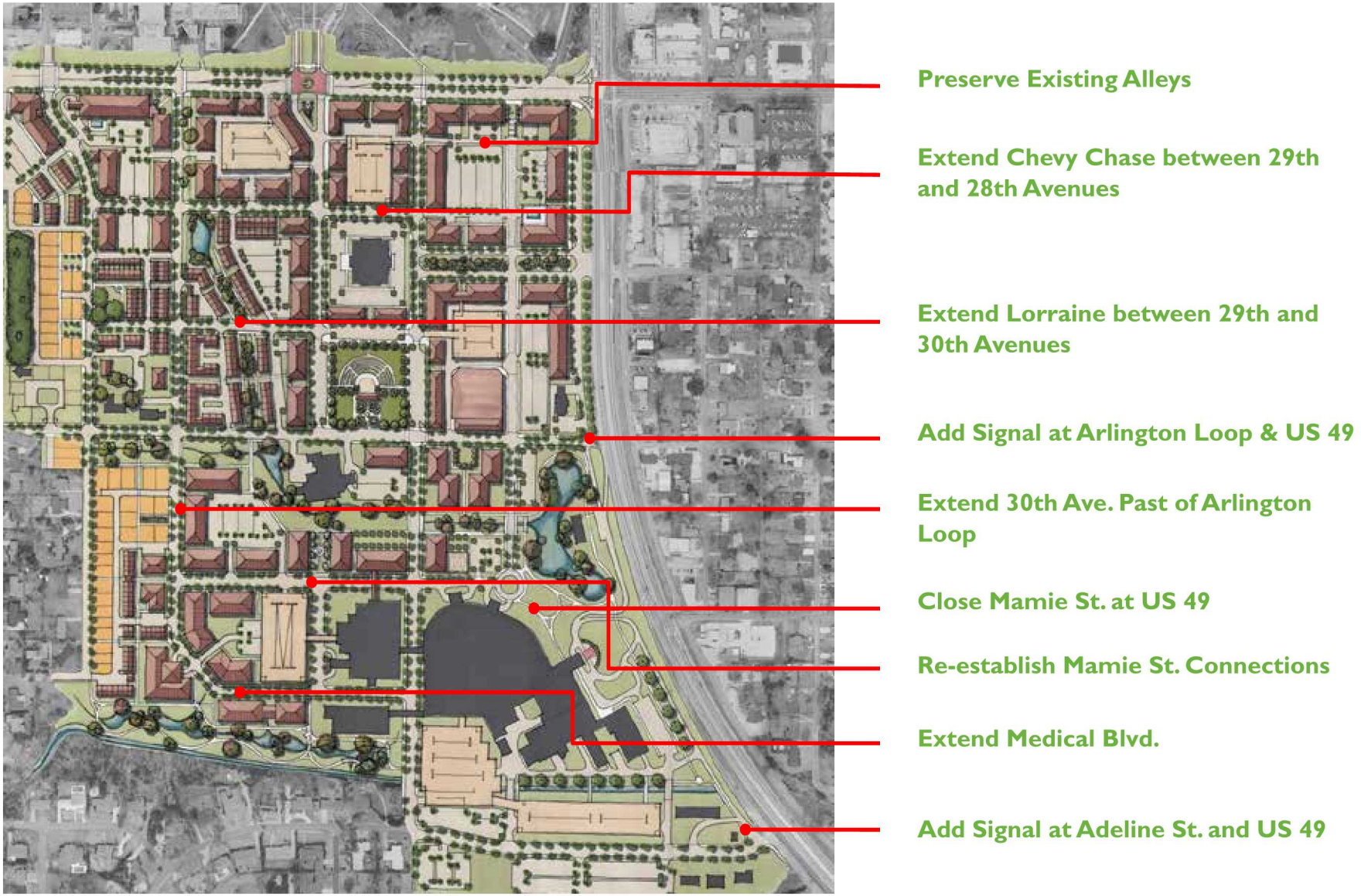


Exhibit 27 – 6. Improve Vehicular Circulation

Street connectivity is a measure of how well the roadway network connects to places. Good street connectivity means providing a variety of ways to get from point to point.



Improve Vehicular Circulation

Transit in Midtown

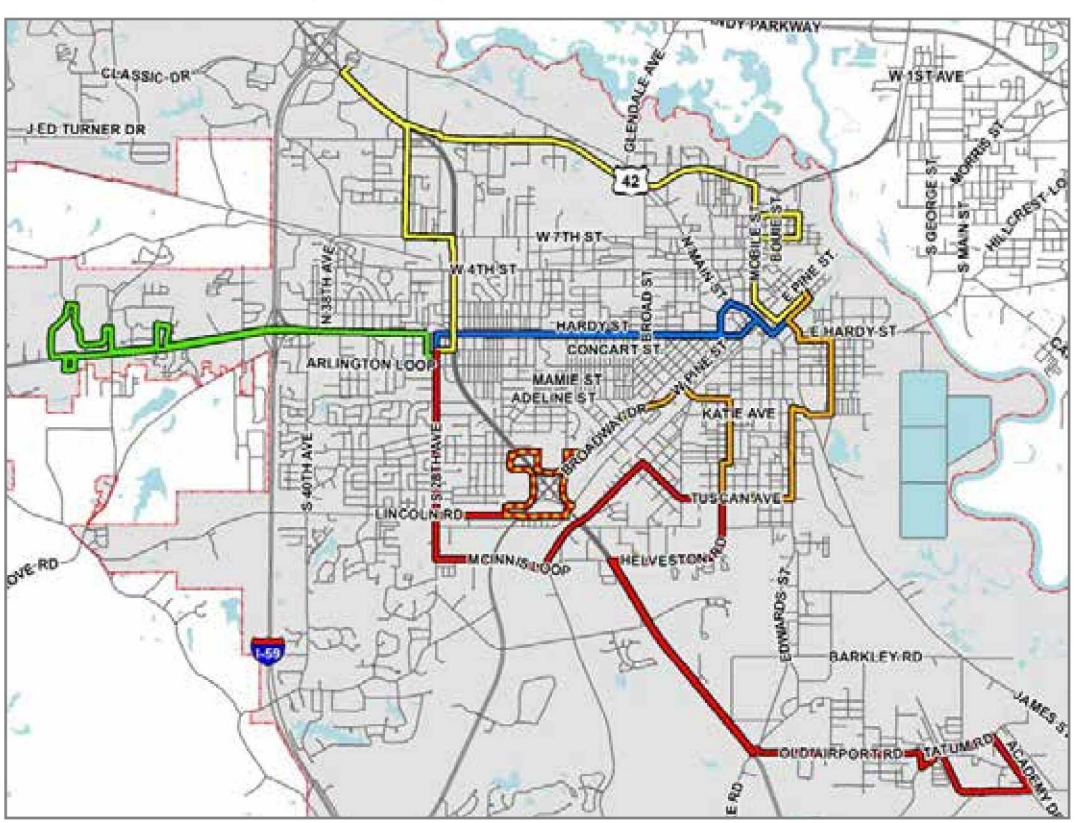
A key principle of Hattiesburg's Complete Streets Ordinance is eliminating gaps between modes of travel (transit, walking, biking, and auto) while making transit a more viable mobility choice.

In response to the recently completed HUB City Transit Route Improvements Study, by September 2014, four of Hub City Transit's five fixed bus routes will serve Midtown. The following describes how these anticipated routes arrive and depart from a shared transfer facility in Midtown, giving riders direct access to the majority of the City from a centralized location:

- The Green Line runs eastward from Turtle Creek Mall along Hardy Street until turning into Midtown at 29th Avenue South where it arrives at a bus transfer facility.
- The Blue Line runs westward from downtown Hattiesburg's Intermodal Facility along Hardy Street until turning onto US 49 South and then into Midtown at O'Ferral Street, where it arrives at a bus transfer facility.
- The Red Line, serves the Palmer's Crossing neighborhood in southern Hattiesburg, travels north until connecting to 28th Avenue South to serve Hattiesburg Clinic and Forrest General Hospital, and arrives at the transfer facility.
- The Yellow Line runs northward from downtown Hattiesburg's Intermodal Facility through the Mobile-Bouie neighborhood, and then traveling westard along Highway 42, servicing the Convention Center, then southward to the Highlands neighborhood, then south along US 49 South, and turning into Midtown at O'Ferral Street, where it arrives at the bus transfer facility.
- Though the Orange Line does not serve Midtown directly, its riders are able to access Midtown by transferring to the Blue Line at the Intermodal Facility or to the Red Line either at William Carey University or Cloverleaf Center.

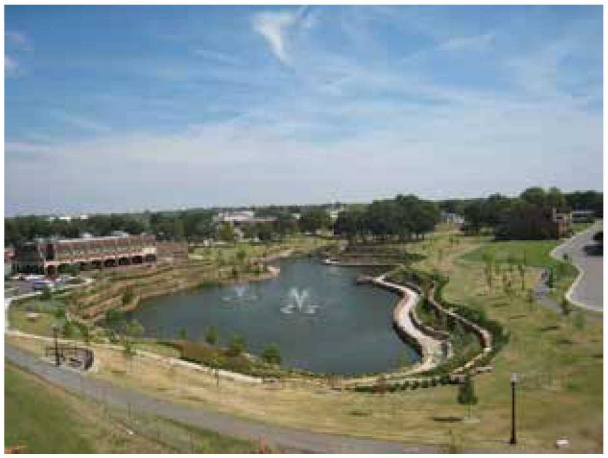
Upon implementation, the Green and Blue Lines will have 30-minute headways and all others routes one-hour headways. The Midtown transfer facility will includes synchronized arrivals and departures.

Exhibit 28 – Proposed Transit Service









Greening Midtown

Greening Midtown is about embracing a set of performance measures with supporting guidelines related to sustainable site and building design for new public and private development. It is about harnessing the natural environment to work in partnership with development. Green development practices make for increased productivity of employees within these buildings. They increase the overall "value added" dimension of construction by providing a long term commitment to healthier living. It is a strong compliment to making Midtown more pedestrian/cyclist friendly.

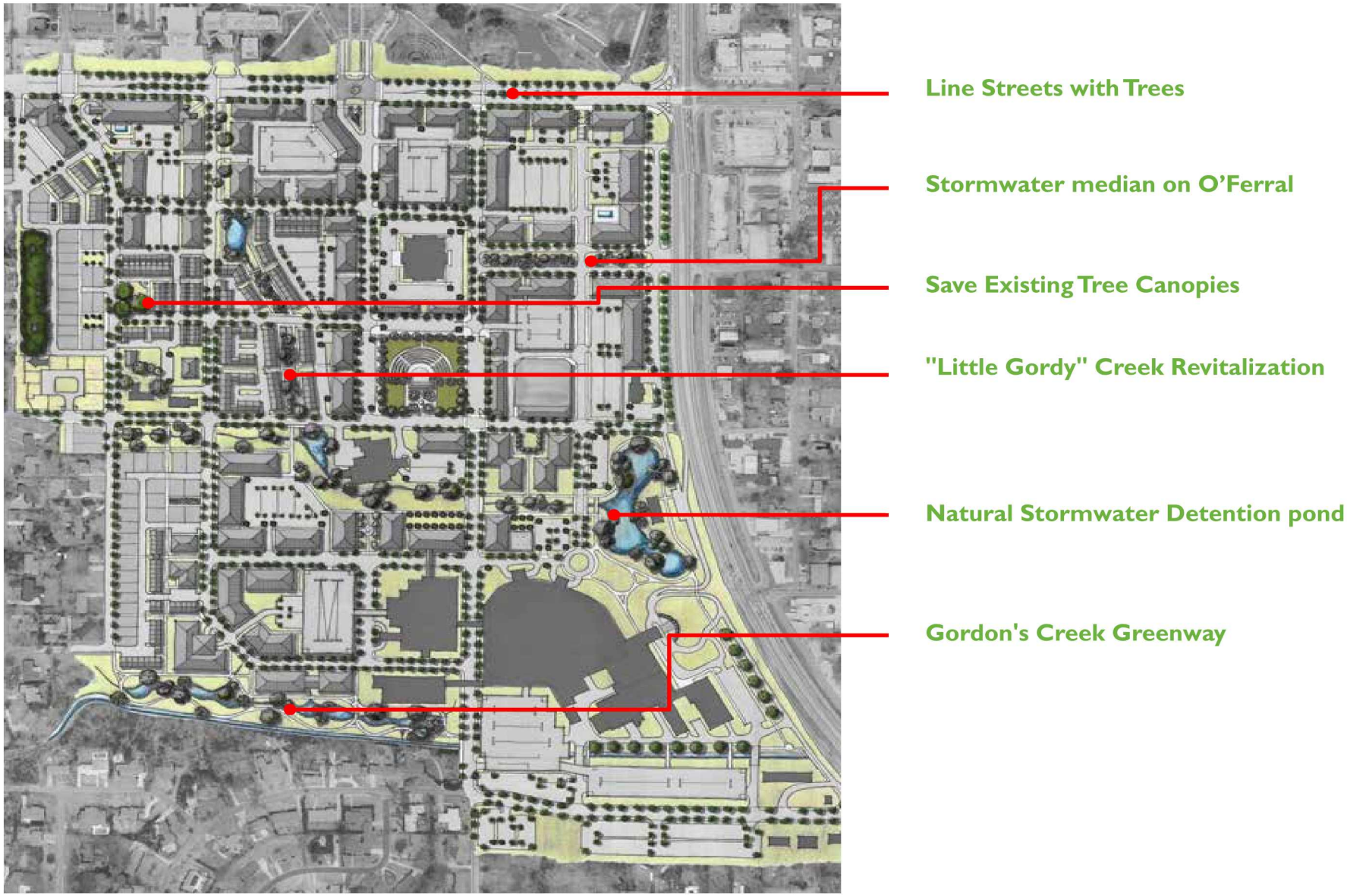
Costs of "going green" can be initially higher than conventional development practices, but the long term savings in operating and maintenance costs to building owners make up the difference in the initial outlays to build green. In addition, green buildings have higher resale values because they are not built for simply the short term depreciation schedule.

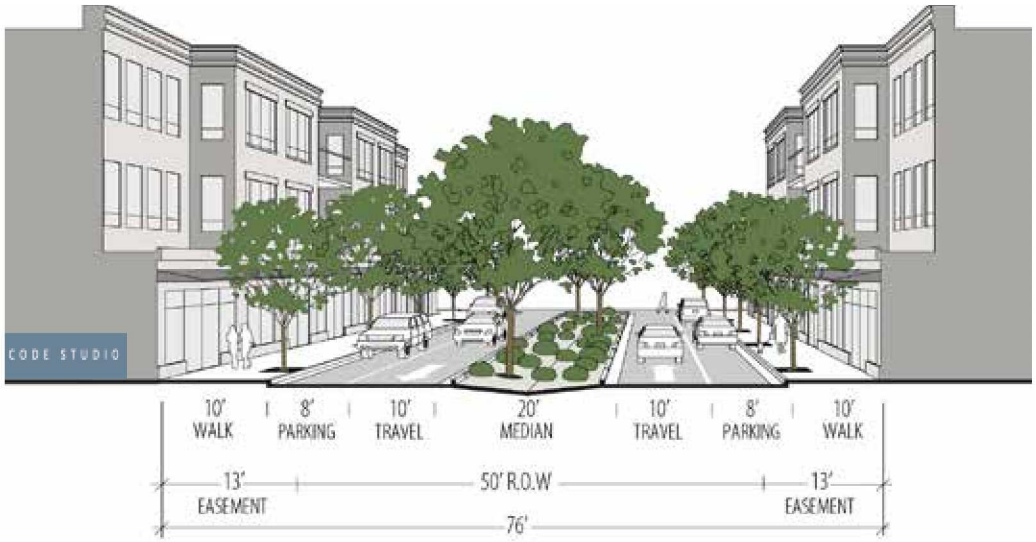
Midtown, should follow The University of Southern Mississippi's lead in its commitment to LEED (Leadership in Energy and Environmental Design). This is a program that provides third-party verification of green buildings and includes not only commercial buildings, but homes and entire neighborhoods. The University of Southern Mississippi's commitment to LEED is part of its culture of "Healthy Minds, Bodies, and Campuses." Century Park, the newest residence complex, is a U.S. Green Building Council Silver LEED-certified building.



Exhibit 29 – 7. Enhance Stormwater Management

Stormwater should serve as an amenity within Midtown, providing ecosystem functions including filtering and slowing flows.







Enhance Stormwater Management

Stormwater Median on O'Ferral

Stormwater runoff from streets and parking lots often contains pollutants such as hydrocarbons, sediments, metals, nutrients and bacteria. An effective stormwater management program can reduce these pollutants as well as reduce the overall flooding potential due to heavy rains.

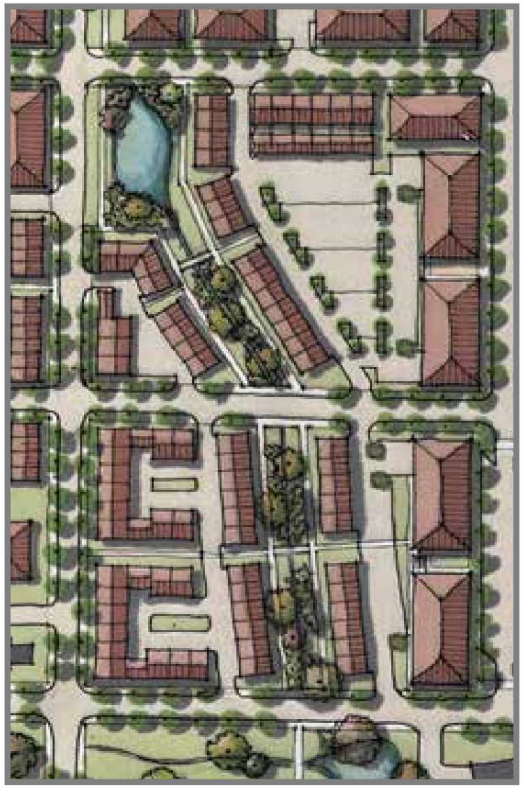
Effective stormwater management can be as simple as having rain water run into planted medians and landscaped islands, (see images) instead of running down streets, into storm inlets, and into drainage channels, such as Gordon's Creek.

Allowing stormwater to slowly percolate through the subsurfaces of appropriately designed medians and islands, filters the water through a gravel layer, which doubles as a storage and an infiltration area, and allows water to soak back into the soil, just as it did before the development was built.



Enhance Stormwater Management

"Little Gordy" Creek Revitalization





Water as a Midtown Asset

Midtown's two major water assets are Gordon's Creek, running eastwardly along Midtown's southern boundary, and "Little Gordy" Creek, the Plan's nickname for the drainage way between 29th and 30th Avenues, that bisects Midtown and runs from north to south, and eventually drains into Gordon's Creek.

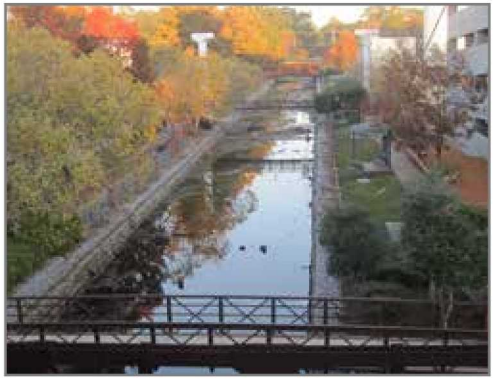
Substantial channelization of Gordon's Creek has been undertaken over the years, and more recently, Forrest General Hospital has made significant investments in creating a pedestrian pathway along the creek east of 28th Avenue. The Plan envisions creating a natural greenway along Gordon's Creek west of 28th within the flood prone area. This would connect Midtown to proposed cycling and pedestrian paths east and west of the improvements.

The revitalization of "Little Gordy" Creek would transform this "drainage ditch" into a multipurpose trail abutting higher density residential and connecting Midtown to USM.

Enhance Stormwater Management

Gordon's Creek Greenway









Enhance Stormwater Management

"Little Gordy" Creek Revitalization

Given the urban context proposed by the Midtown Plan, there are few opportunities to create an "urban oasis" within the heart of this highly developed, revitalized urban community - but the proposal for transforming a former drainage ditch that the Plan nicknames "Little Gordy" Creek into a major development asset is one of those few opportunities.

Currently the drainage way crosses Chevy Chase Drive and meanders southward between older apartments and sparsely developed residential lots, until it crosses Arlington Loop behind the Cancer Center. It then drains into a large underground culvert beneath the parking lot of Forrest General Hospital.

When redevelopment takes place between Chevy Chase Drive and Arlington Loop, "Little Gordy" Creek will be transformed into a multipurpose greenway, abutting townhomes and apartments serving as not only a mobility connection for Midtown but as a major asset for the residents living alongside the greenway. As Forrest General undertakes additional building development in what is now surface parking, it is hoped that the underground culverts will be transformed into a daylighted waterway and the greenway north of Arlington Loop will be extended southward toward US 49 to connect to Gordon's Creek.

8. Create and Maintain an Urban Forest

Streets and parking lots provide an opportunity to plant an urban forest that provides relief from the heat island generated by large expanses of pavement.

- Use native species trees along public streets and within private properties.
- Provide trees with sufficient soil volume to support crown growth diameter.
- Use structural or engineered soil or other healthy growing media in planting islands in parking lots for the long-term vitality of trees.
- Design parking lot shade tree planting to reduce large space uncovered by shade trees.
- Provide tree protection barriers during construction and where trees are vulnerable to damage.
- Attempt to retain all trees of significant diameters as a part of building site design.
- Provide shared tree planting trenches to forming a copse of trees.
- Whenever below-grade conduit work is performed in vicinity of trees, use directional boring at a minimum depth of 24 inches instead of trenching procedures by tree roots.



Create and Maintain and Urban Forest

Line Existing and New Streets with Trees





9. Promote the Use of Green Building Techniques

Midtown has the opportunity to lead the way toward lower energy consumption through green building techniques.

Incorporating "green" building techniques is essential in creating a more sustainable Midtown. The following are just some ways that new development within Midtown can be more "green:"

- Choose "cool" roofing materials - those having high solar reflectance index (SRI) properties.
- Use paving materials that have a high SRI - for example, black asphalt has a SRI of 0 while new white Portland cement concrete has an SRI of 86.
- Incorporate where practical, open grid pavement consisting of a grid system with large pore spaces filled with planted growing medium or light color aggregate.
- Design buildings in a manner that increase shading of window area.
- Use operable windows (those that open) as a key building amenity for fresh air choices.
- Incorporate substantial window glazing for high thermal performance.
- Make solar a key part of the building's energy program.
- Design window placement in a manner to reduce solar heat gain.
- Install water high efficiency fixtures and appliances to achieve significant reduction in potable water consumption.
- Install shielded exterior light fixtures to prevent glare and/or light trespass onto neighboring properties.
- Retain stormwater on-site to the same level of pre-development conditions.
- Use water efficient plant materials for at least half of the landscaped areas.
- Incorporate salvaged, refurbished or reused materials in building construction.
- Ensure a certain percentage of project's construction materials comprise recycled content.
- Recycle at least 75% of non-hazardous construction and demolition debris.



















Examples of Everyday Green

These images illustrate how existing space of facilities can be transformed to be more "green."

- Solar panels are erected over parking areas to generate electricity while providing shade to vehicles during hot summer months.
- Parking lot and sidewalk runoff is captured in a bioswale serving as a form of irrigation and stormwater management.
- A vacant, unused lot is transformed into a community garden.
- Electrical charging stations are provided within parking lots for electrical vehicles.
- The ordinary trash can is transformed into a trash compactor using solar power - thus extending the time a trash can must be emptied.
- An unused alleyway is converted to an urban garden - notice these are raised beds given the location of the garden.







Promoting Midtown

As Midtown implements key elements of the Concept Plan, the Greater Hattiesburg region will be significantly impacted by creation of a highly successful mixed use community that inventively achieves sustainable redevelopment.

In promoting Midtown to potential investors, retailers, and employers, Midtown's strategic location among the region's major economic drivers—Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi—will be a key promotional element.

As Midtown works to attract future residents and visitors it will use the strength of Midtown's "lifestyle propositions" — an environment that is more walkable, dynamic, interactive, and contains a mix of uses in close proximity to one another— to "sell" Midtown's unique locational qualities.

Midtown's promotional foundation is its walkable, workable, livable mixed use environment that connects people to living, shopping, dining, entertaining, educational, medical, cultural, and recreational venues. Midtown's embracement of higher densities, wider housing choices, expanded mobility, increased design standards, and greater connections to educational, medical, cultural, recreation, entertainment, shopping, and dining venues, positions Midtown to be highly attractive to developer investments.



10. Create a Formal Organization to Implement the Midtown Plan

The success of Midtown lies in organizing people and funding in a focused way.

Organizationally, the Midtown Steering Committee, the committee that has successfully shepherded the Midtown planning initiatives in some form or the other since 2006, has been an organizational success.

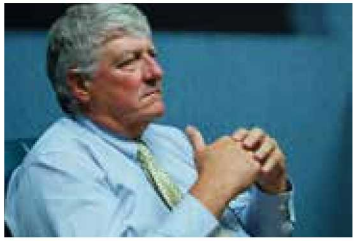
It is an informal organization, without bylaws, or a board of directors, or a stable source of funding or permanent staff. Decisions are made by general consensus of the group. Funding of projects, such as the Midtown Plan, has been via grants matched by the City and County, and the generous contributions of other members of the Midtown Steering Committee (names are listed on the inside cover of the Plan). Fortunately, the caliber of membership and the commitment to the future of Midtown have resulted in a very effective committee during these formative years.

It is time to transition from a "steering committee" to a more formal organization as is often seen formed for downtown Main Street programs. The organizational elements of a "Midtown Hattiesburg Association" are:

- Organizational papers and bylaws operating as a non-profit incorporated civic organization consistent with Section 501(c)(6) of the Internal Revenue Code;
- A Board of Directors selected from current members of the Steering Committee;
- An Advisory Board comprised of individuals and business groups expressing an interest in the future of Midtown;
- An initial operating budget based on anticipated funding sources;
- Annual dues based on membership support levels;
- Start-up funding or in-kind donations (staff time, office space, etc.) from the City of Hattiesburg, Forrest County and other partners;
- A program for monthly or quarterly association meetings; and,
- At some point in the future when adequate funding is available hiring of a Program Manager to handle the day-to-day aspects of implementing the Midtown Plan.









11. Support Existing Businesses and Institutions

Midtown's greatest asset for future growth is existing businesses and institutions in the area.













The Midtown Plan focuses much of its content on future development possibilities. However, it is paramount not to lose sight of the importance existing businesses and institutions play in the future success of Midtown.

Forrest General Hospital, Hattiesburg Clinic and other medical related facilities and services currently within Midtown or the Greater Hattiesburg region are critical players in new building programs and employee recruitment, and potential partners with other public and private investment groups to jointly undertake development projects within Midtown.

The University of Southern Mississippi, and to some extent, William Carey University, are strongly connected to the future of Midtown. They are major magnets for attracting students to Hattiesburg and possibly to Midtown as future residents or employees, as well as potential shoppers and diners.

It is also important not to forget the backbone of Midtown - the small businesses and professional offices that are scattered throughout the area. It will be important to work closely with these existing businesses to find ways they can remain in Midtown at either their current locations or integrated into the fabric of new development projects.













12. Market, Brand Midtown as a Destination to Live, Work & Play

As Midtown evolves, marketing and branding are vitally important.

Marketing and branding Midtown is critical to its future success. Through the Midtown planning process much has been accomplished to "put Midtown on the mental map" of many residents and businesses in the Greater Hattiesburg region, as well as that of in-state and out-of-state investors.

But there is much more to be done to truly create a "Midtown Brand and Marketing Program." Working within the Midtown Hattiesburg Association, and with The ADP and other key groups, a significant marketing and branding initiative must be undertaken to achieve the full development potential of Midtown.

It would include such elements as the following:

- Branding Midtown to build a clear identity and build new perceptions of a revitalized Midtown that draws consumers and investors to live, work, shop, play and invest in Midtown;
- Marketing materials to familiarize audiences with businesses that are located in Midtown and potential opportunities for new businesses to move to Midtown;
- A marketing campaign that recognizes the unique characteristics of Midtown through advertising, retail promotional activity, special events, and other campaigns to improve consumer and investor confidence in Midtown;
- Promotional activities that serve to build the image of Midtown as location for investment;
- As Midtown develops, an annual promotional campaign should be produced that establishes a calendar of upcoming events (updated monthly) sponsored by local retailers, eateries, service businesses, or the Hospital, Clinic, or The University of Southern Mississippi, or to announce special events coming to the amphitheater; and,
- Utilization of the www.MidtownInMotion.org website as a vehicle to provide continued updates Midtown "happenings."

All of the above elements are vitally important in "announcing" Midtown to the local community as well as the national market place, but the most important aspect of the Midtown marketing and branding program is to facilitate real progress toward implementing the Midtown Plan.



Chapter 4: Plan Implementation



Midtown Concept Plan

Revisiting Midtown Plan's Guiding Themes

The Midtown Hattiesburg Master Plan is guided by the goal to create a walkable, workable, livable, mixed-use community in concert with the adjacent residential neighborhoods. This embodies higher development densities, wider housing choices, expanded mobility, increased design standards, and greater connections to educational, medical, cultural, recreation, entertaining, shopping, and dining venues.

The guiding themes of the Midtown Master Plan are:

- **Diversified** – Diversifying the economy going beyond the medical oriented professional offices and services and expanding into the retail-oriented and residential needs of the estimated 25,000 person customer/employee base;
- **Sustainable** – Creating a sustainable district that incorporates development standards that are truly green by nature and form - livable densities; live-work-play land uses; multi-modal transportation options; vertical parking replacing horizontal parking lots; capture of rain water for irrigation; use of pervious paving material; and recycling as a primary not secondary waste disposal activity;
- **Livable** – Providing housing for a range of incomes and occupancy types, particularly workforce housing that accommodates affordable units;
- **Multi-Modal** – Incorporating all modes of transportation to enhance mobility, including transit, walking, jogging, biking, and single occupancy vehicles; and repurposing Hardy Street and U.S. Highway 49 from single-purpose arterials to multi-modal and aesthetic community assets;
- **Connected** – Embedding people-friendly linkages to The University of Southern Mississippi, adjacent residential neighborhoods of University Heights and Arcadia-Sunset, and to Longleaf Trace and Downtown;
- **Predictable** – Providing a predictable investment environment for economic growth within Midtown that is based on a long range development plan.
- **Neighborhood Friendly** – Protecting adjacent residential neighborhoods of University Heights and Acadia-Sunset from incompatible intrusions while ensuring they are partners in creating the Plan; and,
- **Environmentally Sensitive** – Preserving and recapturing the natural environment as part of the built environment in such a way that existing drainageways become an amenity rather than only a means to transport stormwater.









Midtown Form-Based Zoning Code

A key element of the Midtown Plan is the adoption of the Midtown Form-Based Code. This form of zoning, "form-based," uses the physical form (arrangement of buildings and streets) rather than land use (separation by type of land uses) as the organizing principle for managing the built environment. Form-based codes offer a powerful alternative to conventional zoning.

How Do "Form-Based" Codes Work?

Form-based codes address the relationship between building facades and the public realm (what is traditionally publicly controlled spaces such as streets, sidewalks, parks and open spaces). Form-based codes regulate the form and mass of buildings in relation to one another, and the scale and type of streets and blocks. Most often, the regulations and standards in form-based codes are presented in both words and clearly drawn diagrams and other visuals.

This is in stark contrast to conventional zoning codes that focus on the segregation of land uses, and the control of development intensity through standards such as dwelling units per acre, floor area ratios, or parking limits. Simply, form-based codes provide a mechanism to translate planning and design concepts into regulatory language to create the physical "place" envisioned by a community. They produce a predictable end result, fit within the existing legal and regulatory framework, and are easily administered by local staff.

As with many form-based codes, the intent of the Midtown Form-Based Code is the following:

- Encourage better building design;
- Foster a variety of uses;
- Promote additional housing opportunities;
- Make streets more bike and pedestrian-friendly;
- Enhance bike and pedestrian connections;
- Improve vehicular circulation;
- Enhance stormwater management;
- Create and maintain an urban forest;
- Promote the use of green building techniques;
- Support existing businesses and institutions; and
- Ensure adequate transitions from Midtown to adjacent residential neighborhoods.

Midtown Form-Based Districts

The following describes the variety of form-based districts that are planned for Midtown.

Mixed Use Districts (MX-)

The Mixed Use Districts (MX-) accommodates a mix of compatible commercial, employment and higher-density residential in a pedestrian-friendly and walkable environment. The MX- Districts vary based on maximum allowed building heights as shown below:

- MX-3 has a maximum building height of 3 stories;
- MX-4 has a maximum building height of 4 stories; and,
- MX-5 has a maximum building height of 5 stories.

Exhibit 30 – Mixed Use District



Employment Districts (EM-)

The Employment Districts (EM-) accommodates a mix of compatible office, medical and medium density residential in a pedestrian-friendly environment with maximum allowed building heights as shown below:

- EM-2 has a maximum building height of 2 stories;
- EM-3 has a maximum building height of 3 stories;
- EM-4 has maximum building height of 4 stories;
- EM-6 has a maximum building height of 6 stories;
- EM-9 has a maximum building height of 9 stories.

Residential Attached District (RA-3)

The Residential Attached District (RD-3) accommodates a mix of medium-density detached and attached residential in a walkable environment.

- RA-3 has a maximum building height of 3 stories.

Residential Detached District (RD-2)

The Residential Detached District (RD-2) accommodates a mix of lower-density detached residential in a pedestrian-friendly environment.

- RD-2 has a maximum building height of 2 stories.

Open Space District (OS)

The Open Space District (OS) accommodates plazas and parks.

Hardy Street Overlay (-HS)

The Hardy Street Overlay District (-HS) enhances Hardy Street as the key pedestrian corridor.

- Where the -HS Overlay District applies, the underlying Midtown Form-Based District requirements are modified by the Hardy Street Overlay District standards.

Exhibit 31 – Residential Attached District



Midtown Building Types

The Midtown Form-Based Code establishes "Building Types" permitted within the respective Midtown form-based districts. Summarized below are the permitted building types.

Mixed Use Building

A multi-story building type that accommodates ground floor retail uses with upper-story residential or commercial uses, but is not intended for ground floor residential uses.

Shopfront Building

A single-story building type that accommodates ground floor retail uses, but is not intended for residential uses.

General Building

A building type that accommodates commercial uses, but is not intended for retail or residential uses.

Civic Building

A building type that accommodates specifically identified civic uses, but is not intended for retail, commercial or residential uses.

Apartment Building

A building type that accommodates 12 or more attached dwelling units vertically and horizontally integrated, but is not intended for non-residential uses.

Apartment Court

A building type that accommodates 12 or more attached dwelling units vertically and horizontally integrated, organized around a courtyard that fronts a primary street, but is not intended for non-residential uses.

Garden Apartment

A building type that accommodates 3 to 12 attached dwelling units vertically and horizontally integrated, and is not intended for non-residential use.

Stacked Flat

A multi-story building type that accommodates side-by-side attached units where units can be used for both nonresidential and residential use. Ground floor units can be separated from upper-story units or units can be internally connected.

Townhouse

A building type that accommodates 3 or more dwelling units where each unit is separated vertically by a common side wall. Units cannot be vertically mixed, and is not intended for non-residential use.

Cottage Court

A development building type with 5 to 9 detached houses and organized around a common courtyard that fronts a primary street, and is not intended for non-residential use.

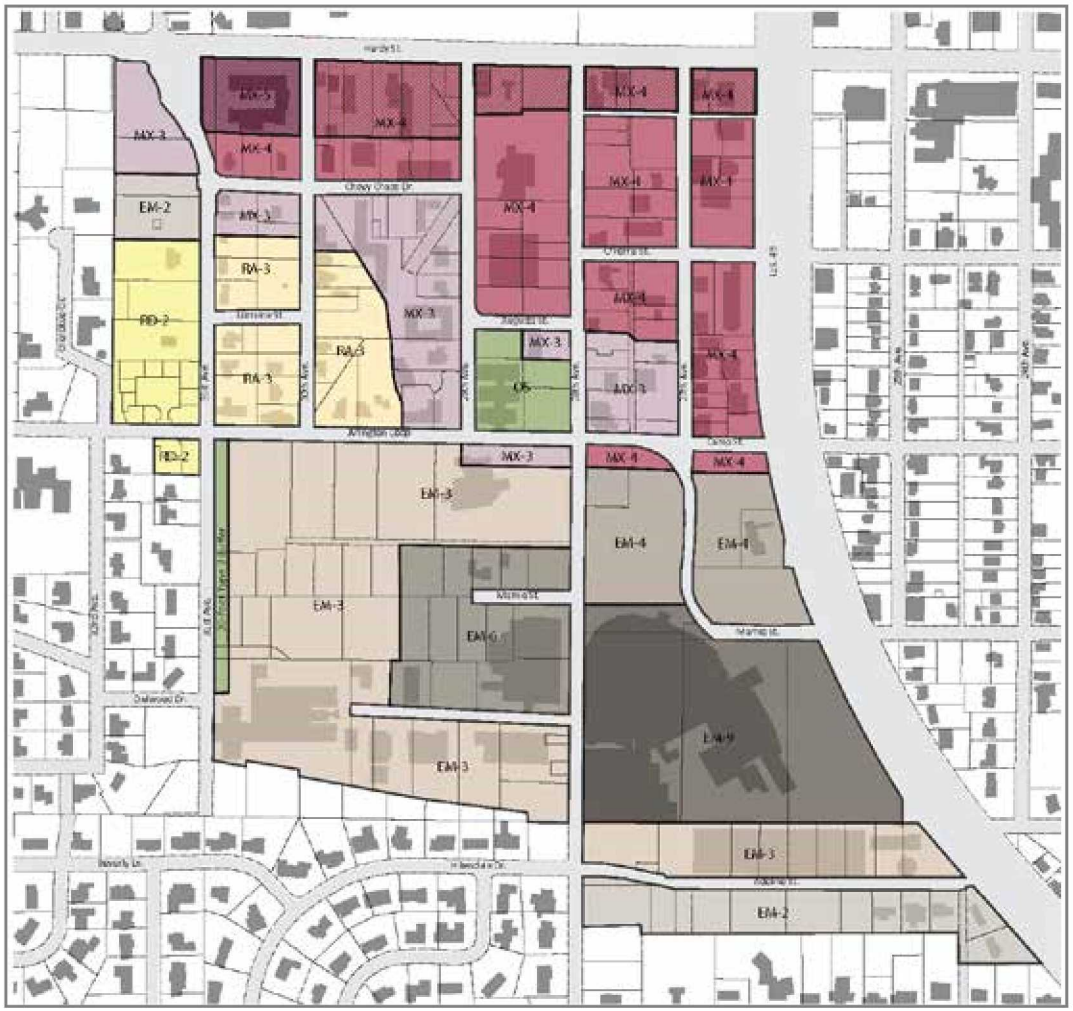
Detached House

A building type that accommodates one dwelling unit on an individual lot with yards on all sides along with a rear accessory dwelling unit at grade or above a garage (carriage house), and is not intended for non-residential use.

Midtown Form-Based Zoning Map

The Midtown Form-Based Zoning Map (see Exhibit 32) delineates the boundaries of the respective form-based zoning districts. These districts, coupled with the above mentioned "building types" and other regulatory controls, will recreate Midtown.

Exhibit 32 - Midtown Form-Based Zoning Map



KEY

Mixed Use
- MX-3: Mixed Use 3-Story
- MX-4: Mixed Use 4-Story
- MX-5: Mixed Use 5-Story

Employment
- EM-2: Employment 2-Story
- EM-3: Employment 3-Story
- EM-4: Employment 4-Story
- EM-6: Employment 6-Story
- EM-9: Employment 9-Story

Residential
- RD-2: Detached 2-Story
- RA-3: Attached 3-Story

Open Space
- OS: Open Space

Overlay
- -HS: Hardy Street Overlay

Organizing/Financing Improvements in Midtown

Midtown Hattiesburg Association

As discussed under "Promoting Midtown," the time is now to transition the highly successful Midtown Steering Committee into a more formal management organization to guide the future development of Midtown. Efforts should go forward to create the "Midtown Hattiesburg Association" (MHA) and to obtain formal recognition by the City of Hattiesburg and Forrest County as the official organization having primary responsibility for spearheading future development in Midtown.

For maximum leverage, the MHA should be a freestanding, not-for-profit organization of volunteers who are committed to supporting a comprehensive economic and physical development strategy for Midtown. The new organization should be broad-based, and include merchants, property owners, residents in or near to Midtown, and public officials to:

- Establish a collective voice for guiding the future of Midtown;
- Serve as a point of contact for potential investors and developers interested in Midtown; and,
- Develop a consistent promotional campaign to market Midtown.

Organizationally, the MHA needs to take the following steps to secure Midtown's future prosperity:

- Create a management entity;
- Establish organizational goals and objectives;
- Elect a decision-making body;
- Establish operating bylaws;
- Secure full or part-time staff support;
- Set up a funding mechanism; and,
- Develop a 5-year work plan.

Area Development Partnership

The Area Development Partnership (ADP) has an extensive and successful track record of supporting economic development initiatives throughout the region and is valued member of the Midtown Steering Committee. The organization is also a tremendous resource for connecting with potential Midtown investors and developers.

It is envisioned that the ADP will continue to promote Midtown to potential investors, both locally and nationally. In addition, the ADP is a possible staffing resource for the Midtown Hattiesburg Association or whatever organization may be formed for Midtown. Of course such staffing would require funding support for the ADP for such services. However, there is a potential "downside" to outsourcing staff responsibilities to a regional organization; issues may arise as to locational priorities when there are competing locations for prospective retail, office and residential developers.

Tax Increment Financing District

Plans are currently underway to establish a Tax Increment Finance (TIF) District covering all property within Midtown. A TIF District for Midtown would allow any increases in city and county ad valorem tax revenues (but not school tax revenues) generated by new development to be pledged toward bonds for funding public improvements within Midtown.

Mississippi's TIF District legislation allows a city to pledge a portion of the sales tax revenue increases generated by new development within a TIF District, but this is not presently proposed for Midtown.

Since the City's and County's respective shares of future increases in ad valorem tax revenues within the Midtown TIF District are being pledged, the TIF District requires the approval of both the City of Hattiesburg and Forrest County. A benefit to establishing a TIF District is that it ensures future tax revenue increases generated by development in Midtown go to support public improvements within Midtown. Also, a TIF District does not create an added citywide tax burden on existing development to fund Midtown improvements.

Prior to establishing a TIF District, a Tax Increment Financing Plan must be put into place in order for the City to issue tax increment financing bonds. The Plan must contain:

- A statement of redevelopment objectives and need for redevelopment;
- Cost estimates of needed public improvements and projected sources of revenue;

- Listings of real property to be included in the TIF District;
- Estimates of the TIF District's base year taxable values;
- Estimates of the TIF District's anticipated growth of taxable values due to new development;
- Estimates of tax revenues to be captured on an annual basis and over the life of the TIF District;
- Time period the TIF District would be in place (terminated after a set time period, after bonds are paid off, or measurable objectives achieved);
- Impact of the TIF District on jurisdictional revenues; and
- A statement mandating that a separate fund be established for TIF District tax revenues.

Once the TIF District is established, the City may issue tax increment bonds to finance all or a portion of the cost of infrastructure improvements as well as funding public parking structures. If a Midtown TIF District were established, it should be operated by whatever organization is put in place to promote and manage Midtown.

Projected Ad Valorem Tax Revenues

In 2012, the fair market value of land and improvements within Midtown totaled approximately $48,735,000 with an assessed value of $7,263,000. This yielded County and City annual ad valorem tax revenues of approximately $755,000 (excluding $478,000 in school dedicated ad valorem tax revenues).

Rough projections for full build out of Midtown over the next 20 years anticipates fair market values increasing to well over $400,000,000 or eight times the current values. This increase in taxable values would yield an annual increase in ad valorem tax revenues (excluding school ad valorem tax revenues) of approximately $4,600,000 over and above the current tax revenues. These figures do not include any allowances for increases in building and land values or construction costs - they are simply projected values if Midtown were fully built out based on today's values.

Caution - these are rudimentary projections based on a substantial number of assumptions that may or may not change with time and additional study. A much more detailed analysis of projected ad valorem tax revenues is needed by financial analysts prior to issuance of tax increment bonds.

Projected Cost of Infrastructure Improvements

The Midtown TIF District is being created to fund infrastructure improvements within Midtown. Currently, the City of Hattiesburg's Engineering Department estimates that the total cost of infrastructure improvements within Midtown is approximately $27,575,000 plus engineering design fees. Major street, pedestrian and landscaping improvements throughout Midtown account $25,450,000 of the estimated construction costs. Undertaking detention and water and sewer improvements, adds another $1,225,000, while creating the Midtown Green/Amphitheater is estimated to cost approximately $900,000.

Business Improvement District

Another implementation tool Midtown may consider is a Business Improvement District (BID). A BID can be established when a petition signed by at least 20 percent of the property owners of noncontiguous, non-residentially zoned land within a proposed BID area is submitted to the Hattiesburg City Clerk requesting a vote be held of those property owners within the proposed BID. For a BID to be established, 60 percent of property owners must vote in favor of the BID and the amount of tax levy on each parcel within the BID. Once established the BID must be reauthorized via a vote every 10 years.

A BIDs is permitted to use its tax revenues for:

- Acquisition, construction or maintenance of parking facilities;
- Decoration of any public spaces;
- Promotion of public events within the BID;
- Furnishing of music in any public place within the BID;
- General promotion of retail trade activities in the area; and,
- Construction and maintenance of air-conditioning facilities.

Downtown Jackson Partners is a very successful BID that has operated over a decade and has been responsible for a number of improvements within downtown Jackson, Mississippi.

LEED for Neighborhood Development

One of the objectives of the Midtown Plan is to have Midtown become a LEED for Neighborhood Development (LEED-ND) certified neighborhood. LEED-ND is part of the US Green Building Council's Leadership in Energy and Environmental Design (LEED) green communities program.

Basic Tenets of LEED-ND

LEED-ND integrates the principles of smart growth, new urbanism, and green construction into a comprehensive set of criteria for creating sustainable neighborhoods. The foundation of LEED-ND is a community much like the future Midtown, that:

- Limits the need for automobiles thus reduces greenhouse gas emissions;
- Encourages mixed-use development and pedestrian-friendly streets;
- Promotes walking, bicycling and transit;
- Seeks opportunities for integrating green building techniques into traditional building design and construction materials;
- Preserves or increases open spaces and increase in natural vegetation;
- Encourages reusing, reducing or recycling of waste materials; and,
- Designs infrastructure improvements in a manner that lessens negative impacts on water, air and other natural resources.

Stages of LEED-ND Certification

The LEED-ND Rating System is a set of performance standards for certifying the planning and development of green and sustainable neighborhoods. To provide developers of LEED-ND certifiable neighborhoods with conditional approval at an early stage, LEED-ND certification is divided into a three-stage process.

Stage 1. LEED-ND Plan Conditional Approval

This stage is optional for projects that do not have 100 percent of their land use entitlements (land use and zoning approvals for specific types and quantities of residential and nonresidential development). Since Midtown has the land use and zoning approvals in place, Stage 1 is not applicable.

Stage 2. Pre-Certified LEED-ND Plan

This stage is available for a project that has 100 percent of its land use entitlements in place. If pre-certification of the LEED-ND Plan is achieved, a certificate will be issued stating that the plan is Pre-Certified and it will be listed as such on the USGBC website.

Stage 3. LEED-ND Certified Neighborhood

This final step takes place when the project can submit documentation for all prerequisites and credits, and when certificates of occupancy for buildings and acceptance of infrastructure have been issued by public authorities with jurisdiction over the project. If certification is achieved, a plaque or similar award for public display at the project site will be issued and it will be listed as certified on the USGBC website.

LEED-ND Ratings

To earn LEED-ND certification, a project must satisfy all the prerequisites and qualify for a minimum number of points to attain the project ratings listed below. Having satisfied the basic prerequisites and accumulated the necessary points, a project is then rated according to its degree of compliance within the rating system.

LEED-ND certifications are awarded according to the following scale:

- Certified 40–49 points
- Silver 50–59 points
- Gold 60–79 points
- Platinum 80 points and above

Prerequisites and points related to LEED-ND's rating system include the following five topical areas with their respective maximum points:

- Smart Location and Linkage (Max. 27 Pts.)
- Neighborhood Pattern and Design (Max. 44 Pts.)
- Green Infrastructure and Buildings (Max. 29 Pts.)
- Innovation and Design Process (Max. 6 Pts.)
- Regional Priority Credit (Max. 4 Pts.)

A detailed summary of the LEED-ND prerequisites and point system is provided in the Appendices. A full description of the LEED-ND program is available at: www.usgbc.org/leed/nd









Midtown Plan Prioritization

There is substantial support for implementing the Midtown Hattiesburg Master Plan. However, due to the scope and complexity of the Plan, not all initiatives can be accomplished immediately, in fact, many will require a length of time before they are actually realized.

Therefore, the array of improvements and other initiatives must be prioritized as to things that can be accomplished immediately, and those that fall into short- to mid-range initiatives. The Plan does not include details of prioritization of long-term initiatives given the number of variables that affect any project planned over a lengthy horizon.

Coupled with this schedule of tasks, must be a coordinated effort among Forrest General Hospital, Hattiesburg Clinic, The University of Southern Mississippi, other property owners, business owners, the investment community, The ADP, the City of Hattiesburg, and Forrest County, all to work in concert with the Midtown Hattiesburg Association to successfully accomplish the priority list of projects and programs.

It is important to use "Plan Prioritization" as a guide, and to be flexible in implementing the Plan. Individual projects and their priority may be modified to take advantage of funding opportunities and private development initiatives, while others may be delayed for the lack of funding or interest.

Overarching Initiatives:

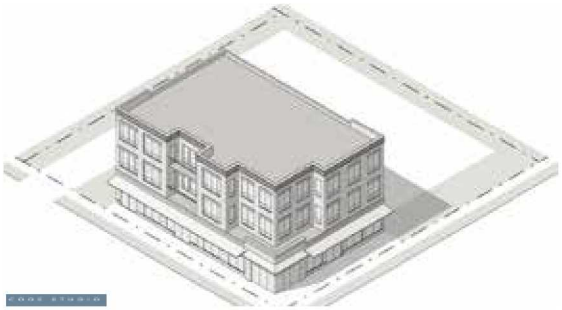
- Envision an active, accessible, vibrant, sustainable Midtown - a place to live, work, shop and play!
- Promote people-friendly streets and sidewalks edged with buildings and attractive urban design features.
- Secure funding to undertake key corridor improvements within Midtown.
- Promote a mix of compatible land uses that diversify Midtown and stimulate economic activity while discouraging incompatible land uses.
- Promote a Midtown where residents, retail, office, entertainment, dining, medical-related services and The University of Southern Mississippi comfortably coexist.
- Provide residential properties, both rental and owner, that appeal to students, employees, faculty, empty nesters, and seniors looking for independent living within a group environment.
- Promote the development of both large and small tract infill opportunities.
- Constantly seek opportunities to install urban art as a part of public and private developments.
- Pursue structured parking garages to free existing parking on key parcels.
- Constantly seek opportunities to replace overhead utilities with underground service.

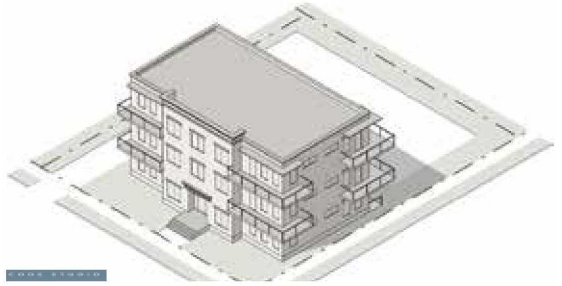
Immediate Initiatives

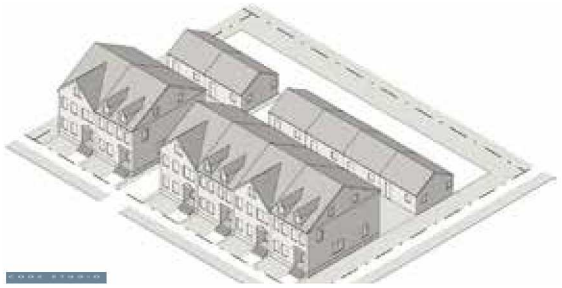
- Adopt the Midtown Hattiesburg Plan as a blue print for future development and design of Midtown.
- Adopt the Midtown Form-Based Code and appoint members to the Midtown Development Review Committee.
- Sponsor public work sessions with the design community to introduce them to the new Code.
- Establish the Midtown Hattiesburg Association.
- Adopt the Midtown Tax Increment Finance District and Plan encompassing all of Midtown.
- Apply for a National Endowment for the Arts grant for funding of the four bronze string quartet sculptures, the "Winds of Sound," for the Midtown Green / Amphitheater.
- Start construction of Forrest General Hospital's roadway and signalization improvements on US 49, Arlington Loop/Camp and Adeline Street.
- Complete preliminary design plans for Hardy Street, 28th and 31st Avenues in Midtown.
- Provide public recognition of Hattiesburg Clinic's proposed office building - a design that voluntarily meets the parameters of the proposed Midtown Form-Based Code.
- Work with The ADP to market Midtown to potential investors for development of mixed use buildings and student housing in Midtown.
- Begin investigating the possibility of having Midtown certified as a LEED-ND community.

Short- to Mid-Range Initiatives

- Undertake development of workforce housing in partnership with Midtown's major employers.
- Secure an investor for development of boutique hotel for Midtown.
- Begin construction of street, landscape, lighting, sidewalk and related improvements for Hardy Street, 28th and 31st Avenues in Midtown.
- Continue discussions with Hub City Transit and The University of Southern Mississippi for improving transit service to Midtown.
- Proceed with implementing the proposed Midtown Green / Amphitheater site.
- Design and construct the greenway along Gordon's Creek.
- Adopt the International Green Construction Code.
- Identify a developer interested in constructing a mixed use building that would be LEED certified.
- Extend 30th Avenue southward to connect to Medical Boulevard.
- Market Midtown as a location for a specialty grocery such having a building footprint of under 30,000 square feet.
- Facilitate construction of "cottage court" housing adjacent to 31st Avenue.
- Design and possibly being construction of a District-wide stormwater detention facility.
- Extend development initiatives in Midtown westward to Interstate 59.











Midtown Hattiesburg Master Plan

Design Studio

www.Midtown In Motion.Org



Chapter 5: Public Participation

MIDTOWN in motion.org

PLANNING & DESIGN CHARRETTE: NOV 5 – 10, 2011

Time	Friday, Nov 4th Day 1	Saturday, Nov 5th Day 2	Sunday, Nov 6th Day 3	Monday, Nov 7th Day 4	Tuesday, Nov 8th Day 5	Wednesday, Nov 9th Day 6	Thursday, Nov 10th Day 7	Friday, Nov 11th Day 8
7:00 am		Hands-on Visioing Workshop 8:30 am - 12:30 pm @ the Trent Lott National Center	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
8:00 am			Open Design Studio 8:00 am to 12:00 pm	Open Design Studio / Stakeholder interviews	Open Design Studio / Stakeholder interviews	Open Design Studio / Stakeholder interviews	Closed Design Studio	Studio Breakdown
9:00 am								Steering Committee 9:00 am to 10:30 am
10:00 am								Team Debrief 10:30 am to 12:00 pm
11:00 am								
12:00 pm	Team Arrives / Studio Setup		Lunch	Lunch	Lunch	Lunch	Lunch	Team Departs
1:00 pm			Open Design Studio / Major Landowners 1:00 pm to 6:00 pm	Open Design Studio / Stakeholder interviews	Open Design Studio / Stakeholder interviews	Open Design Studio / Stakeholder interviews	Closed Design Studio	
2:00 pm		Workshop Recap / Brainstorming						
3:00 pm	Steering Committee 3:00 pm to 5:00 pm							
4:00 pm							Presentation Preparation	
5:00 pm	Team Tour / Trent Lott setup				Open House Preparation			
6:00 pm			Dinner	Dinner	Open House 6:00 pm - 8:00 pm @ the Design Studio	Dinner	Closing Presentation 6:00 pm - 7:30 pm @ the Thad Cochran Center	
7:00 pm	Team Meeting (Dinner)	Dinner	Open Design Studio	Open Design Studio	Dinner	Closed Design Studio	Dinner	
8:00 pm					Open Design Studio			
9:00 pm								
10:00 pm								



The public outreach effort served as a foundation underlying everything the project set out to accomplish. A variety of promotional material was used to obtain the maximum amount of public input and participation.

Public Outreach

Creating a plan for Midtown Hattiesburg, one that serves as a unified vision for business owners, residents, property owners, institutions, students, and city and county representatives, requires the participation and support of community stakeholders throughout the full duration of the project. As such, the public outreach effort serves as a foundation underlying everything the Midtown Master Plan sets out to accomplish. Since the onset of the Plan, the collaborative team of Cooper/Code Studio has listened, talked and brainstormed with community members using a variety of methods and techniques.

Steering Committee

The first step in public outreach was to tap the expertise of the 17-member Steering Committee that was created to serve as a sounding board throughout the preparation and implementation of the Midtown Master Plan. The committee is comprised of representatives of Forrest General Hospital, Hattiesburg Clinic, The University of Southern Mississippi, the Hattiesburg City Council, Forrest County Board of Supervisors, HUB Development, BancorpSouth, Mississippi Power, the Area Development Partnership and several neighborhood residents. The committee met with the Cooper/Code Studio Team during each team visit, participated in numerous public forums, and reviewed and commented on all draft plan materials.

MindMixer Website

As part of the public outreach, the Midtown Master Plan used a "crowd-sourcing" web tool called "MindMixer." MindMixer is an Internet-based virtual town-hall that allows real time community input. Using the web URL "**MidtownInMotion.org**," the website allowed residents to login and offer their ideas for the future of Midtown based on an initial set of questions, as well as comment and "second" ideas posted by others visiting the website.

Questions included:

- What is your vision of Midtown as a mixed use community in 10 years?
- What land uses / amenities would help Midtown be a destination to "live, work, shop, play?"
- What housing types do you see in Midtown?
- What types of "green" elements should be considered for Midtown?
- How can existing streams, green spaces, and tree canopies be a part of Midtown?
- How can walking, jogging, biking and transit become more viable in Midtown's future?
- How would you increase compatibility between higher and lower density land uses?

During the first 38 days leading up to the Midtown Planning and Design Charrette, the MidtownInMotion.org website garnered the following metrics:

- 90 registered users
- 84 individual ideas submitted
- 1550 total visits
- 844 unique visitors

Ideas suggested by visitors logging onto the site included:

- Include a "town square" for informal gatherings;
- Create a unique place to visit and live;
- Add more sidewalks and visible crosswalks;
- Build a community theater/amphitheater;
- Consider environmental-friendly development;
- Help existing businesses stay in Midtown;
- Have lower densities near existing residences;
- Improve pedestrian and bicycle amenities;
- Create entertainment venues and festivals; and,
- Locate student housing away from owner-occupied housing.

www.MidtownInMotion.org

A new website for the Midtown Master Plan was created following the completion of the "MindMixer" virtual town hall outreach. Using the existing web URL, "**MidtownInMotion.org**," the Midtown website incorporates many of the images coming out of the Midtown Planning and Design Charrette.

Stakeholder Interviews

A key element of the Midtown Master Plan was the "stakeholder interviews." A few months prior to the week-long Planning and Design Charrette, the Cooper/Code Studio Team conducted a series of stakeholder interviews with community leaders, major land owners, large employers and other business owners, real estate interests, public agencies responsible for planning, engineering, transit services, elected officials, and neighborhood organizations. These interviews gave the Cooper/Code Studio Team valuable first-hand insight into the opportunities and challenges that lay ahead.







Although the Midtown Master Plan's major public outreach centered around a seven-day Planning and Design Charrette held in November, two significant Community Forums were held prior to charrette week. The community forums were geared to solicit input and ideas as well as serve as an educational venue on mixed use development and the future development opportunities for Midtown.

Midtown Kick-Off Forum

The Midtown Plan Kick-Off Forum was held on September 12, 2011, at the University Baptist Church with approximately 100 citizens in attendance. The collaborative consultant team of Cooper/Code Studio was introduced, followed by a summary of the Midtown Plan's Scope of Work and the team's approach to the project. The presentation also included "food for thought" on best practices for mixed use development, mobility, sustainability, and quality urban design. Meeting attendees asked questions, offered comments, and provided insight about the potential future for Midtown.

Midtown Ideas Forum

The Midtown Ideas Forum was held on October 17, 2011 at The Trent Lott National Center with approximately 50 citizens in attendance. Following a brief introduction to the Midtown planning process, participants broke into smaller groups to discuss the following questions:

- What types of "green" elements should be part of Midtown?
- What uses would you like to see in Midtown?
- How would you increase mobility and accessibility in Midtown?

The group breakout session ideas served to start the public conversation on the MindMixer virtual town hall website, MidtownInMotion.org.

Promotional Materials/Initiatives

Public outreach for the Midtown Plan included the use of a variety of promotional materials and initiatives to solicit the maximum amount of public input and participation, such as:

- Flyers and posters distributed at businesses, community meeting places, and to individuals;
- Individuals received meeting announcements and flyers through e-mail lists collected at public meetings and neighborhood associations;
- Public meeting announcements were posted on the MidtownInMotion.org website and on the City and County websites;
- Meeting announcements were posted on The University of Southern Mississippi's digital signs;
- Forrest General Hospital and Hattiesburg Clinic included Midtown meeting events in their web-based publications to their employees;
- The Area Development Partnership published upcoming Midtown meeting events in their monthly newsletter mailings to members; and,
- Use of billboard space provided by Forrest General Hospital for Charrette week.





The first public meeting was held on September 12, 2011 at University Baptist Church. Approximately 100 citizens attended the presentation



Planning & Design Charrette

The Midtown Planning and Design Charrette began on Friday, November 4th and concluded with a closing presentation on Thursday, November 10, 2011. The charrette included the following public events:

- **Hands-on Design Workshop**, Sat., Nov. 5, 8:30 am - 12:30 p.m., The Trent Lott National Center.
- **Open Design Studio**, Sun., Nov. 6 to Wed., Nov. 9, 9:00 a.m. - 8:00 p.m., 2902 Hardy Street.
- **Drop-in Open House**, Tues., Nov. 8, 6:00 p.m. - 8:00 p.m., 2902 Hardy Street.
- **Closing Presentation**, Thurs., Nov. 10, 6:00 p.m. - 7:30 p.m., The Thad Cochran Center.

A planning and design "charrette" is an intensive, often week-long, collaborative workshop geared to producing a definitive concept plan at the conclusion of the charrette. The charrette's success is based on the cooperative engagement of the community in partnership with a team of specialized design professionals. This collaborative partnership assesses the area's assets and challenges, crafts overall plan goals and objectives, and creates a development concept and implementation strategies.

The hands-on nature of the charrette, the opportunity to interact with differing perspectives, and the short feedback loops, allow issues to be identified and resolved early in the planning process.

Charrettes have unequaled effectiveness in identifying and focusing citizen participation. As participants see their ideas incorporated into a physical plan for an area, they recognize their concerns are being addressed and take ownership of the design.

Midtown Walking Tour

The Midtown Walking Tour on Friday, November 4th officially kicked off the Midtown Planning and Design Charrette. The team of planning and design professionals walked the study area taking photographs, noting existing conditions, current land uses, vacancies, exterior building conditions and architectural styles, topography, street conditions, traffic patterns, etc. Throughout the charrette week, team members were continually found walking Midtown to confirm existing conditions and to confirm the feasibility of planned improvements.







Team members walked the study area taking photographs, noting existing conditions.

Saturday Hands-On Design Workshop

The Midtown Master Plan's public portion of the Planning & Design Charrette began at The Trent Lott National Center with the Saturday morning Hands-On Design Workshop. Approximately 60 people gathered to roll up their sleeves and play "planners/designers" for the half day workshop.

Sid Gonsoulin, Associate Vice President for Student Affairs, The University of Southern Mississippi, and Rick Duke, Executive Director of the Trent Lott Center, welcomed workshop participants and introduced members of the Midtown Steering Committee. Connie Cooper, Midtown project lead and principal with Cooper Consulting, explained the project goals and discussed the initial findings of the market survey completed by Noell Consulting Group. Lee Einsweiler, charrette lead and principal with Code Studio, outlined the Hands-On Design Workshop process and the overall charrette process. He highlighted the community's role in the charrette and stressed the importance of continuous public involvement throughout the planning effort. Keith Covington, principal with Third Coast Design Studio, gave a "food for thought" presentation on the basic elements of excellence in urban design and traditional town planning.

Following the orientation presentations, workshop participants divided into six groups of 10 people around tables facilitated by a design professional or steering committee member. The groups worked on large Midtown maps drawing diagrams and sketches to convey the character of the area today and describe what they would like to see in the future.



The Hands-On Design Workshop kicked off the public portion of charrette week at The Trent Lott National Center with approximately 60 people rolling up their sleeves and playing "planners/designers" for the half day workshop.

To conclude the Hands-On Workshop, each group selected a spokesperson who presented their table's ideas to all workshop participants. The presentations allowed participants to see common interests emerge, laying the foundation for a set of priorities for the future of Midtown.

Some of the big ideas discussed during the session included:

- Provide sidewalks
- Lack of green space
- Add cultural infrastructure
- Daylight the creek
- New hotel at 31st Avenue & Hardy Street
- Beautify Highway 49
- Add housing options
- Need crosswalks across Hardy
- Military family housing
- Venues for local bands
- Preserve Southern Cleaners sign
- Transit connections with The University of Southern Mississippi
- Attract retirees
- Mixed uses – retail & housing
- Lower densities west and south



The Hands-On Design session gave participants an opportunity to create their Midtown of the future

Open Design Studio

The Planning and Design Studio was set up in the heart of Midtown at 2902 Hardy Street (next to Roly Poly near Java Werks) in vacant retail space donated by Ronnie and Georgia Harrington for the duration of the charrette week.

The Planning and Design Studio served as an on-site working space where consultant team members analyzed information, refined initial ideas, tested conceptual schemes, and worked throughout the week to create a cohesive vision for Midtown. Market analysis consultants worked alongside designers to test design concepts against the economic realities of the Hattiesburg real estate market. Working on-site throughout the week gave the team easy access to the study area. The team was able to observe day-to-day activity, visit local businesses, and generally experience everyday life in Midtown.

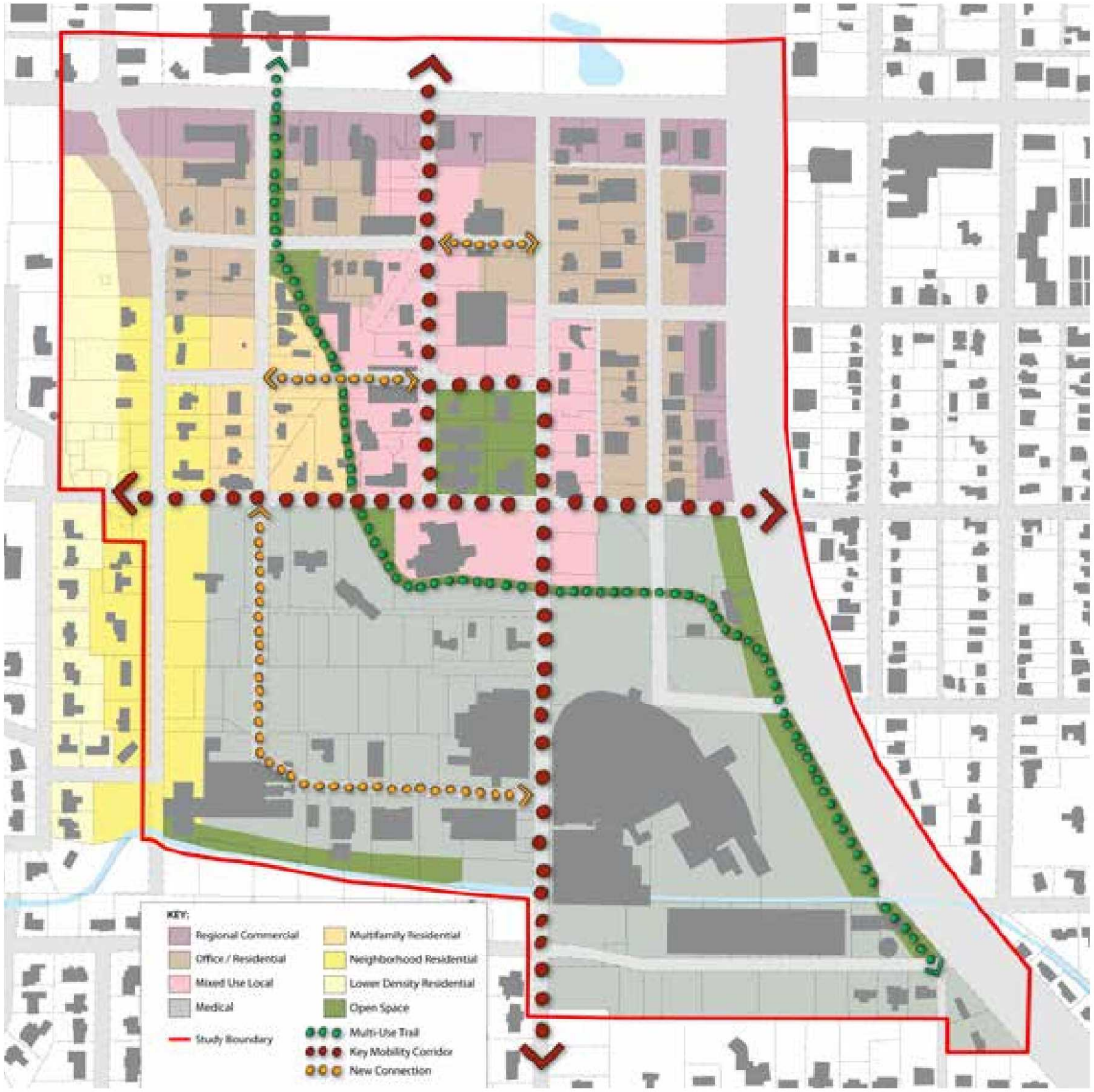
The studio was open to the public each day from 9:00 am to 8:00 p.m., offering community business people, university faculty and students, elected officials, city and county staff, medical workers, realtors, property owners, and area residents flexibility to drop by the studio to view the Master Plan's progress. Studio visitors also offered insight into specific issues confronting Midtown's potential for redevelopment as well as development ideas for the team to consider. During the course of the week, the studio was visited by more than 100 individuals.

In addition to drop-in visitors, team members met with key stakeholders and experts in scheduled



A week-long planning and design studio was set up at 2902 Hardy Street in the heart of Midtown.

Midtown Framework Map



Early into the Planning and Design Charrette, a conceptual framework map was created that established the overall parameters for the design work to follow. It included a preliminary analysis of appropriate future character areas and connections in and around Midtown.

technical meetings. Meetings included sessions with business and property owners, representatives from neighborhood groups, local architects, planners and engineers, and members of City and County staff. The knowledge gained during these meetings was incorporated into the overall planning process.

An added feature of the Planning and Design Charrette, was a series of three "lunch and learn" presentations given by team members within their specific area of expertise. On Monday, Tuesday, and Wednesday, the following presentations were given at the Planning and Design Studio:

- **Market Analysis/Institutional Survey Results** Monday, November 7, 12:00 p.m. - 1:00 p.m.
- **Introduction to Complete Streets** Tuesday, November 8, 12:00 p.m. - 1:00 p.m.
- **Introduction to Form-Based Codes** Wednesday, November 9, 12:00 p.m. - 1:00 p.m.

The presentations were open to the general public and served as a valuable educational opportunity, allowing attendees to have an informal discussion on the topic in question with the team's experts.



Tuesday Night Open House

On Tuesday evening, the general public was invited to the Planning and Design Studio for an informal "Open House." The preliminary designs and drawings were displayed around the room. The purpose of the Open House was to receive feedback on initial concepts and ideas before finalizing drawings. Since there was no formal presentation scheduled, participants could stop in at any time between 6:00 p.m. and 8:00 p.m. to tour the studio, meet with members of the team, ask questions, and offer additional ideas. Approximately 50 people came by and participated in the Open House.











Tuesday evening, the general public was invited to the Planning and Design Studio for an informal Open House to view preliminary designs and drawings that were pinned up along the studio's walls and on easels.

Thursday Night Closing Presentation

On Thursday evening, approximately 60 people convened at the Thad Cochran Center on the USM campus to view the closing presentation of the Midtown Planning and Design Charrette.

Sid Gonsoulin, USM Associate Vice President for Student Affairs, opened the event by welcoming everyone and thanking them for their support and continued input throughout charrette week. The University of Southern Mississippi President Martha Saunders spoke highly of the public process, and stressed the importance of continued involvement in the refinement of the Midtown Master Plan.

Connie Cooper, Midtown project lead and principal with Cooper Consulting, began the evening's presentation by introducing and thanking the Midtown Steering Committee members, the charrette consultant team members, and community stakeholders for their input and creative efforts. She then summarized results of the employee market survey and land use market demand completed by Noell Consulting Group, the Midtown team's economist. This was followed by Lee Einsweiler, charrette lead and principal with Code Studio, presenting a summary of charrette team's week-long work, including the overall Midtown Conceptual Master Plan and supportive illustrations completed by Code Studio, Third Coast Design, Steve Price, Mike Thompson, and Michael Gammill.

Following the presentations, participants were encouraged to offer further suggestions on draft concepts on display throughout the room.











Thursday, November 10 at 6:00 p.m., approximately 60 people convened at the Thad Cochran Center on the The University of Southern Mississippi's campus to take part in the Planning and Design Charrette week's closing presentation.

Selected photos from the Planning and Design Charrette week











Appendices

Project Team

Cooper – Code Studio Collaborative

The COOPER-CODE STUDIO COLLABORATIVE brings together highly respected firms in the fields of urban planning, form-based codes, market analysis, architecture, urban design, mobility, engineering, landscape architecture, and sustainability – each ideally suited to complete the Midtown Hattiesburg Master Plan. The firms' PRINCIPALS are engaged in the Midtown Plan as PRODUCERS – this is in stark contrast to the model larger firms practice where principals market their firms' potential and associates produce the product.

The COOPER-CODE STUDIO COLLABORATIVE includes the comprehensive master planning skills of Cooper Consulting Company; the charrette leadership and code development skills of Code Studio; the market and economic expertise of Noell Consulting Group; the urban design and architectural skills of Third Coast Design Studio; the context-sensitive street design expertise of Fuss & O'Neill; the computer visualization expertise of Urban Advantage; the illustrations and renderings expertise of Dale Partners; the local knowledge and landscape architectural expertise of Robert Michael Gammill & Associates; and the engineering and CAD support of Ion Design Group.

Team Responsibilities

Project Direction & Master Planning

- Cooper Consulting Company, a nationally recognized strategic planning, public involvement and plan implementation firm, is the prime on the contract. Connie Cooper, FAICP, former national president of the American Planning Association and member of the College of Fellows of the American Institute of Certified Planners with 35 years of planning experience, serves as Project Director for the Midtown Hattiesburg Master Plan and is responsible for creation of the Master Plan document.

Charrette Leadership & Code Revisions

- Code Studio, recognized across the US for dynamic charrette leadership and cutting-edge development codes (hybrid, unified and form-based), employs the interactive consensus building community charrette and provides charrette leadership and code revision expertise. Lee Einsweiler, a highly creative and focused principal with Code Studio, serves as Charrette Orchestrator (Leader). Colin Scarff, a principal with Code Studio, assists in the Charrette production and brings his substantial talents to the drafting of the Midtown Form-Based Code.

Market Analysis & Economics

- Noell Consulting Group, a highly respected real estate advisory services firm, is geared toward providing what is called "Marketunistic" perspectives – market-based, yet opportunistic market advice. The firm, under founding member Todd Noell's leadership, has primary responsibility for the Market Analysis, a critical element to determine future development demand for Midtown. David Laube, a senior market analysis with Noell Consulting, works closely with Todd in producing the Market Analysis.

Urban Design and Architecture

- Third Coast Design Studio, a noted planning, urban design, architecture and landscape architecture firm, has primary responsibility for the urban design part of the Midtown Master Plan. Keith Covington, AIA, CNU, a firm principal and registered architect, brings his time-tested new urbanist perspective and architectural talents to the Planning & Design Studio Charrette. He works closely with firm principal, Lee Jones, ASLA, a landscape architect with vast amount of urban design and planning expertise.

Transportation, Mobility & Stormwater

- Fuss & O'Neill, a nationally-based civil engineering and environmental firm, assumes the lead in the transportation, mobility and stormwater aspects of the Master Plan. Wade Walker, P.E., a recognized expert in walkability and Smart Growth, is the primary consultant, assisted by Patrick Baxter, P.E.

Computer Visualization

- Urban Advantage, a firm that has mastered the art of photo-realistic illustrations, provides the computer visualization expertise. Steve Price, the firm's founding member and former freelance technical illustrator for Apple and HP, applies his artistic talents to create realistic "before and after" illustrations for the Midtown Master Plan.

Illustrations & Renderings

- Dale Partners Architects, one of the largest full service architectural firms in Mississippi, provides beautifully executed watercolors of potential development possibilities for Midtown. Artist Michael Thompson, AIA, NCIDQ, CNU, contributes his highly honed Duany Plater-Zyberk charrette expertise to the Master Plan's renderings and illustrations.

Local Coordination & Landscape Architecture

- As with any successful project, having on-the-ground local knowledge and expertise is essential. Michael Gammill, ASLA, owner of Robert Michael Gammill & Associates, a respected landscape architectural firm, provides the Team with immediate response capabilities as well as excellence in landscape related architectural services for the Master Plan.

Engineering & AutoCAD Support

- Additional engineering and AutoCAD support is provided by Ion Design Group, a firm that has extensive experience in the field of engineering and development. Bryan Klein, Jeffrey Cohen, P.E., and Francisco Montoya provide professional level mapping support for the Master Plan.

Photographers, Videographers & Charrette Support

- Excellent photography and video supporting the Planning & Design Charrette and the numerous public participation activities are provided by three very talented students from The University of Southern Mississippi, photographers Rebecca Morris and Samantha Greco, and videographer Don Devereaux.
- Excellent Charrette support is provided by Alan Henderson, an architectural professional, on loan from Mississippi Development Authority.

Midtown Video

Mississippi Power Company, through the assistance of Jason Lee, Division Manager and Midtown Steering Committee member, graciously provided the creative production services of multimedia coordinator Jon Carter to produce the Midtown Promotional Video - a short video that promotes the development strengths of Midtown told in the words of the Mayor and Midtown property owners, medical, university, and business leaders, students, retirees and residents.

- Elected Official – Mayor Johnny DuPree
- Retiree – Mo Conville, Retired Teacher
- Cultural – Jay Dean, School of Music, The University of Southern Miss.
- University – Chad Driskell, Administration, The University of Southern Miss.
- General Contractor – Phil Hanberry, Hanco Corporation
- Developer – Joel Ingram, HUD Development Corporation
- Medical – Doug Jones, Forrest General Hospital
- Medical Student – Brianna McDaniel, William Carey University
- University Student – Miranda Minor, The University of Southern Miss.
- Economic Development – Chad Newell, The Area Development Partnership
- University Alumni – Jennifer Payne, Alumni Association, The University of Southern Miss.
- Medical – Tommy Thornton, Hattiesburg Clinic
- Banking – Ted Webb, Pine Belt Division of BancorpSouth
- Midtown Resident – Jennifer Wilkinson, Ingram-Wilkinson Attorneys

LEED-ND

LEED-ND Scoring

Prerequisites and credits of LEED-ND's rating system include the following five topics:

- Smart Location and Linkage (Max. 27 Pts)
- Neighborhood Pattern and Design (Max. 44 Pts)
- Green Infrastructure and Buildings (Max. 29 Pts)
- Innovation and Design Process (Max. 6 Pts)
- Regional Priority Credit (Max. 4 Pts)

A full description of the LEED-ND program is available at: www.usgbc.org/leed/nd

Smart Location and Linkage

Prerequisites

The topical area "Smart Location and Linkage" has five prerequisites that all sites must meet and/or address to be considered as a LEED-ND certified project. No points are awarded for meeting the prerequisites.

1. Smart Location: Requires a project site to be an infill site or well-connected to adjacent well-connected neighborhoods or transit.

2. Imperiled Species and Ecological Communities: Requires that a site does not have imperiled species or ecological communities, but if found the project can comply by having an approved habitat conservation plan.

3. Wetland and Water Conservation: Requires limiting new development that effects wetlands, water bodies, and surrounding buffer land.

4. Agricultural Land Conservation: Prohibits project in a designated agricultural preservation area, unless changes made are made in conformance to certain agricultural preservation standards.

5. Floodplain Avoidance: Requires infill and previously developed sites with floodplain areas to comply with the National Flood Insurance Program. If the project includes construction of any critical facility, (including a hospital), the critical facility must be built so as to be operable during a 500-year event.

Smart Location and Linkage Potential Points

Preferred Location (Max 10 pts.): Most points for a previously developed infill site (like Midtown); points for being surrounded by well-connected street network (200 or more intersections per square mile); and additional points for economically distressed area if providing affordable housing.

Brownfield Redevelopment (Max 2 pts.): Site is a documented as a brownfield or a high-priority Federally designated redevelopment area.

Reduced Auto Dependences (Max 7 pts.): Site within walking distance (¼ mile) of transit service or an area that has low vehicle miles travelled.

Bicycle Network and Storage (Max 1 pt.): Site within a ¼ mile of a bicycle network or connected to diverse land uses, with secure and covered bicycle storage.

Housing and Jobs Proximity (Max 3 pts.): Existing jobs within ½ mile walk that outnumber dwellings and provides affordable housing near transit stops.

Steep Slope Protection (Max. 1 pt.): Avoids disturbance of slopes over 15 percent or restoration of previously disturbed slopes over 15 percent.

Conservation of Habitat, Wetland or Water Body (Max 1 pt.): Conservation of 100 percent of all water bodies, wetlands, or land within 100 feet of these areas and protect significant wildlife habitats.

Restoration of Habitats, Wetlands or Water Bodies (Max 1 pt.): Restoration of degraded habitats, wetland or water bodies.

Long-Term Conservation (Max 1 pt.): Long-term (10 years) management plan for new or existing onsite native habitats, water bodies, and/or wetlands and buffers, and create a guaranteed funding source for management.

Neighborhood Pattern and Design

Prerequisites

The topical area "Neighborhood Pattern and Design" has three prerequisites that all sites must meet and/or address to be considered as a LEED-ND certified project. No points are awarded for meeting the prerequisites.

1. Walkable Streets: Requires 90 percent of new buildings to face a street, square, park, paseo, or plaza and be connected to sidewalks; requiring 15 percent of existing and new street frontage within and bordering the site to have a minimum building height-

to-street-width ratio of 1:3 with new sidewalks 8 feet wide on retail or mixed-use blocks and at least 4 feet wide on all other blocks. No more than 20% of street frontages may be faced directly by garage or service bay openings.

2. Compact Development: Requires minimum residential densities (7 to 12 units per acre) and non-residential densities (.50 to .80 floor area ratios) for projects in transit corridors (Midtown may or may not be considered within a "transit corridor"). For other sites requires a minimum density of 7 units per acre and a non-residential floor-area ratio of .50; and all specified density must be achieved within five years from the occupancy of the first building.

3. Connected and Open Community: Requires project to have at least 140 intersections per square mile. Project must have at least one through-street intersecting at project boundary at least every 800 feet. This does not apply to portions of the boundary where connections cannot be made.

Neighborhood Pattern/Design Potential Points

Walkable Streets (Max. 12 pts.): Sidewalks along both sides of street, (100 percent), minimal distances between sidewalks and buildings, frequent building entries (every 75 feet), limited blank building walls along sidewalks, on-street parking (70 percent), minimum building height-to-street width ratios (1 to 3) for 30 percent of streets, elevated ground floors for half of dwellings (2 feet), low design speeds (20-25 mph), limited driveway crossings (10 percent).

Compact Development (Max. 6 pts.): Additional points for densities greater than 10 units per acre and non-residential floor-area ratios more than .75.

Mixed-Use Neighborhood Centers (Max. 4 pts.): Dwelling units in proximity neighborhood center with a mix of uses such as restaurants, shops, pharmacies, supermarkets, theatres, parks, etc.

Mixed-Income Communities (Max. 7 pts.): Diverse and affordable housing with multiple housing types of different sizes for rent and/or sale at high levels of affordability.

Reduced Parking Footprint (Max. 1 pt.): Surface parking limited to no more than 20 percent; no individual lot over two acres; off-street parking located to side or rear of buildings; and provides bicycle storage and carpool or shared parking spaces.

Street Network (Max. 2 pts.): Additional points for having street intersection density of greater than 300 per square mile.

Transit Facilities (Max. 1 pt.): Shelters, benches, lighting, and information displays for transit system.

Transp. Demand Mgmt. (Max. 2 pts.): Subsidized transit passes; developer sponsored transit; transportation demand mgmt. program (reduce trips by 20 percent at build out); vehicle share program; or separated parking cost from building cost.

Access to Civic and Public Spaces (Max. 1 pt.): Civic or passive-use space within 1/4-mile walk distance to 90 percent of planned and existing dwelling units and nonresidential building.

Access to Recreation Facilities (Max. 1 pt.): Publicly accessible outdoor (min. one acre) or indoor recreation (25,000 sf bldg.)within a 1/2-mile distance of 90 percent of residential and nonresidential.

Visitability and Universal Design (Max. 1 pt.): Residential and nonresidential units that meet "visibility" and "universal design standards."

Community Outreach/Involvement (Max. 2 pts.): Community outreach meetings, and for an additional point, community charrette.

Local Food Production (Max. 1 pt.): Gardens and greenhouses, by right, and dedicated growing space, or shares in a community supported agriculture, or established farmers' market.

Tree-Lined and Shaded Streets (Max. 2 pts.): Street trees lining 60 percent of new and existing streets; or noon-time shade along at least 40 percent of sidewalks; and registered landscape architect's determination of appropriate plantings.

Neighborhood Schools (Max. 1 pt.): Neighborhood school (for projects with 30 percent residential square footage) within 1/2 mile walk distance.

Green Infrastructure and Buildings

Prerequisites

The "Green Infrastructure and Buildings" topic has four prerequisites that all sites must meet and/or address to be considered as a LEED-ND certified project. No points are awarded for meeting the prerequisites.

1. Certified Green Building: Requires one whole building certified LEED for New Construction, Existing Buildings, (Operations & Maintenance,) Homes, Schools, or Retail (New Construction or Core/Shell); or through a green building rating system requiring third-party certifying bodies.

2. Minimum Building Energy Efficiency: Requires 90 percent of residential and nonresidential buildings meeting a series of energy efficiency.

3. Minimum Building Water Efficiency: Requires a reduction in indoor water usage for residential and nonresidential buildings.

4. Construction Activity Pollution Prevention: Requires implementation of an erosion and sedimentation control plan for all new construction.

Green Infrastructure/Buildings Potential Points

Certified Green Buildings (Max. 5 pts.): Construct or retrofit buildings that are certified "green."

Building Energy Efficiency (Max. 2 pts.): 90 percent of nonresidential and multifamily (four stories plus) buildings meeting energy efficiency standards (ANSI/ASHRAE/IESNA); 90 percent of single family and multifamily (three stories or less) achieving Home Energy Rating System score of at least 75.

Building Water Efficiency (Max. 1 pt.): Nonresidential and residential (four stories plus) with water usage 40 percent less; 90 percent of new single-family and multifamily (three stories or less) using fixtures earning 5 points under LEED Homes.

Water-Efficient Landscaping (Max. 1 pt.): Reduction of water consumption for outdoor landscaping by 50 percent.

Existing Building Reuse (Max. 1 pt.): Reuse of existing building stock.

Historic Preservation/Adaptive Use 1(Max. 1 pt.): Historic buildings or cultural landscapes preserved.

Minimized Site Disturbance (Max. 1 pt.): 100 percent of development footprint on areas that are previously developed and includes tree preservation.

Stormwater Management (Max. 4 pts.): Comprehensive stormwater management plan addressing stormwater runoff.

Heat Island Reduction (Max. 1 pt.): Site hardscape employs heat reduction design (50 percent); or roofs employ high reflective materials (75 percent) or have vegetative roofs (50 percent).

Solar Orientation (Max. 1 pt.): 75 percent of buildings have longer dimension with axis oriented plus or minus 15 degrees of geographical east-west.

On-Site Renewable Energy (Max. 3 pts.): 5 percent of electrical energy cost generated by on-site renewable energy (solar, wind, geothermal, etc.).

District Heating and Cooling (Max. 2 pts.): District heating and/or cooling system for space conditioning and/or water heating of new buildings.

Infrastructure Energy Efficiency (Max. 1 pt.): New infrastructure achieves a 15 percent annual energy reduction.

Wastewater Management (Max. 2 pts.): Retain on-site at least 25 percent of average annual wastewater (only new buildings), and reuse that wastewater to replace potable water.

Recycled Content in Infrastructure (Max. 1 pt.): 50 percent of postconsumer on-site reused materials and 50 percent of preconsumer recycled content of infrastructure materials.

Solid Waste Management (Max. 1 pt.): Assorted programs to reduce solid waste volumes in landfill.

Light Pollution Reduction (Max. 1 pt.): Assorted approaches to reduction of lighting impact on site.

Innovation and Design Process

Innovation and Design Process (Max. 5 pts.) Project exhibits or exceeds exemplary environmental performance of LEED-ND rating system. Additional point given if project employs a LEED Accredited Professional, or person credentialed by the Natural Resources Defense Council and Smart Growth America, or by the Congress for New Urbanism.

Regional Priority

Regional Priority*: *(Max. 4 pts.):

Addresses geographically-specific environmental, social equity, or public health priorities. In Hattiesburg: renewable energy; heat island reduction; rainwater management; mixed-income diverse communities; transportation demand management; and reduced automobile dependence.

Sustainable and Green Building Resources

City of Hattiesburg

http://www.hattiesburgms.com

Urban Development Department

The department continues to provide services and information regarding planning, zoning, land development, permits, building inspections, code enforcement, neighborhood development and the Action Center. The Urban Development staff oversees the daily operations of the Planning and Land Code Divisions. The department demonstrates the legal, administrative and implementation authority relating to the built environment within the city.

Engineering Department

The Engineering Department oversees planning, design, and construction for new traffic and transportation, water treatment and distribution, wastewater collection and treatment, building and lighting, and airport infrastructure projects. Other responsibilities include oversight of paving and striping operations, review of subdivision plans and construction plans, participation in site plan review, water and sewer tap applications, right-of-way permitting, and providing technical consulting to other City Departments.

Department of Housing and Urban Development

Sustainable Housing and Communities

http://portal.hud.gov/hudportal/HUD?src=/program_offices/sustainable_housing_communities

- The mission of the Office of Sustainable Housing and Communities is to create strong, sustainable communities by connecting housing to jobs, fostering local innovation, and helping to build a clean energy economy.

Environmental Protection Agency

Building Blocks for Sustainable Communities

http://www.epa.gov/dced/buildingblocks.htm

- The Environmental Protection Agency developed the Building Blocks for Sustainable Communities Program for quick, targeted technical assistance to selected local and governments using a variety of tools that stimulate a discussion about growth and development and strengthen local capacity to implement sustainable approaches.

Smart Growth Guidelines for Sustainable Design and Development

http://www.epa.gov/dced/sg_guidelines.htm

- Smart Growth Guidelines for Sustainable Design and Development is a resource for communities that seek to locate, design, and develop housing in a way that reduces household costs, improves residents' quality of life, and invests public resources more sustainably.

Climate Showcase Communities Program

http://www.epa.gov/statelocalclimate/local/showcase/index.html

- EPA's Climate Showcase Communities Program helps local governments pilot innovative, cost-effective and replicable community-based greenhouse gas reduction projects. Fifty Climate Showcase Communities across the United States are leading projects in energy efficiency, waste management, transportation and land use that reduce energy use and save money.

Federal Highway Administration

FHWA Resources

http://www.fhwa.dot.gov/livability/resources/

- FHWA's "Resources" page provides links to FHWA resources, reports, and programs that promote livability in transportation planning. The links assist decision makers and stakeholders interested in integrating livability principles into their communities' transportation systems.

FHWA's Fostering Livable Communities

http://www.fhwa.dot.gov/livability/newsletter/

- FHWA's Fostering Livable Communities Newsletter is a newsletter providing real-world examples for improving the relationship between transportation and communities to provide access to jobs, housing, and safe streets.

American Planning Association (APA)

https://www.planning.org

- APA is an educational organization that provides leadership in the effective planning of vital communities and is dedicated to advancing the physical, economic and social aspects of excellence in community planning.

Congress for New Urbanism (CNU)

http://www.cnu.org

- The Congress for the New Urbanism is a leading organization promoting walkable, mixed-use neighborhood development, sustainable communities and healthier living conditions.

American Institute of Architects (AIA) Center for Communities by Design

http://www.aia.org/about/initiatives/AIAS075265

- AIA's Center for Communities by Design is committed to healthy, safe, and sustainable communities that assists citizens and community leaders to improve their community's quality of life through design.

U.S. Green Building Council (USGBC)

http://www.usgbc.org

- The U.S. Green Building Council is committed to a prosperous and sustainable future through cost-efficient and energy-saving green buildings. USGBC works toward its mission through its LEED green building program, robust educational offerings, and nationwide networks in support of public policy that encourages and enables green buildings and communities.

Leadership in Energy and Environmental Design (LEED)

http://www.usgbc.org/leed

- LEED is transforming the way our buildings and communities are designed, constructed, maintained and operated. LEED is a green building tool that addresses the entire building lifecycle and at its core, LEED is a third-party verification program of green building projects.

America Bikes

http://www.americabikes.org

- America Bikes advocates in Congress for a federal transportation laws in terms of cost effectiveness, clean air, energy independence, job creation, and safe, healthy, effective transportation choices. On behalf of its 300,000 members, America Bikes advocates for legislation for complete streets, active transportation networks, and a fair share for safety.

Smart Growth America

http://www.smartgrowthamerica.org

- Smart Growth America is the only national organization dedicated to researching, advocating for and leading coalitions to bring smart growth practices to more communities nationwide. Learn more about how smart growth helps make neighborhoods great by exploring our work on Housing, Business, Jobs, Economic Prosperity, Transportation, the Environment, the Health of our Communities and neighborhood Revitalization.

National Complete Streets Coalition

http://www.smartgrowthamerica.org/complete-streets

- The streets of our cities and towns are an important part of the livability of our communities. Now, in communities across the country, a movement is growing to complete the streets. Instituting a Complete Streets policy ensures that transportation planners and engineers consistently design and operate the entire roadway with all users in mind – including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities.

STAR Community Rating System

http://www.starcommunities.org

The STAR Community Rating System (STAR) is the nation's first voluntary, self-reporting framework

for evaluating, quantifying, and improving the health, livability, and sustainability of U.S. communities. STAR combines:

- A framework for sustainability encompassing the social, economic and environmental dimensions of community;
- A rating system that drives continuous improvement and fosters competition; and
- An online system that gathers, organizes, analyzes, and presents information required to meet sustainability goals.

The Nonprofit Centers Network

http://www.nonprofitcenters.org/resources/green-building-resources

The Nonprofit Centers Network is an organization of nonprofit and philanthropic leaders and professionals from the financial, real estate, and public sectors dedicated to sharing their knowledge and networks for creating and operating quality nonprofit workspace. "Green Building Resources" provides a quick place to locate resources on "green" building.

- **www.buildinggreen.com:** An independent publishing company out of Brattleboro, Vermont. This group brings its members accurate and up-to-date green design information and research through publications, case studies, a green products directory, and numerous other online tools.
- **www.greenroundtable.org:** This site is the home of The Green Round Table, Inc. (GRT), an independent nonprofit organization based out of Boston, MA whose mission is to mainstream green building and sustainable practices in hopes of becoming obsolete. Through policy advocacy, outreach education, informational events, and other strategies, this organization works with major building stakeholders to work towards a goal of making building green the standard.
- **www.energy.gov:** The U.S. Department of Energy site includes sections for consumers, educators, students, and employees. Resources include energy-saving tips, improving energy efficiency in buildings and homes, and the Energy Star program. The "Learn More" section of each page has even more resources and links.
- **www.energystar.gov:** This site is sponsored by the U.S. Environmental Protection Agency and the Department of Energy. There are descriptions of the Energy Star certification program, lists of certified products, and tips for heating and cooling efficiently. Also available: green building resources, studies about energy use, case studies, tops for developing a green building policy, and views of Energy Star qualified new homes.
- **www.greenmaven.com:** A search engine that focuses on green conscious websites offering an unending amount of information connecting you to the green world.
- **www.greenseal.org:** A nonprofit organization that uses science based certification to transform the marketplace through the promotion of environmentally responsible products and services. Green Seal offers advice and assistance to manufacturers and consumers in order to help individuals and business make more informed decisions about the materials and operations we invest in.
- **www.stopwaste.org:** A public agency operated by three Alameda County organizations: Waste Management Authority, Source Reduction, and Recycling Board. This website offers a host of materials related to recycling, composting, landscaping, and building as well as business, consumer, and local community resources.
- **www.ase.org:** This is the site for the Alliance to Save Energy. There is information for consumers, educators, policy makers, and energy professionals. Some features: program lists and descriptions, international energy use, topics (including buildings, insulation, lighting, and federal energy use), and quick facts and reports.
- **www.ecolandscaping.org:** The website for the Ecological Landscaping Association. Includes events, publications, and resource links.

City of Hattiesburg, MS

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

Master

File Number: 2013-0396

File ID: 2013-0396 **Type:** Ordinance **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/26/2013

Brief Title: Ordinance to adopt Midtown Hattiesburg Form-Based Code **Final Action:** 07/02/2013

Minute Book Number: MB2013-188-189

Title: Adopt an ordinance amending Comprehensive Zoning Ordinance No. 2330 to adopt Midtown Hattiesburg Form-Based Code.

Notes:

Sponsors: **Enactment Date:**

Attachments: Meeting Minutes for June 19, 2013, MIDTOWN FBC FINAL to CC, Ordinance Midtown FBC, executed Ordinance Midtown FBC ORD#3105 **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: Chiquila Thompson **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt an Ordinance (Number 3105) amending Comprehensive Zoning Ordinance No. 2330 to adopt Midtown Hattiesburg Form-Based Code.

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

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

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor
Council Member Dryden

ΓEL-No Vote: 0

Text of Legislative File 2013-0396

Title

Adopt an ordinance amending Comprehensive Zoning Ordinance No. 2330 to adopt Midtown Hattiesburg Form-Based Code.

Summary

Ordinance to adopt Midtown Hattiesburg Form-Based Code

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
SPECIAL CALL MEETING
OF THE
HATTIESBURG PLANNING COMMISSION
June 19, 2013

The Hattiesburg Planning Commission did meet in a special call session on June 19, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Robin Roberts
Don McCleskey
Judy Corts
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners Absent: Annie Pope
John Blanks

Also Present: Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Willie Davidson Jr., Planning Temp

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 pm.

AGENDA REVIEW

There came the matter of the Agenda. It was requested and motioned to approve the agenda. The agenda was approved by the following vote.

Motion made by: Robin Roberts

Motion seconded by: Don McCleskey

Commissioners voting aye: Robin Roberts
Don McCleskey
Judy Corts
Joseph White
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

PUBLIC HEARING

Chairman Conville declared the Public Hearing open at 1:15 and explained the rules and procedures of the hearing

There came the matter of Item A, the petition has been filed by the City of Hattiesburg for an amendment to the Comprehensive Plan 2008 to 2028 adopting the Midtown Hattiesburg Master Plan (Midtown in Motion).

	Name	Address	City/State
Presented by:	Donovan Scruggs	City of Hattiesburg	Hattiesburg, MS
Proponents:	David Landry	N/A	Hattiesburg, MS
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a mode to adopt the Midtown Hattiesburg Master Plan with edits included in the attached document/plan, and the motion was seconded by Peggy Horton. The vote for the item is detailed below:

Motion made by: Linda McMurtrey

Motion seconded by: Peggy Horton

Commissioners voting aye: Robin Roberts
Don McCleskey
Judy Corts
Joseph White
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The decision was based on the consistency with the Comprehensive Plan 2008 to 2028 and the public need for more accessible buildings and greater economic vitality within the Midtown area.

Comments Written on Ballots:

None

The Hattiesburg Planning Commission voted with a unanimous vote to **APPROVE** Item A.

There came the matter of Item B, the petition has been filed by the City of Hattiesburg, to for an amendment to the Comprehensive Zoning Ordinance No. 2330 to adopt Midtown Hattiesburg Form-Based Code. The Public Hearing for Item B was opened for comments.

	Name	Address	City/State
Presented by:	Donovan Scruggs	City of Hattiesburg	Hattiesburg, MS
Proponents:	David Landry	N/A	Hattiesburg, MS
Opponents:	None		

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. A motion was made to approve the amendment to the Comprehensive Zoning Ordinance No. 2330 and adopt the Midtown Hattiesburg Form-Based Code with edits (change on page 45 Item P.2.a. removal of "…or masonry").

Motion made by: Robin Roberts

Motion seconded by: Judy Corts

Commissioners voting aye: Robin Roberts

Don McCleskey
Judy Corts
Joseph White
Linda McMurtrey
Jessie Wilson
Peggy Horton
Eric Martin

Commissioners voting nay: None

Commissioners abstaining: None

Commissioners Reason:

The decision was based on the consistency with the Comprehensive Plan 2008 to 2028 and the Midtown Hattiesburg Master Plan (Midtown in Motion), a Public Need in the area for more accessible buildings and greater economic vitality in the Midtown Area, and a Change in Neighborhood Character based on expansion efforts of Forrest General Hospital, the Hattiesburg Clinic, and the University of Southern Mississippi.

Comments Written on Ballots:

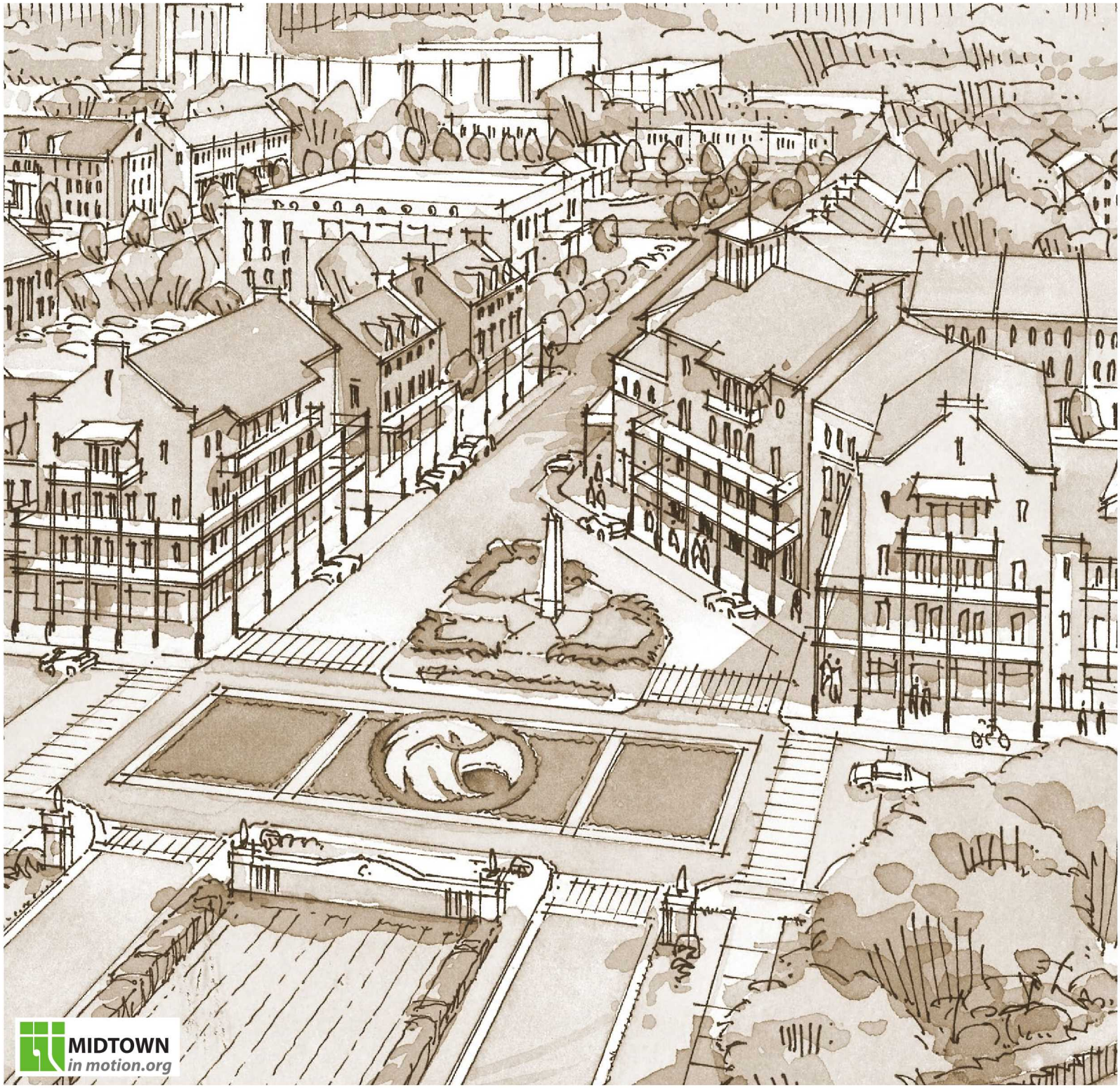
None

The Hattiesburg Planning Commission voted unanimously to **APPROVE** Item B.

There being no further business, the meeting was adjourned at 1:55 pm

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager



Midtown Hattiesburg
Form-Based Code

prepared for

the City of Hattiesburg

DRAFT May 28, 2013

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CODE STUDIO

1200 E. 11th Street, #107
Austin, TX 78702
(512) 478-2200
www.code-studio.com

Article 1. General Provisions

Sec. 1.1. Purpose

A. The purpose of the Midtown Form-Based Code is to implement the Midtown Master Plan by amending the Hattiesburg Land Development Code.

B. Specifically, the Midtown Form-Based Code provides the means to guide implementation of the citizen-endorsed vision for property within Midtown.

C. The Midtown Form-Based Code fosters predictable results and a high-quality public realm by prescribing the physical form of buildings and other elements and addressing the relationship between building facades and the public realm, the form and mass of buildings in relation to one another and the scale and types of streets and blocks.

Sec. 1.2. Intent

It is the intent of the Midtown Form-Based Code to:

A. Encourage better design in terms of building form and materials;

B. Foster a variety of uses;

C. Promote additional housing opportunities;

D. Enable under-utilized or vacant properties;

E. Make streets more bike and pedestrian-friendly;

F. Enhance bike and pedestrian connections;

G. Improve vehicular circulation;

H. Enhance stormwater management;

I. Create and maintain an urban forest;

J. Promote the use of green building techniques;

K. Support existing businesses and Institutions; and

L. Ensure adequate transitions from Midtown to adjacent residential neighborhoods.

Sec. 1.3. Applicability

A. Territorial Application

The Midtown Form-Based Code applies to all property located within the Midtown District, as designated in *Sec. 2.2. Midtown Form-Based Code Zoning Map.*

B. Conflicting Provisions

1. Whenever any provision of a state statute or federal law imposes a greater requirement or a higher standard than required by the Midtown Form-Based Code, the provision of the state statute or federal law governs.

2. Conflicts between the Midtown Form-Based Code and any other City ordinance or regulation must be resolved in favor of the intent of this Code.

Sec. 1.4. Transitional Provisions

A. New Development

1. Except as provided in *Sec. 1.4.C* below, upon the effective date of the Midtown Form-Based Code or any subsequent amendment, any new building or other structure or any use of land must be constructed or developed only in accordance with all applicable provisions of the Midtown Form-Based Code.

2. No excavation or filling of land or construction of any public or private improvements may take place or commence except in conformity with the Midtown Form-Based Code.

B. Existing Development

Except as provided in *Sec. 1.4.C* below, any existing use, lot, building or other structure legally established prior to the effective date of the Midtown Form-Based Code that does not comply with any provision of the Midtown Form-Based Code are subject to the provisions of *Sec. 7.3. Nonconformities*.

C. Previously Issued Permits and Pending Applications

1. Any building permit issued before the effective date of the Midtown Form-Based Code or subsequent amendment remains in effect.

2. The provisions of Midtown Form-Based Code do not apply to zoning and subdivision applications that are complete and pending at the effective date of this Code.

3. Pending applications will be processed in accordance with and decided pursuant to the law existing on the date the application was filed.

Article 2. Districts

Sec. 2.1. Zoning Districts Established

The following Midtown Districts are established.

A. Mixed Use Districts (MX-)

1. The MX- Districts are intended to accommodate a mix of compatible commercial, employment and higher-density residential in a pedestrian-friendly and walkable environment.
2. The MX- Districts vary based on the maximum allowed building height.
    a. MX-3 has a maximum building height of 3 stories.
    b. MX-4 has a maximum building height of 4 stories.
    c. MX-5 has a maximum building height of 5 stories.

B. Employment Districts (EM-)

1. The EM- Districts are intended to accommodate a mix of compatible office, medical and medium-density residential in a pedestrian-friendly and walkable environment.
2. The EM- Districts vary based on the maximum allowed building height.
    a. EM-2 has a maximum building height of 2 stories.
    b. EM-3 has a maximum building height of 3 stories.
    c. EM-4 has maximum building height of 4 stories.
    d. EM-6 has a maximum building height of 6 stories.
    e. EM-9 has a maximum building height of 9 stories.

C. Residential Attached District (RA-3)

1. The RA-3 District is intended to accommodate a mix of medium-density detached and attached residential in a pedestrian-friendly and walkable environment.
2. RA-3 has a maximum building height of 3 stories.

D. Residential Detached District (RD-2)

1. The RD-2 District is intended to accommodate a mix of lower-density detached residential in a pedestrian-friendly and walkable environment.
2. RD-2 has a maximum building height of 2 stories.

E. Open Space District (OS)

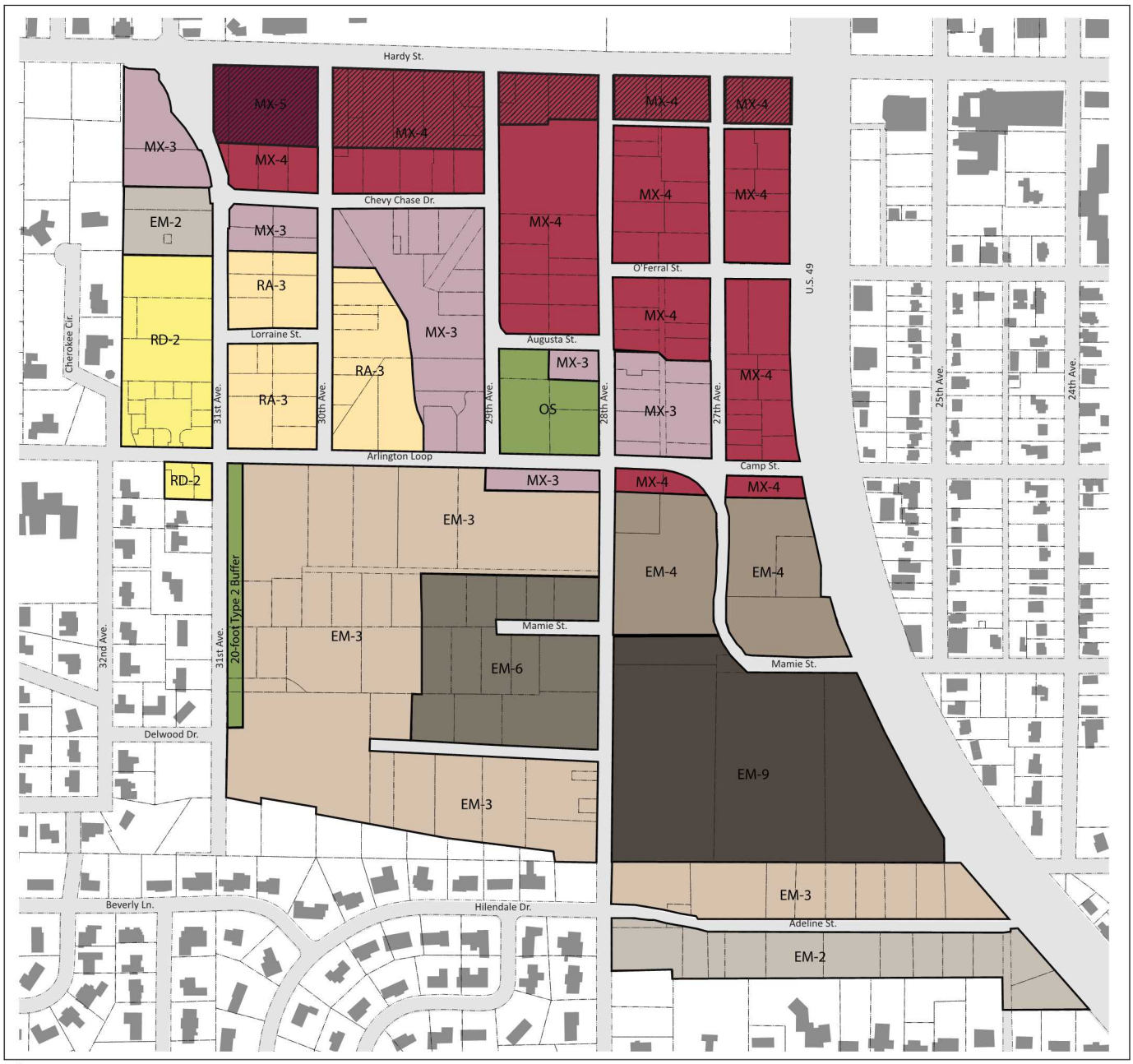
The OS District is intended to accommodate greens, plazas and parks.

F. Hardy Street Overlay (-HS)

1. The -HS Overlay District is intended to enhance and promote Hardy Street as the key pedestrian corridor in Midtown.
2. Where the -HS Overlay District applies, the underlying district requirements must be met except as expressly modified in *Sec. 3.15. Special Rules for the -HS Overlay District.*

Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



Mixed Use
- MX-3: Mixed Use 3-Story
- MX-4: Mixed Use 4-Story
- MX-5: Mixed Use 5-Story

Residential
- RD-2: Detached 2-Story
- RA-3: Attached 3-Story

Overlay
- -HS: Hardy Street Overlay

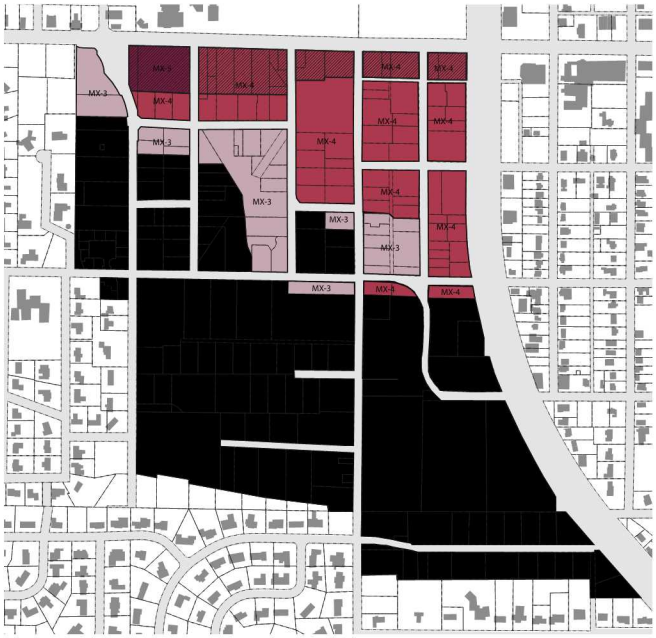
Employment
- EM-2: Employment 2-Story
- EM-3: Employment 3-Story
- EM-4: Employment 4-Story
- EM-6: Employment 6-Story
- EM-9: Employment 9-Story

Open Space
- OS: Open Space

Sec. 2.3. Mixed Use Districts (MX-3, -4, -5)

The MX- Districts are intended to accommodate a mix of compatible commercial, employment and higher-density residential in a pedestrian-friendly and walkable environment.





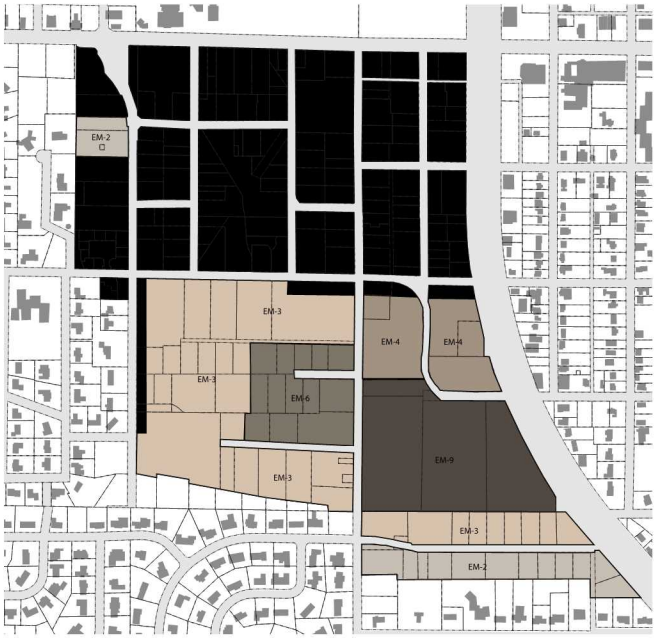
A. Permitted Building Types

- Mixed Use Building
- Shopfront Building
- General Building
- Civic Building
- Apartment Building
- Apartment Court
- Garden Apartment
- Stacked Flat
- Townhouse

Sec. 2.4. Employment Districts (EM-2, -3, -4, -6, -9)

The EM- Districts are intended to accommodate a mix of compatible office, medical and medium-density residential in a pedestrian-friendly and walkable environment.





A. Permitted Building Types

EM-2, -3

- General Building
- Civic Building
- Apartment Building
- Apartment Court
- Garden Apartment
- Stacked Flat
- Townhouse

EM-4, -6, -9

- General Building
- Civic Building

Sec. 2.5. Residential Attached District (RA-3)

The RA-3 District is intended to accommodate a mix of medium-density detached and attached residential in a pedestrian-friendly and walkable environment.





A. Permitted Building Types

- Civic Building
- Garden Apartment
- Townhouse
- Cottage Court
- Detached House

Sec. 2.6. Residential Detached District (RD-2)

The RD-2 District is intended to accommodate a mix of lower-density detached residential in a pedestrian-friendly and walkable environment.





A. Permitted Building Types

- Civic Building
- Cottage Court
- Detached House

Sec. 2.7. Open Space District (OS)

The OS District is intended to accommodate civic greens, plazas and parks and is characterized by both active and passive uses.





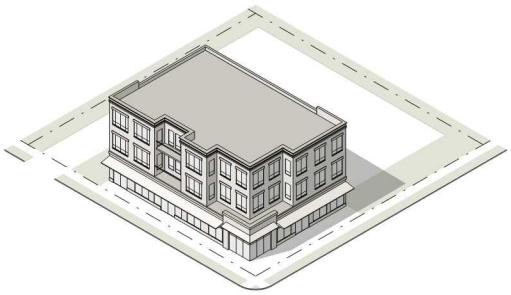
A. Permitted Building Types

The OS District is regulated by *Sec. 3.14. Special Rules for the OS District.*

Article 3. Building Types

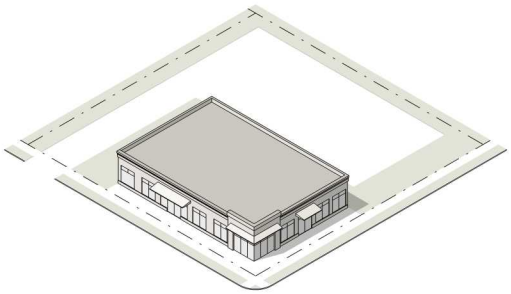
Sec. 3.1. Building Types Established

This section establishes and defines each building type to ensure that proposed development is consistent with the district goals for building form, physical character, land use and quality.



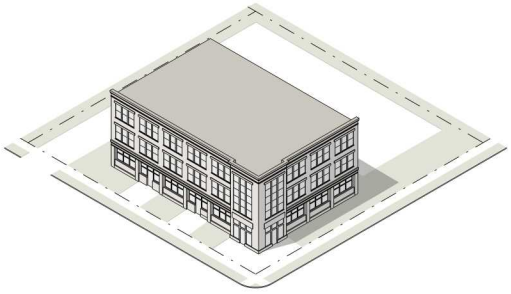
A. Mixed Use Building

A multi-story building type that typically accommodates ground floor retail uses with upper-story residential or commercial use. Not intended for ground floor residential use.



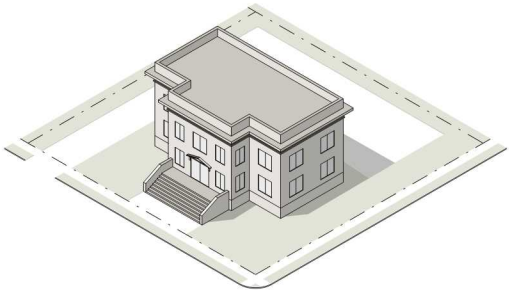
B. Shopfront Building

A single-story building type that typically accommodates ground floor retail uses. Not intended for residential use.



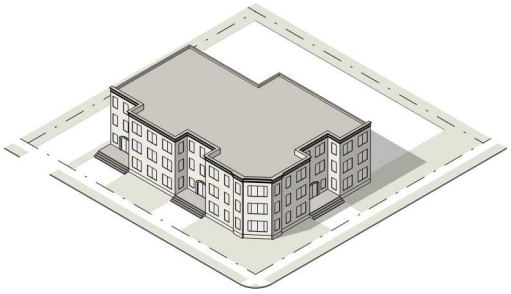
C. General Building

A building type that typically accommodates commercial uses. Not intended for retail or residential use.



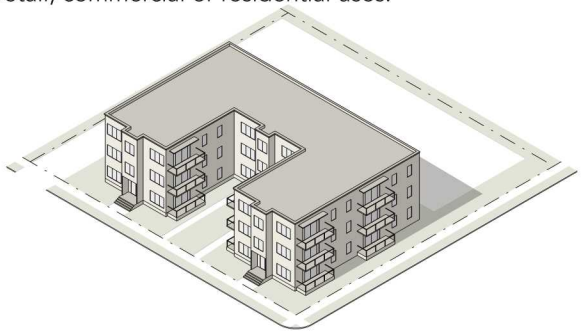
D. Civic Building

A building type that accommodates specifically identified civic uses (see *Sec. 3.6. Civic Building).* Not intended for retail, commercial or residential uses.



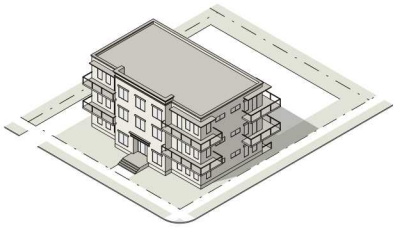
E. Apartment Building

A building type that accommodates 12 or more attached dwelling units vertically and horizontally integrated. Not intended for non-residential use.



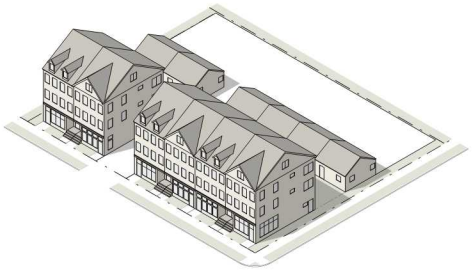
F. Apartment Court

A building type that accommodates 12 or more attached dwelling units vertically and horizontally integrated and organized around a courtyard that fronts a primary street. Not intended for non-residential use.



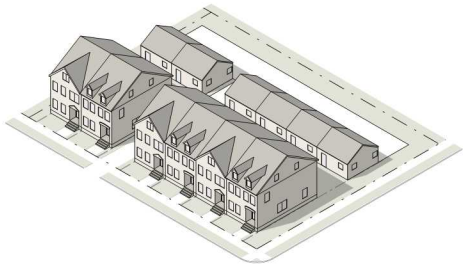
G. Garden Apartment

A building type that accommodates 3 to 12 attached dwelling units vertically and horizontally integrated. Not intended for non-residential use.



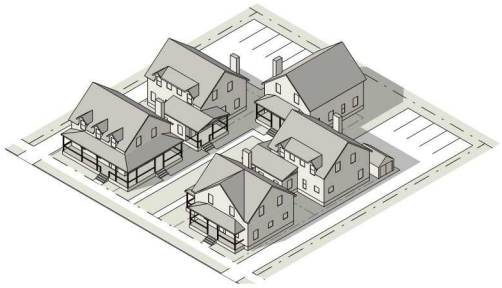
H. Stacked Flat

A multi-story building type that accommodates side-by-side attached units where units can be used for both non-residential and residential use. Ground floor units can be separated from upper-story units or units can be internally connected.



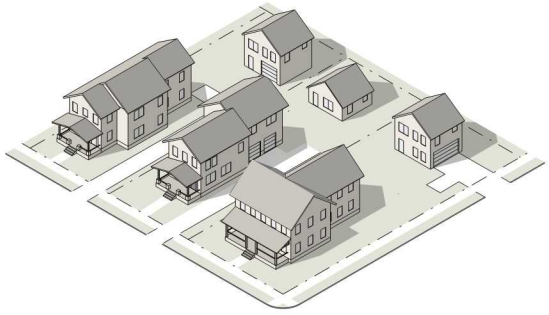
I. Townhouse

A building type that accommodates 3 or more dwelling units where each unit is separated vertically by a common side wall. Units cannot be vertically mixed. Not intended for non-residential uses.



J. Cottage Court

A development building type with 5 to 9 detached houses and organized around a common courtyard that fronts a primary street. Not intended for non-residential uses.

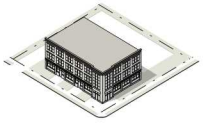


K. Detached House

A building type that accommodates one dwelling unit on an individual lot with yards on all sides along with a rear accessory dwelling unit at grade or above a garage (carriage house). Not intended for non-residential uses.

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

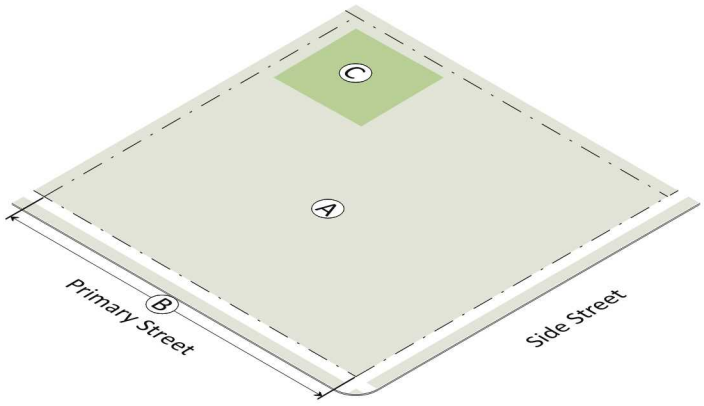
BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

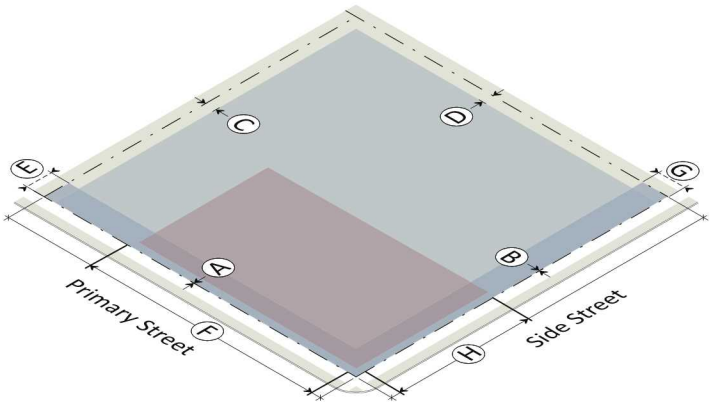
Sec. 3.3. Mixed Use Building

1. Lot



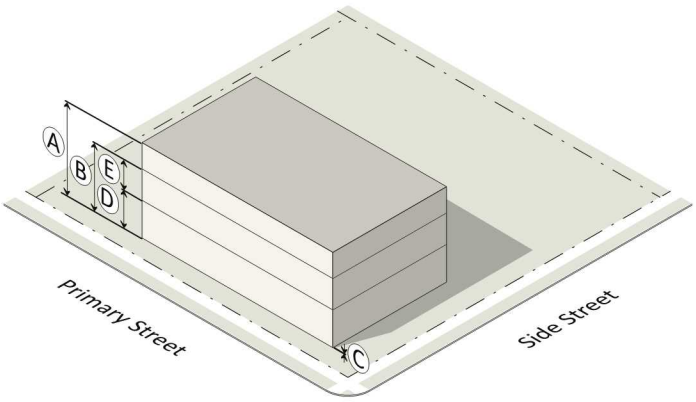
Lot Dimensions		
Ⓐ	Lot area (min)	5,000 SF
Ⓑ	Lot width (min)	50'
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	10%

2. Placement



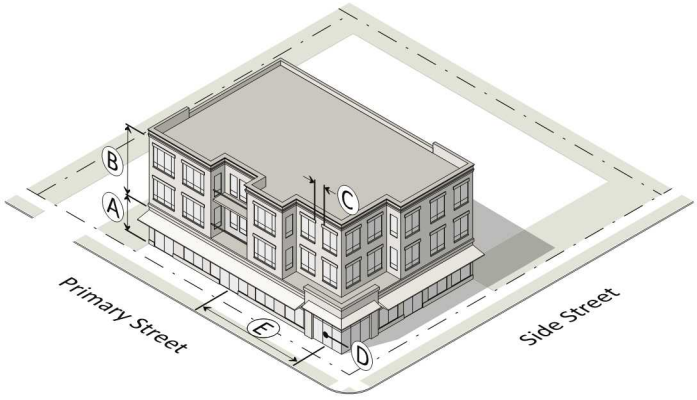
Building Setbacks		
Ⓐ	Primary street (min)	0'
Ⓑ	Side street (min)	0'
Ⓒ	Side interior (min)	0' or 5'
Ⓒ	Side interior, abutting protected district, RA-3 or RD-2 (min)	10'
Ⓓ	Rear (min)	0' or 5'
Ⓓ	Rear, abutting protected district, RA-3 or RD-2 (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	0' to 10'
Ⓕ	Building in primary street BTZ (min % of lot width)	70%
Ⓖ	Side street (min/max)	0' to 10'
Ⓗ	Building in side street BTZ (min % of lot width)	35%
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

3. Height



Building Height		
Ⓐ	Building height (max)	
	MX-3	3 stories/45'
	MX-4 , EM-4	4 stories/55'
	MX-5	5 stories/67'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	
Ⓑ	Building height (min)	2 stories
Story Height		
Ⓒ	Ground floor elevation	0'
Ⓓ	Ground story height, floor to ceiling (min)	13'
Ⓔ	Upper story height, floor to ceiling (min)	9'

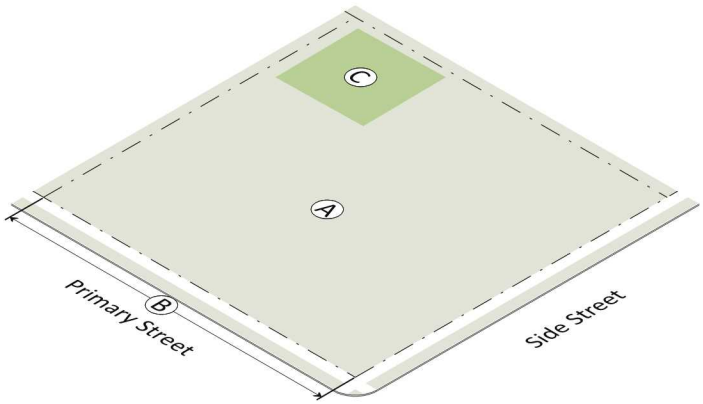
4. Activation



Transparency		
Ⓐ	Ground story (min)	60%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	30'
	The street-fronting, street-level window pane surface area must allow views into the ground story use for a depth of at least 8 feet.	
Pedestrian Access		
Ⓓ	Entrance facing primary street	Required
Ⓔ	Entrance spacing along primary street (max)	75'
Permitted Building Elements		
	Porch	No
	Stoop	No
	Balcony	Yes
	Gallery	Yes
	Awning/Canopy	Yes
	Forecourt	Yes

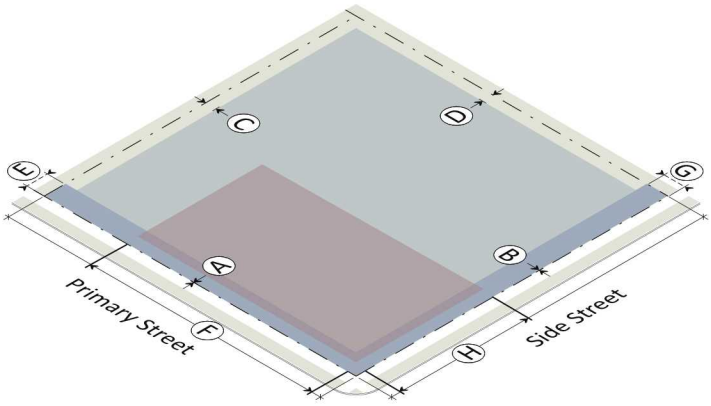
Sec. 3.4. Shopfront Building

1. Lot



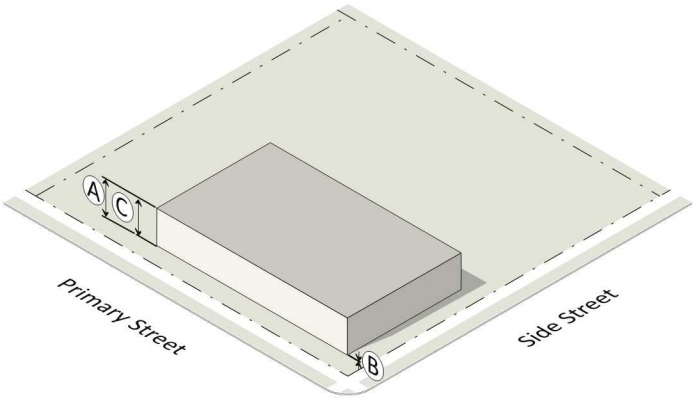
Lot Dimensions		
Ⓐ	Lot area (min)	5,000 SF
Ⓑ	Lot width (min)	50'
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	10%

2. Placement



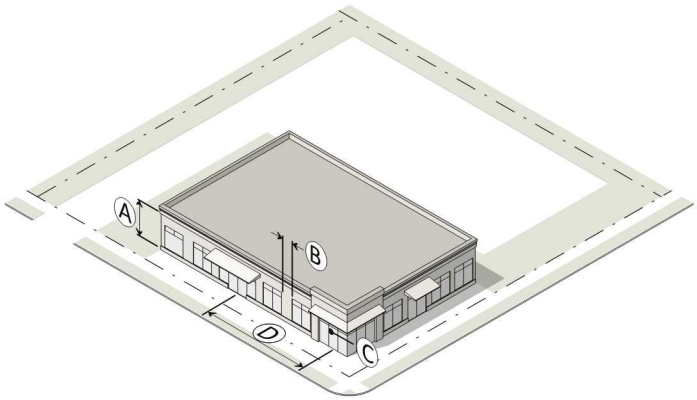
Building Setbacks		
Ⓐ	Primary street (min)	0'
Ⓑ	Side street (min)	0'
Ⓒ	Side interior (min)	0' or 5'
Ⓒ	Side interior, abutting protected district, RA-3 or RD-2 (min)	10'
Ⓓ	Rear (min)	0' or 5'
Ⓓ	Rear, abutting protected district, RA-3 or RD-2 (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	0' to 10'
Ⓕ	Building in primary street BTZ (min % of lot width)	70%
Ⓖ	Side street (min/max)	0' to 10'
Ⓗ	Building in side street BTZ (min % of lot width)	35%
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

3. Height



Building Height		
Ⓐ	Building height (max)	1 story/25'
Story Height		
Ⓑ	Ground floor elevation	0'
Ⓒ	Ground story height, floor to ceiling (min)	13'

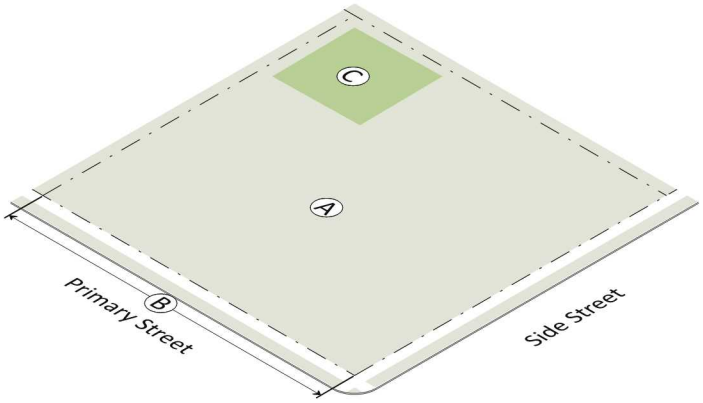
4. Activation



Transparency		
Ⓐ	Ground story (min)	60%
Ⓑ	Blank wall area (max)	30'
	The street-fronting, street-level window pane surface area must allow views into the ground story use for a depth of at least 8 feet.	
Pedestrian Access		
Ⓒ	Entrance facing primary street	Required
Ⓓ	Entrance spacing along primary street (max)	75'
Allowed Building Elements		
	Porch	No
	Stoop	No
	Balcony	No
	Gallery	Yes
	Awning/Canopy	Yes
	Forecourt	Yes

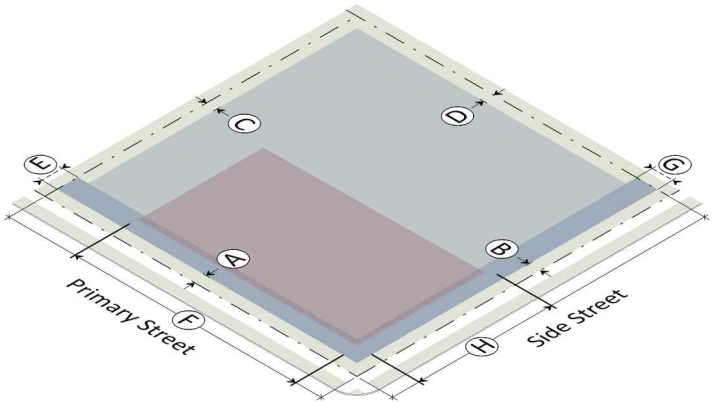
Sec. 3.5. General Building

1. Lot



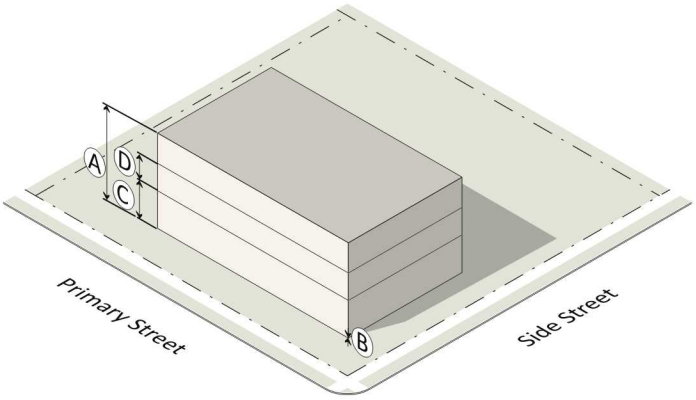
Lot Dimensions		
Ⓐ	Lot area (min)	5,000 SF
Ⓑ	Lot width (min)	50'
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	10%

2. Placement



Building Setbacks		
Ⓐ	Primary street (min)	5'
Ⓑ	Side street (min)	5'
Ⓒ	Side interior (min)	0' or 5'
Ⓒ	Side interior, abutting protected district, RA-3 or RD-2 (min)	10'
Ⓓ	Rear (min)	0' or 5'
Ⓓ	Rear, abutting protected district, RA-3 or RD-2 (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	5' to 20'
Ⓕ	Building in primary street BTZ (min % of lot width)	70%
Ⓖ	Side street (min/max)	5' to 20'
Ⓗ	Building in side street BTZ (min % of lot width)	35%
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

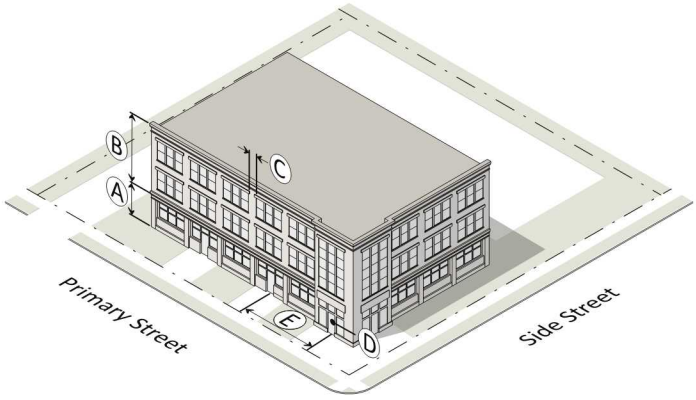
3. Height



Building Height		
Ⓐ	Building height (max)	
	EM-2	2 stories/35'
	MX-3, EM-3	3 stories/45'
	MX-4, EM-4	4 stories/60'
	MX-5	5 stories/75'
	EM-6	6 stories/90'
	EM-9	9 stories/135'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	

Story Height		
Ⓑ	Ground floor elevation	0'
Ⓒ	Ground story height, floor to ceiling (min)	11'
Ⓓ	Upper story height, floor to ceiling (min)	9'

4. Activation



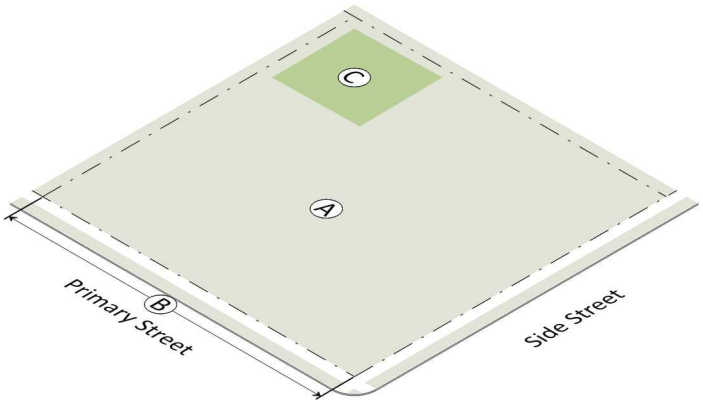
Transparency		
Ⓐ	Ground story (min)	40%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	35'

Pedestrian Access		
Ⓓ	Entrance facing primary street	Required
Ⓔ	Entrance spacing along primary street (max)	100'

Allowed Building Elements	
Porch	No
Stoop	No
Balcony	Yes
Gallery	Yes
Awning/Canopy	Yes
Forecourt	Yes

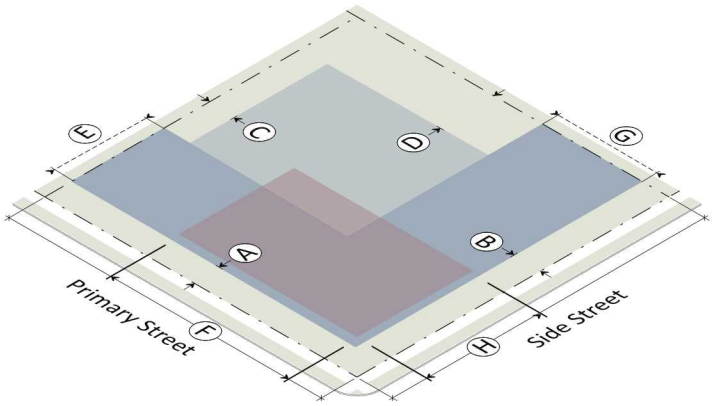
Sec. 3.6. Civic Building

1. Lot



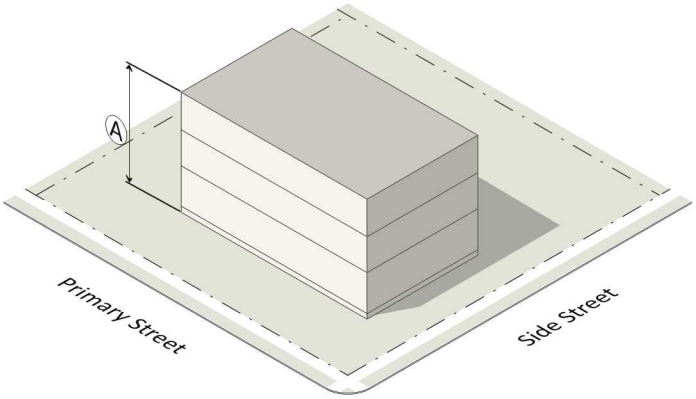
Lot Dimensions		
Ⓐ	Lot area (min)	5,000 SF
Ⓑ	Lot width (min)	50'
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	10%

2. Placement



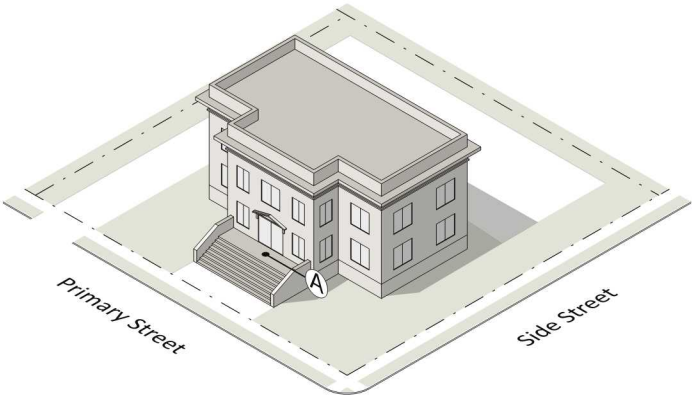
Building Setbacks		
Ⓐ	Primary street (min)	10'
Ⓑ	Side street (min)	10'
Ⓒ	Side interior (min)	10'
Ⓓ	Rear (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	10' to 40'
Ⓕ	Building in primary street BTZ (min % of lot width)	40%
Ⓖ	Side street (min/max)	10' to 40'
Ⓗ	Building in side street BTZ (min % of lot width)	20%
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

3. Height



Building Height	
Ⓐ Building height (max)	
EM-2	2 stories/35'
RA-3, MX-3, EM-3	3 stories/45'
MX-4, MX-5, EM-4, EM-6, EM-9	4 stories/55'
Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	

4. Activation



Pedestrian Access	
Ⓐ Entrance facing primary street	Required
Allowed Building Elements	
Porch	Yes
Stoop	Yes
Balcony	Yes
Gallery	Yes
Awning/Canopy	Yes
Forecourt	Yes

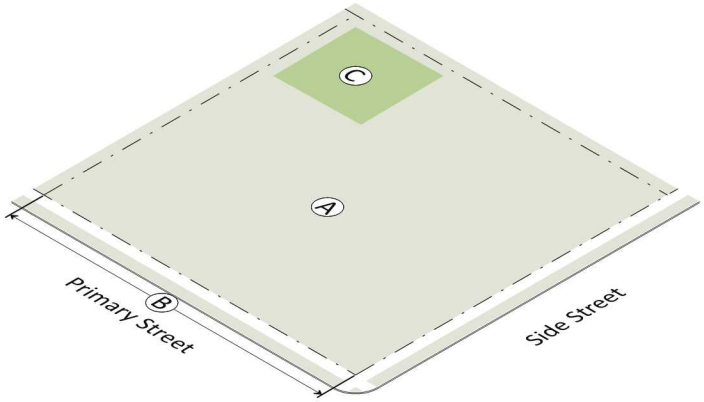
Uses Allowed in a Civic Building Type

Only the following uses are allowed in a civic building type (see *Sec. 4.4. Permitted Use Table)*:

- College, university.
- Museum, library.
- Place of worship,
- School (K-12).

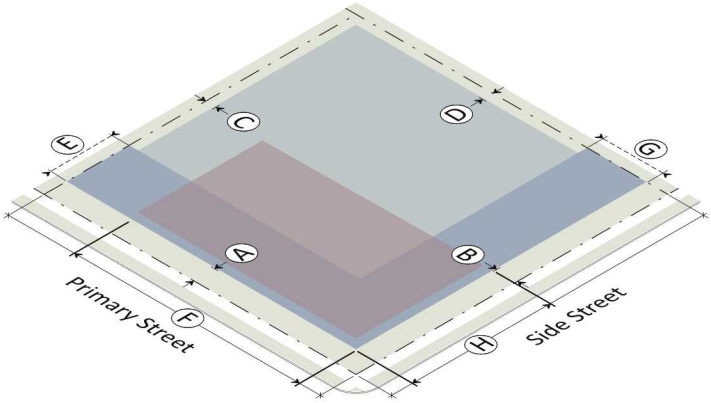
Sec. 3.7. Apartment Building

1. Lot



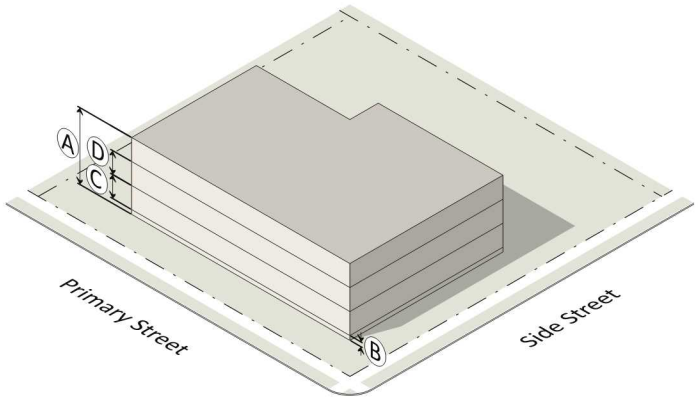
Lot Dimensions		
Ⓐ	Lot area (min)	12,500 SF
Ⓑ	Lot width (min)	100'
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	10%

2. Placement



Building Setbacks		
Ⓐ	Primary street (min)	10'
Ⓑ	Side street (min)	10'
Ⓒ	Side interior (min)	0' or 5'
Ⓒ	Side interior, abutting protected district, RA-3 or RD-2 (min)	10'
Ⓓ	Rear (min)	0' or 5'
Ⓓ	Rear, abutting protected district, RA-3 or RD-2 (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	10' to 20'
Ⓕ	Building in primary street BTZ (min % of lot width)	70%
Ⓖ	Side street (min/max)	10' to 20'
Ⓗ	Building in side street BTZ (min % of lot width)	35%
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

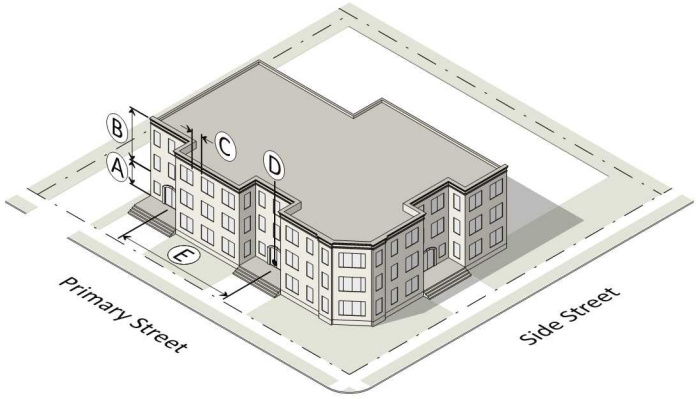
3. Height



Building Height		
Ⓐ	Building height (max)	
	EM-2	2 stories/35'
	MX-3, EM-3	3 stories/45'
	MX-4, MX-5	4 stories/55'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	

Story Height		
Ⓑ	Ground floor elevation (min)	2'
Ⓒ	Ground story height, floor to ceiling (min)	10'
Ⓓ	Upper story height, floor to ceiling (min)	9'

4. Activation



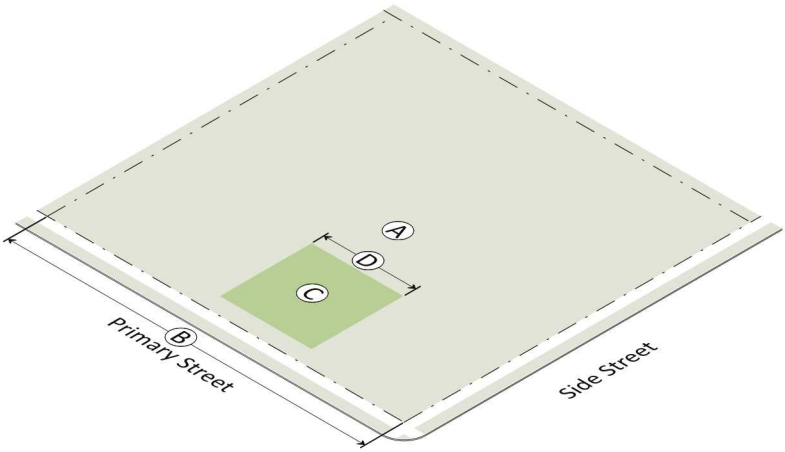
Transparency		
Ⓐ	Ground story (min)	20%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	35'

Pedestrian Access		
Ⓓ	Entrance facing primary street	Required
Ⓔ	Entrance spacing along primary street (max)	100'

Building Elements		
	Porch	Allowed
	Stoop	Allowed
	Balcony	Allowed
	Gallery	Not allowed
	Awning/Canopy	Allowed
	Forecourt	Allowed

Sec. 3.8. Apartment Court

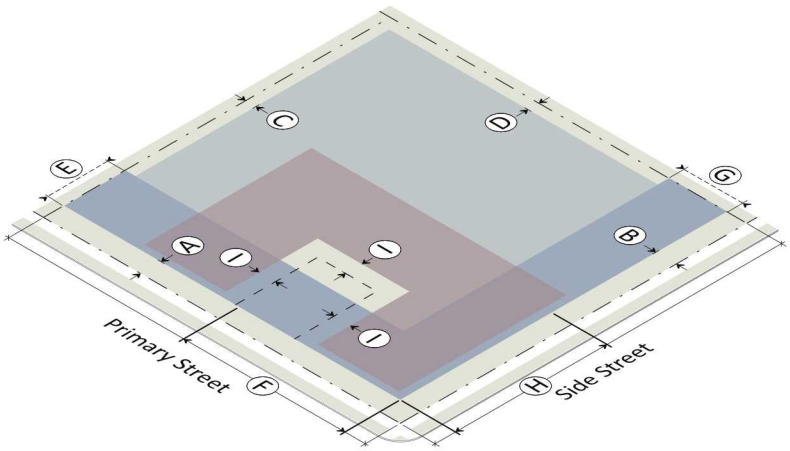
1. Lot



Lot Dimensions		
Ⓐ	Lot area (min)	30,000 SF
Ⓑ	Lot width (min)	150'
Courtyard Dimensions		
Ⓒ	Area (min)	2,000 SF
Ⓒ	% of outdoor amenity space (min)	10%
Ⓓ	Width (min)	45'

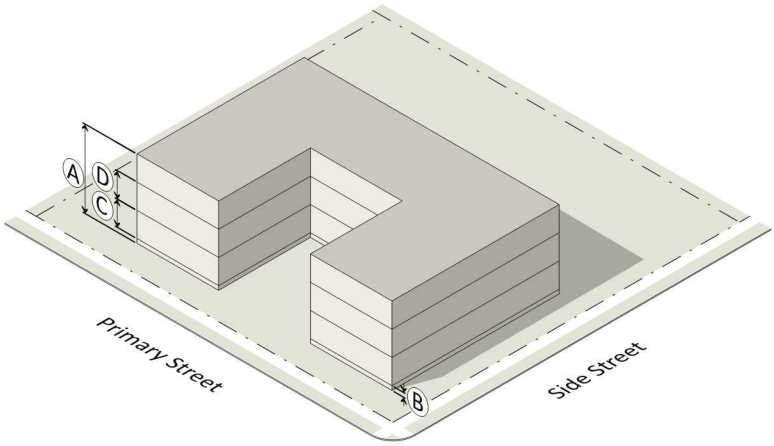
Area devoted to courtyard counted toward outdoor amenity space.

2. Placement



Building Setbacks		
Ⓐ	Primary street (min)	10'
Ⓑ	Side street (min)	10'
Ⓒ	Side interior (min)	0' or 5'
Ⓒ	Side interior, abutting protected district, RA-3 or RD-2 (min)	10'
Ⓓ	Rear (min)	0' or 5'
Ⓓ	Rear, abutting protected district, RA-3 or RD-2 (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	10' to 20'
Ⓕ	Building in primary street BTZ (min % of lot width)	40%
Ⓖ	Side street (min/max)	10' to 20'
Ⓗ	Building in side street BTZ (min % of lot width)	40%
Courtyard Encroachment		
Ⓘ	Porch including steps (max)	8'
Ⓘ	Balcony (max)	6'
Parking Location		
Ⓙ	On-site parking not allowed between the building and the street	

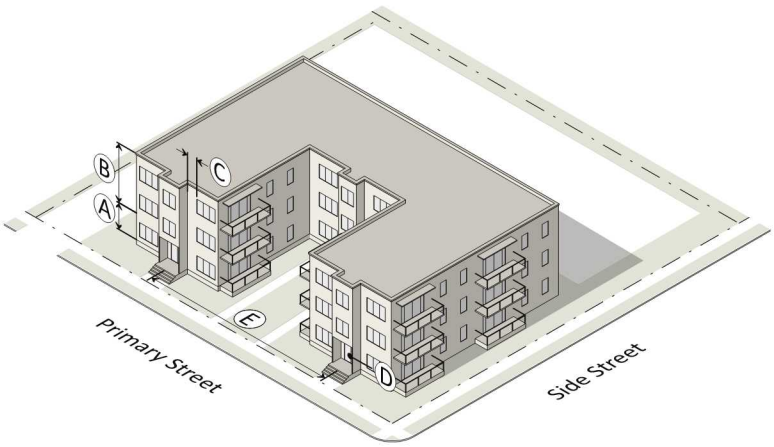
3. Height



Building Height		
Ⓐ	Building height (max)	
	EM-2	2 stories/35'
	MX-3, EM-3	3 stories/45'
	MX-4, MX-5	4 stories/55'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	

Story Height		
Ⓑ	Ground floor elevation (min)	2'
Ⓒ	Ground story height, floor to ceiling (min)	10'
Ⓓ	Upper story height, floor to ceiling (min)	9'

4. Activation



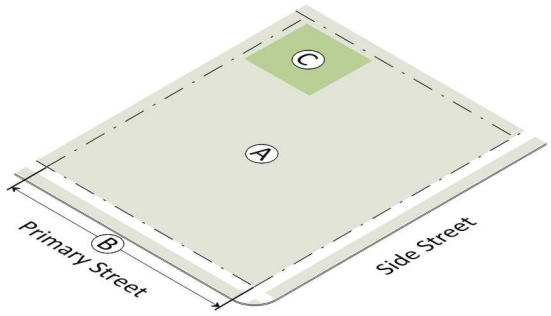
Transparency		
Ⓐ	Ground story (min)	20%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	35'

Pedestrian Access		
Ⓓ	Entrance facing primary street	Required
Ⓔ	Entrance spacing along primary street (max)	100'

Building Elements	
Porch	Allowed
Stoop	Allowed
Balcony	Allowed
Gallery	Not allowed
Awning/Canopy	Allowed
Forecourt	Not allowed

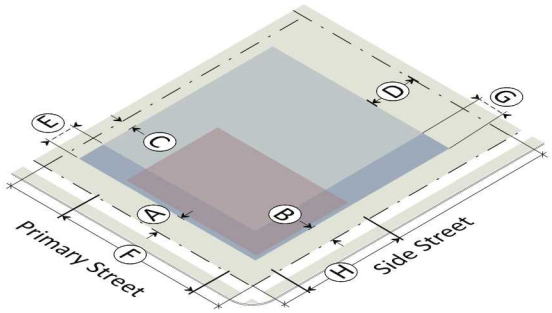
Sec. 3.9. Garden Apartment

1. Lot



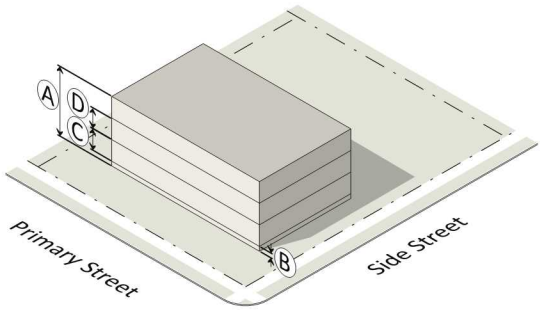
Lot Dimensions		
Ⓐ	Lot area (min)	12,500 SF
Ⓑ	Lot width (min)	100'
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	10%
Ⓓ	Dwelling units per building (max)	12

2. Placement



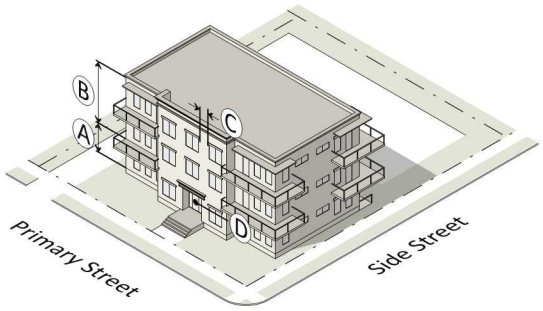
Building Setbacks		
Ⓐ	Primary street (min)	10'
Ⓑ	Side street (min)	10'
Ⓒ	Side interior (min)	5'
Ⓒ	Side interior, abutting protected district or RD-2 (min)	10'
Ⓓ	Rear (min)	20'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	10' to 20'
Ⓕ	Building in primary street BTZ (min % of lot width)	70%
Ⓖ	Side street (min/max)	10' to 20'
Ⓗ	Building in side street BTZ (min % of lot width)	35%
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

3. Height



Building Height		
Ⓐ	Building height (max)	
	EM-2	2 stories/35'
	RA-3, EM-3, MX-3, MX-4, MX-5	3 stories/45'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	
Story Height		
Ⓑ	Ground floor elevation (min)	2'
Ⓒ	Ground story height, floor to ceiling (min)	10'
Ⓓ	Upper story height, floor to ceiling (min)	9'

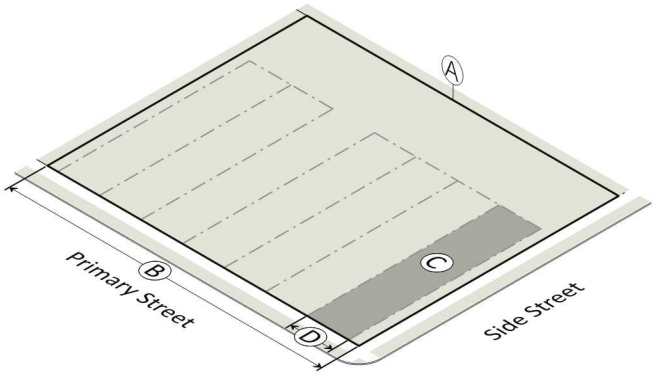
4. Activation



Transparency		
Ⓐ	Ground story (min)	20%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	35'
Pedestrian Access		
Ⓓ	Entrance facing primary street	Required
Ⓔ	Entrance spacing along primary street (max)	100'
Building Elements		
	Porch	Allowed
	Stoop	Allowed
	Balcony	Allowed
	Gallery	Not allowed
	Awning/Canopy	Allowed
	Forecourt	Allowed

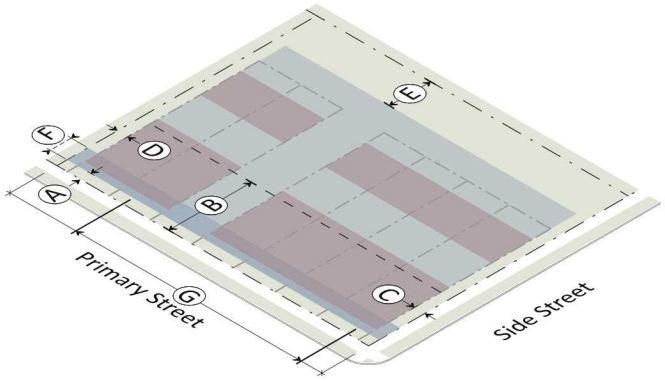
Sec. 3.10. Stacked Flat

1. Lot



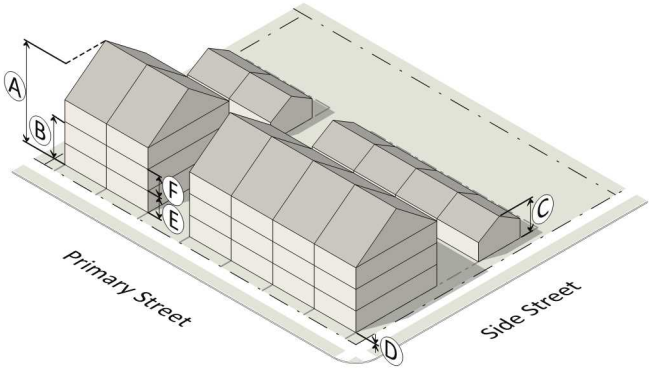
Site Dimensions		
Ⓐ	Site area (min)	12,500 SF
Ⓑ	Site width (min)	100'
Lot Dimensions		
Ⓒ	Lot area (min)	1,300 SF
Ⓓ	Unit width (min/max)	20' to 30'

2. Placement



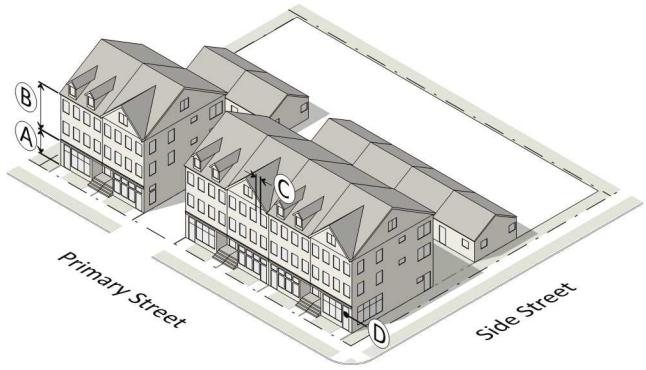
Building Setbacks		
Ⓐ	Primary street - principal buildings (min)	5'
Ⓑ	Primary street - accessory structures (min)	40'
Ⓒ	Side street (min)	5'
Ⓓ	Side interior, end unit only (min)	5'
Ⓓ	Side interior, abutting protected district, RA-3 or RD-2 (min)	10'
Ⓔ	Rear (min)	20'
Ⓔ	Abutting alley	4' or 20' min
Build-to Zone (BTZ)		
Ⓕ	Primary street (min/max)	5' to 10'
Ⓖ	Building in primary street BTZ (min % of lot width)	70%
Parking Location		
Ⓗ	On-site parking not allowed between the building and the street	

3. Height



Building Height		
Ⓐ	Principal building (max)	
	EM-2	2 stories/35'
	EM-3, MX-3, MX-4, MX-5	3 stories/45'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	
Ⓑ	Principal building (min)	2 stories
Ⓒ	Accessory structure (max)	24'
Story Height		
Ⓓ	Ground floor elevation	0′
Ⓔ	Ground story height, floor to ceiling (min)	12′
Ⓕ	Upper story height, floor to ceiling (min)	9′

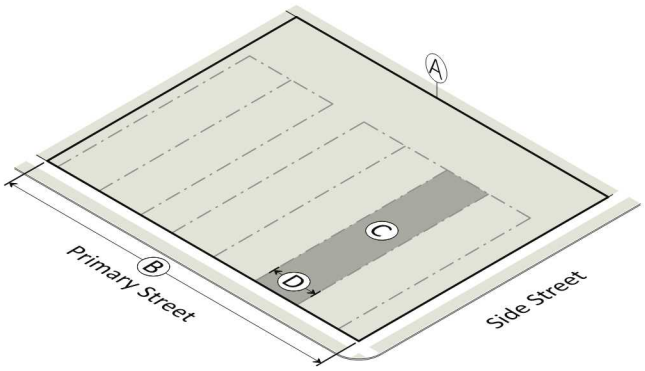
4. Activation



Transparency		
Ⓐ	Ground story (min)	40%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	35'
Pedestrian Access		
Ⓓ	Entrance facing primary street (each ground floor unit)	Required
Building Elements		
	Porch	Not allowed
	Stoop	Allowed
	Balcony	Allowed
	Gallery	Not allowed
	Awning/Canopy	Allowed
	Forecourt	Not allowed

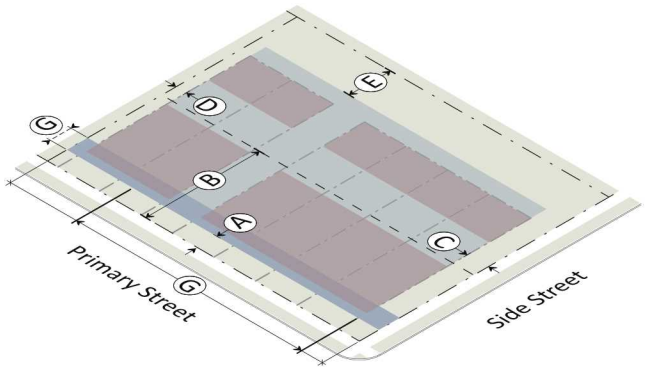
Sec. 3.11. Townhouse

1. Lot



Site Dimensions		
Ⓐ	Site area (min)	10,000 SF
Ⓑ	Site width (min)	100'
Lot Dimensions		
Ⓒ	Lot area (min)	1,300 sf
Ⓓ	Dwelling unit width (min/max)	20' to 30'
Ⓔ	RA-3: Dwelling units per building (max)	6

2. Placement

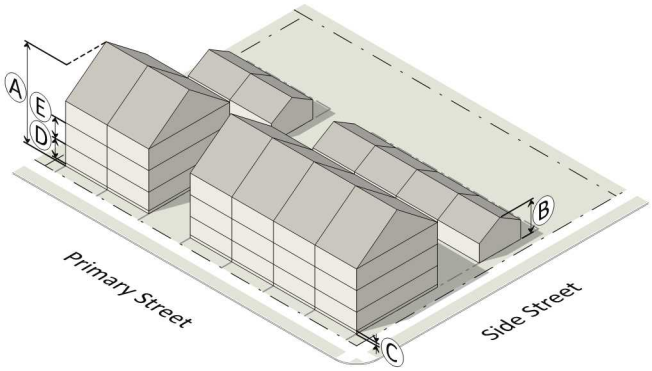


Building Setbacks		
Ⓐ	Primary street - principal buildings (min)	5'
Ⓑ	Primary street - accessory structures (min)	40'
Ⓒ	Side street (min)	10'
Ⓓ	Side interior, end unit only (min)	5'
Ⓓ	Side interior, abutting protected district or RD-2 (min)	10'
Ⓔ	Rear (min)	20'
Ⓔ	Abutting alley	4' or 20' min
Build-to Zone (BTZ)		
Ⓕ	Primary street (min/max)	5' to 15'
Ⓖ	Building in primary street BTZ (min % of lot width)	70%

Parking Location

1. On-site parking is not allowed between the building and the street.
2. Parking must be placed entirely to the rear of the townhouse and be rear-accessed.
3. Front-loaded townhouses are not allowed.
4. Garage doors must face the rear alley.

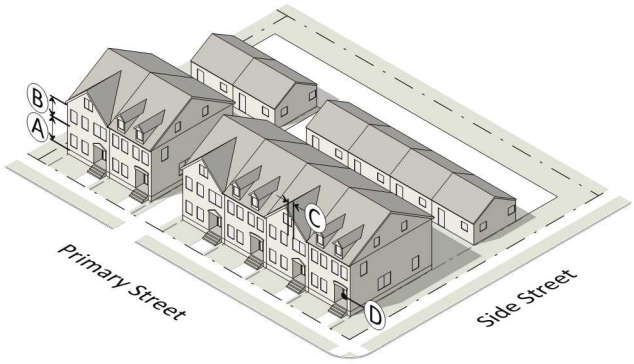
3. Height



Building Height		
Ⓐ	Principal building (max)	
	EM-2	2 stories/35'
	RA-3, EM-3, MX-3, MX-4, MX-5	3 stories/45'
	Reduced height may be required when abutting a protected district (see *Sec. 3.17.O*)	
Ⓑ	Accessory structure (max)	24'

Story Height		
Ⓒ	Ground floor elevation (min)	2′
Ⓓ	Ground story height, floor to ceiling (min)	10′
Ⓔ	Upper story height, floor to ceiling (min)	9′

4. Activation



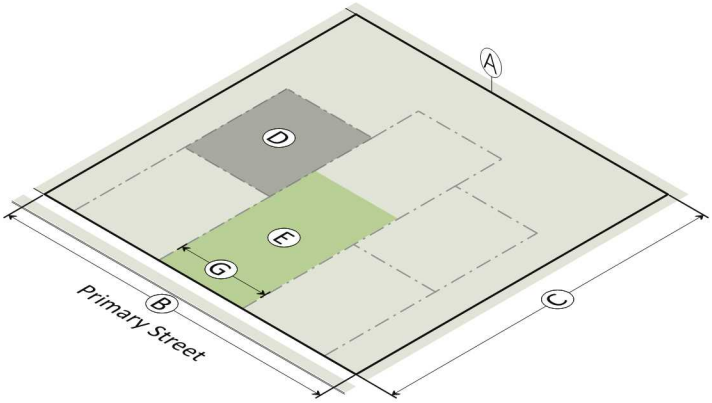
Transparency		
Ⓐ	Ground story (min)	20%
Ⓑ	Upper story (min)	20%
Ⓒ	Blank wall area (max)	35'

Pedestrian Access		
Ⓓ	Entrance facing primary street (each ground floor unit)	Required

Building Elements		
	Porch	Allowed
	Stoop	Allowed
	Balcony	Allowed
	Gallery	Not allowed
	Awning/Canopy	Not allowed
	Forecourt	Not allowed

Sec. 3.12. Cottage Court

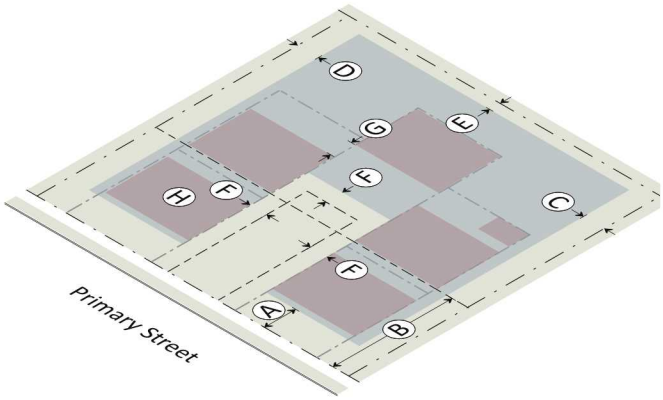
1. Lot



Site Dimensions		
Ⓐ	Site area (min)	22,500 SF
	Site area per detached house (min)	4,500 SF
	Detached houses per site (max)	9
Ⓑ	Site width (min)	150'
Ⓒ	Site depth (min)	150'
Lot Dimensions		
Ⓓ	Lot area (min)	1,200 SF
Courtyard		
Ⓔ	Area (min)	3,000 SF
Ⓕ	Courtyard area per detached house (min)	600 SF
Ⓖ	Width (min)	40'

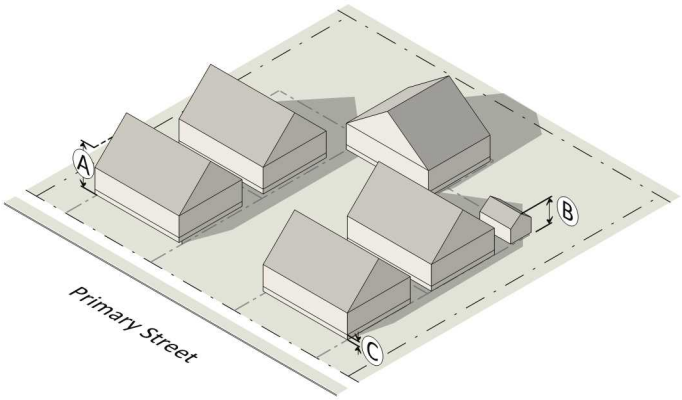
A cottage lot abutting a courtyard that meets the above standards meets the platting requirements for frontage on an improved public street.

2. Placement



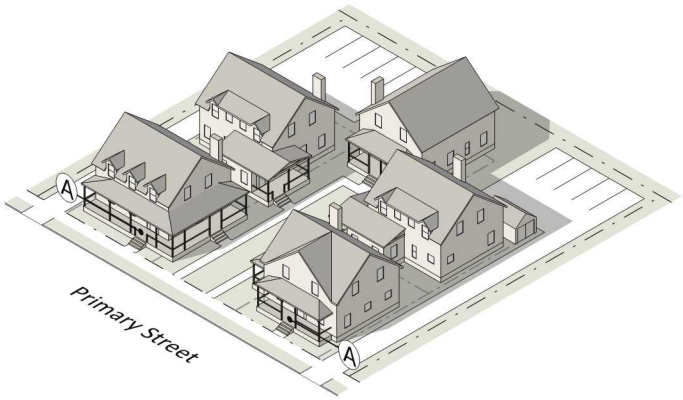
Building Setbacks		
Ⓐ	Primary street - principal buildings (min)	15'
Ⓑ	Primary street - accessory structures (min)	30'
Ⓒ	Side street (min)	10'
Ⓓ	Side interior (min)	5'
Ⓔ	Rear (min)	10'
Ⓔ	Abutting alley	4'or 20' min
Ⓕ	Abutting courtyard	0'
Placement Limitations		
Ⓖ	Building separation (min)	10'
Ⓗ	Principal building footprint (max)	1,200 SF
Parking Location		
Ⓘ	On-site parking not allowed between the building and the street	

3. Height



Building Height		
Ⓐ	Principal buildings (max)	
	RD-2	1 story/25'
	RA-3	2 stories/40'
Ⓑ	Accessory structures (max)	18'
Story Height		
Ⓒ	Ground floor elevation (min)	2′

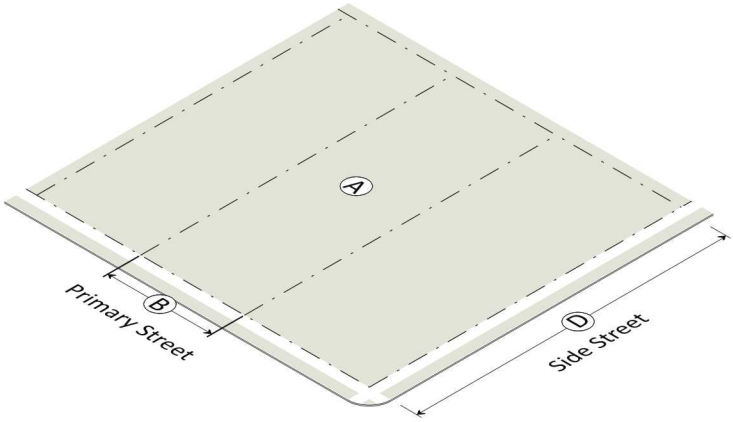
4. Activation



Pedestrian Access		
Ⓐ	Entrance facing primary street	Required for end units
Building Elements		
	Porch	Allowed
	Stoop	Allowed
	Balcony	Allowed
	Gallery	Not allowed
	Awning/Canopy	Not allowed
	Forecourt	Not allowed

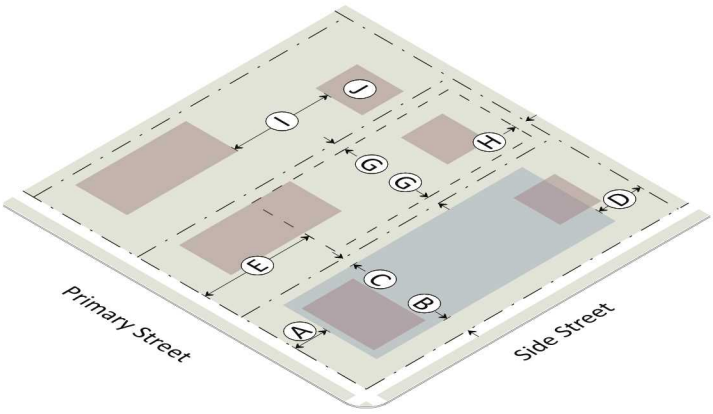
Sec. 3.13. Detached House

1. Lot



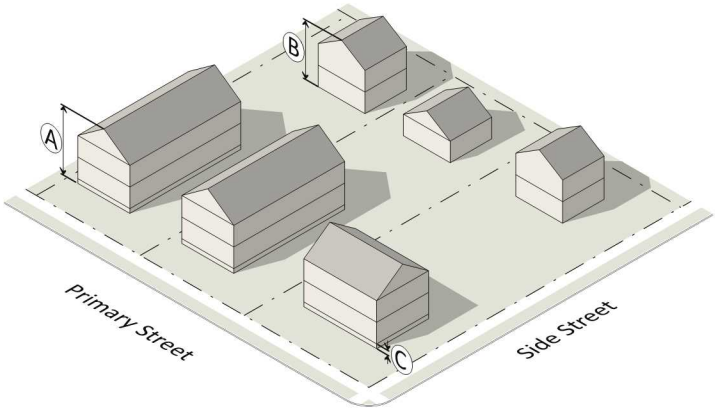
Lot Dimensions		
Ⓐ	Lot area (min)	7,500 SF
Ⓐ	Lot area - rear loaded (min)	5,000 SF
Ⓑ	Lot width (min)	50'
Ⓑ	Lot width - rear loaded (min)	40'
Ⓒ	Dwelling units per lot (max)	1
Additional Requirements with Carriage House		
Ⓓ	Lot depth (min)	120'
Ⓔ	Additional detached dwelling unit (max)	1
Ⓕ	Additional on-site parking (min)	1 space

2. Placement



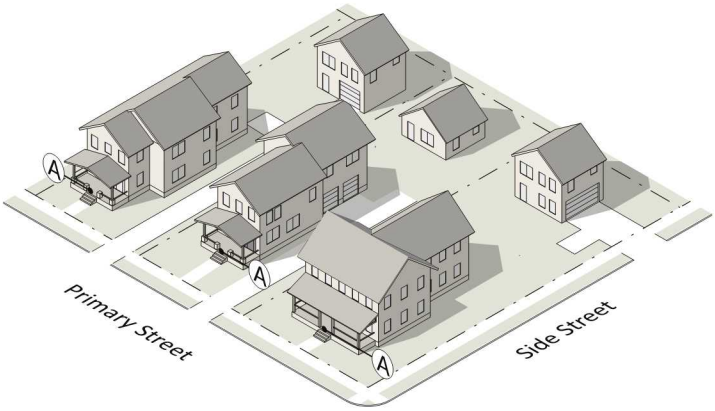
Principal Building Setbacks		
Ⓐ	Primary street (min)	15'
Ⓑ	Side street (min)	10'
Ⓒ	Side interior (min)	5'
Ⓓ	Rear (min)	20'
Ⓓ	Abutting alley	4'or 20' min
Accessory Structure/Carriage House Setbacks		
Ⓔ	Primary street (min)	50'
Ⓕ	Side street (min)	10'
Ⓖ	Side interior (min)	5'
Ⓗ	Rear (min)	5'
Ⓗ	Abutting alley	4' or 20' min
Accessory Structure/Carriage House Limitations		
Ⓘ	Building separation (min)	10'
Ⓙ	Conditioned space (max)	600 sf
Parking Location		
Ⓚ	The combined parking and driveway area cannot be more than 40% of the area between the front building facade and the front property line. Any parking in the front setback must have sufficient depth so that parked cars do not encroach on the adjacent sidewalk.	

3. Height



Building Height		
Ⓐ	Principal building (max)	
	RD-2	2 stories/35'
	RA-3	2 stories/40'
Ⓑ	Accessory structure (max)	24'
Story Height		
Ⓒ	Ground floor elevation (min)	2′

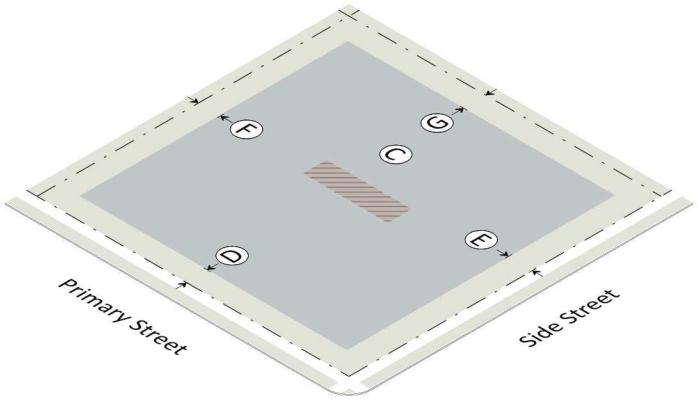
4. Activation



Pedestrian Access		
Ⓐ	Entrance facing primary street	Required
Building Elements		
	Porch	Allowed
	Stoop	Allowed
	Balcony	Allowed
	Gallery	Not allowed
	Awning/Canopy	Not allowed
	Forecourt	Not allowed

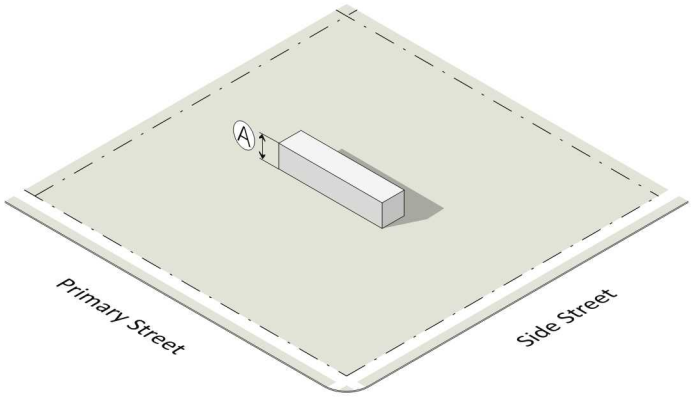
Sec. 3.14. Special Rules for the OS District

1. Lot, Placement



Lot Dimensions		
Ⓐ	Lot area (min)	--
Ⓑ	Lot width (min)	--
Lot Parameters		
Ⓒ	% of outdoor amenity space (min)	95%
All Building Setbacks		
Ⓓ	Primary street (min)	10'
Ⓔ	Side street (min)	10'
Ⓕ	Side interior (min)	10'
Ⓖ	Rear (min)	10'
Parking Location		
Ⓗ	No on-site parking allowed	

2. Height

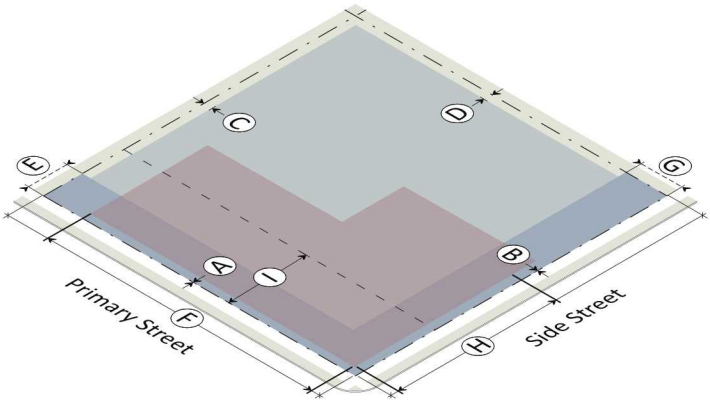


Building Height		
Ⓐ	Building height (max)	20'

Sec. 3.15. Special Rules for the -HS Overlay District

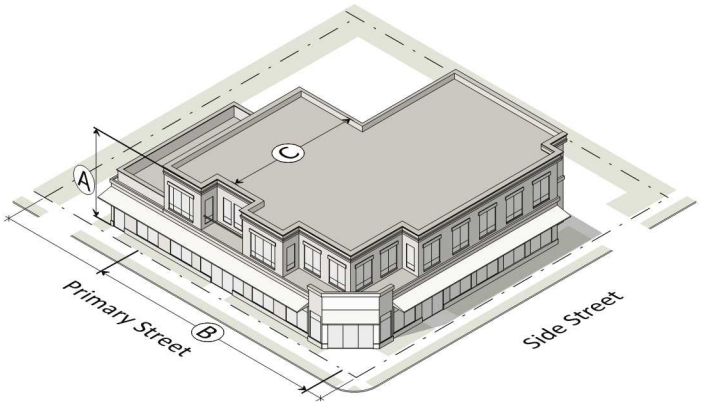
Where the -HS Overlay District applies, the underlying district requirements must be met except as expressly shown below.

1. Lot, Placement



Building Setbacks		
Ⓐ	Primary street (min)	0'
Ⓑ	Side street (min)	0'
Ⓒ	Side interior (min)	0' or 5'
Ⓓ	Rear (min)	0' or 5'
Ⓓ	Abutting alley (min)	5'
Build-to Zone (BTZ)		
Ⓔ	Primary street (min/max)	0' to 15'
Ⓕ	Building in primary street BTZ (min % of lot width)	90%
Ⓖ	Side street (min/max)	0' to 15'
Ⓗ	Building in side street BTZ (min % of lot width)	45%
	The required BTZ may be reduced to accommodate no more than one 20-foot driveway	
Parking Setbacks		
Ⓘ	All on-site surface parking spaces must be set back at least 30 feet from the Hardy Street right-of-way line	

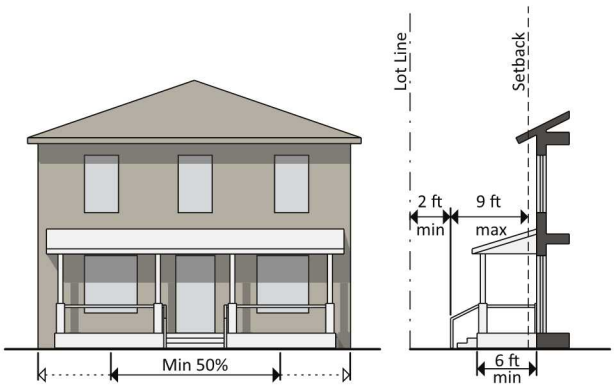
2. Height

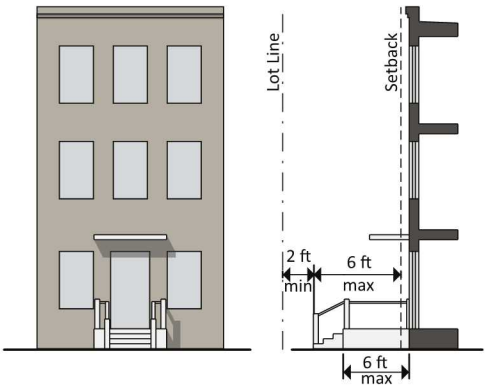


Building Height		
Ⓐ	Building height (min)	2 stories
Ⓑ	Street facing facade at min height (min % of lot width)	75%
Ⓒ	Depth of min height from street-facing building facade into lot (min)	50'

Sec. 3.16. Building Elements

Individual building elements are allowed or required by each specific building type (see *Sec. 3.3* to *Sec. 3.13*).





A. Porch

1. Defined

A raised structure attached to a building, forming a covered entrance to a doorway.

2. Standards

a. A front porch must be at least 6 feet deep (not including the steps).

b. A front porch must be contiguous, with a width not less than 50% of the building facade from which it projects.

c. A front porch must be roofed and may be screened, but cannot be fully enclosed.

d. A front porch may extend up to 9 feet, including the steps, into a required setback, provided that such extension is at least 2 feet from the vertical plane of any lot line.

e. A front porch may not encroach into the public right-of-way.

B. Stoop

1. Defined

A small raised platform that serves as an entrance to a building.

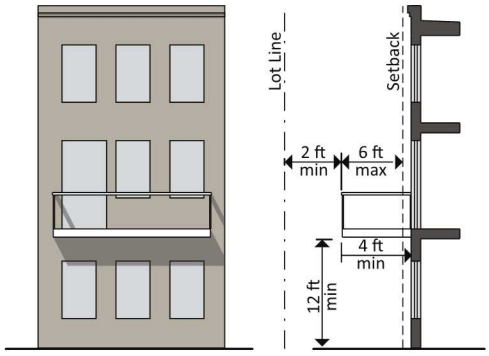
2. Standards

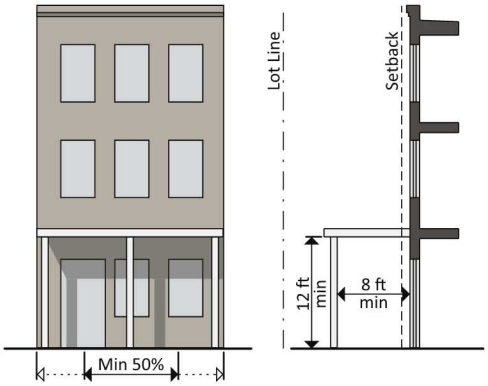
a. A stoop must be no more than 6 feet deep (not including the steps).

b. A stoop may be covered but cannot be fully enclosed.

c. A stoop may extend up to 6 feet, including the steps, into a required setback, provided that such extension is at least 2 feet from the vertical plane of any lot line.

d. A stoop may not encroach into the public right-of-way.





C. Balcony

1. Defined

A platform projecting from the wall of a building with a railing along its outer edge, often with access from a door or window.

2. Standards

a. A balcony must be at least 4 feet deep and may extend up to 6 feet into a required setback, provided that such extension is at least 2 feet from the vertical plane of any lot line, with the exception of paragraph b. below.

b. A balcony may encroach over a public sidewalk within the public right-of-way, if such encroachment is approved by the City Engineer.

c. A balcony must have a clear height above the sidewalk of at least 12 feet.

d. A balcony may be covered and screened, but cannot be fully enclosed.

D. Gallery

1. Defined

A covered passage extending along the outside wall of a building supported by arches or columns that is open on 3 sides.

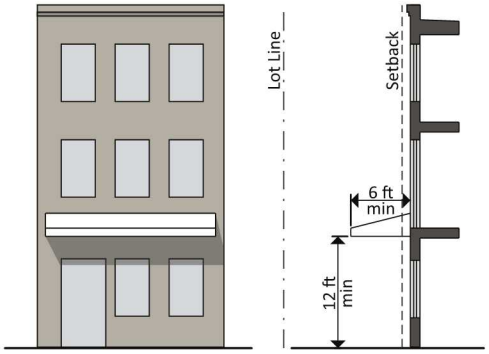
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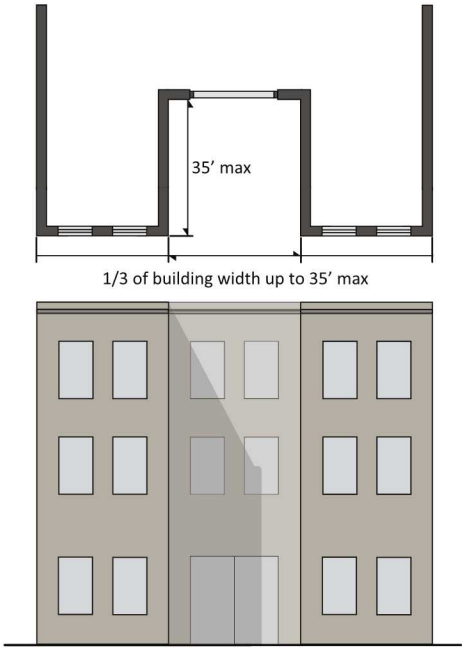
a. A gallery must have a clear depth from the support columns to the building's facade of at least 8 feet and a clear height above the sidewalk of at least 12 feet.

b. A gallery must be contiguous and extend over at least 50% of the width of the building facade from which it projects.

c. A gallery may extend into a required setback.

d. A gallery may encroach over a public sidewalk within the public right-of-way, if such encroachment is approved by the City Engineer.





E. Awning/Canopy

1. Defined

A wall-mounted, cantilevered structure providing shade and cover from the weather for a sidewalk.

2. Standards

a. An awning/canopy must be a minimum of 12 feet clear height above the sidewalk and must have a minimum depth of 6 feet.

b. An awning/canopy may extend into a required setback.

c. An awning/canopy may encroach over a public sidewalk within the public right-of-way, if such encroachment is approved by the City Engineer.

F. Forecourt

1. Defined

An open area at grade or within 30 inches of grade that serves as an open space, plaza or outdoor dining area.

2. Standards

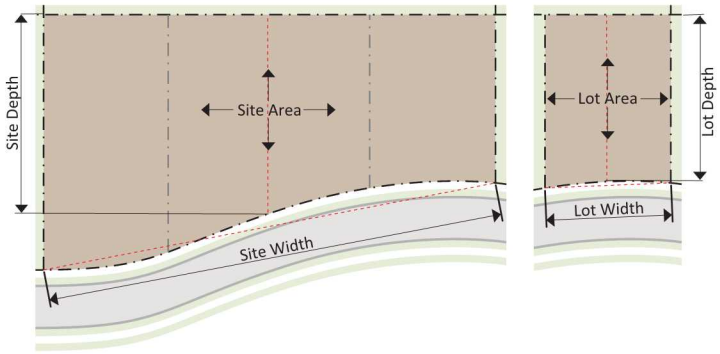
a. A forecourt must be no more than 1/3 of the width of the building face and in no case wider than 35 feet in width.

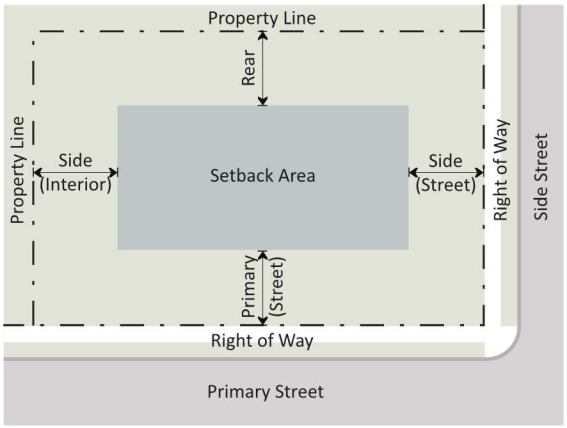
b. A forecourt may be no more than 35 feet in depth.

c. A maximum of one forecourt is permitted per lot.

d. A forecourt meeting the above requirements is considered part of the building for the purpose of measuring the build-to zone.

Sec. 3.17. Rules for All Building Types





A. Site

1. Defined

A site is any lot or group of contiguous lots owned or controlled by the same person or entity, assembled for the purpose of a single development.

2. Site Area

Site area is the area included within the rear, side and front lot lines of the site. Site area does not include existing or proposed right-of-way, whether dedicated or not dedicated to public use.

3. Site Width

Site width is the distance between the side lot lines of the site (generally running parallel to a street) measured at the primary street property line along a straight line or along the chord of the property line on a curvilinear lot.

4. Site Depth

Site depth is the distance between the front and rear property lines measured along a line midway between the side property lines.

B. Lot

1. Defined

A parcel of land either vacant or occupied intended as a unit for the purpose, whether immediate or for the future, of transfer of ownership or possession, or for development.

2. Lot Area

Lot area is the area included within the rear, side and front lot lines. Lot area does not include existing or proposed right-of-way, whether dedicated or not dedicated to public use.

3. Lot Width

Lot width is the distance between the side lot lines of the lot (generally running parallel to a street) measured at the primary street property line along a straight line or along the chord of the property line on a curvilinear lot.

4. Lot Depth

Lot depth is the distance between the front and rear property lines measured along a line midway between the side property lines.

5. Lot Frontage

Every lot must have frontage upon a public street or a specified courtyard for a cottage court.

C. Building Setbacks

1. Generally

There are 4 types of setbacks – primary street, side street, side interior and rear.

2. Measurement of Building Setbacks

a. Primary and side street setbacks are measured from the edge of the right-of-way.

b. Side interior setbacks are measured from the side property line.

c. When the side interior setback is 0 or 5 feet, the building or structure must be placed on the side property line or be placed a minimum of 5 feet from the side property line.

d. Rear setbacks are measured from the rear property line or the edge of the right-of-way where there is an alley.

e. When the rear setback is 4 or 20 feet, the building or structure must be placed exactly 4 feet from the rear property line or be placed a minimum of 20 feet from the rear property line.

3. Primary and Side Street Designation

a. Where only one street abuts a lot, that street is considered a primary street.

b. Where more than one street abuts a lot, all of the streets are considered primary streets, except that the following streets are designated as side streets:

i. 30th Avenue;

ii. Lorraine Street;

iii. 27th Avenue; and

iv. Adeline Street.

D. Setback Encroachments

All buildings and structures must be located at or behind required setbacks, except as listed below. Unless specifically stated no building or structure can extend into a required easement or public right-of-way.

1. Building Features

a. Porches, stoops, balconies, galleries and awnings/canopies can extend into a required setback as stated in *Sec. 3.16. Building Elements.*

b. Chimneys or flues may encroach up to 4 feet, provided that such extension is at least 2 feet from the vertical plane of any lot line.

c. Building eaves, roof overhangs and light shelves may encroach up to 4 feet, provided that such extension is at least 2 feet from the vertical plane of any lot line.

d. Bay windows, oriels and vestibules that are less than 10 feet wide may encroach up to 4 feet, provided that such extension is at least 2 feet from the vertical plane of any lot line.

e. Unenclosed fire escapes or stairways may encroach up to 4 feet into a required side or rear setback, provided that such extension is at least 5 feet from the vertical plane of any lot line.

f. Unenclosed and uncovered patios, decks or terraces may encroach up to 4 feet into a required side setback or up to 8 feet into a required rear setback, provided that such extension is at least 3 feet from the vertical plane of any lot line.

g. Cornices, belt courses, sills, buttresses or other similar architectural features may encroach up to 2 feet.

h. Handicap ramps may encroach to the extent necessary to perform their proper function.

i. Structures below and covered by the ground may encroach into a required setback.

2. Mechanical Equipment and Utility Lines

a. Mechanical equipment associated with residential uses, such as HVAC units and security lighting, may encroach into a required rear or side setback, provided that such extension is at least 3 feet from the vertical plane of any lot line.

b. Solar panels, wind turbines and rainwater collection or harvesting systems less than 10 feet in height may encroach into a required rear setback, provided that such extension is at least 5 feet from the vertical plane of any lot line.

c. Minor structures accessory to utilities (such as hydrants, manholes and transformers and other cabinet structures) may encroach into a required rear or side setback.

3. Other Setback Encroachments

a. *Sec. 5.2.B. Transitional Buffers.*

b. *Sec. 5.2.D. Fences and Walls.*

c. *Sec. 5.3. Signs.*

E. Courtyards

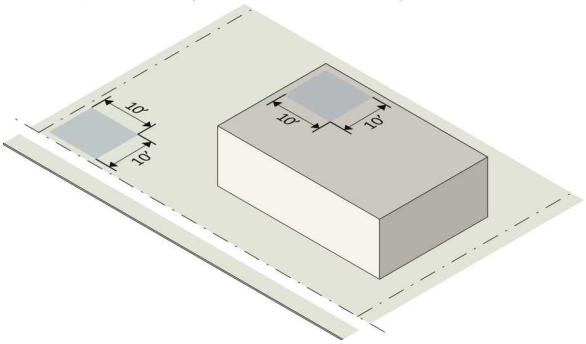
1. Where required, a courtyard must be one contiguous open area that meets the dimensional requirements under the specific building type.

2. A required courtyard must be provided at grade and cannot be built, parked or driven upon, except for emergency access and permitted temporary events.

F. Outdoor Amenity Space

1. Generally

Where required, outdoor amenity space must be provided on the lot and must be available for use by the occupants of the development.



2. Standards

a. Outdoor amenity space may be met in one contiguous open area or in multiple open areas on the lot; however, to receive credit the area must be at least 10 feet in width and length.

b. Outdoor amenity space may be located at or above grade, except in RD-2, RA-3 and OS where outdoor amenity space must be located at grade.

c. Active outdoor amenities include a playground, athletic court, pool deck, spray deck, promenade or dog park.

d. Passive park areas must include improvements such as trails, paths and seating areas. Formal or informal gardens, as well as greenbelts, are considered acceptable outdoor amenity areas.

e. Outdoor amenity space may include structures such as kiosks, bicycle racks, benches or other seating, sculpture, fountains and similar amenities. Such areas must not include signs unrelated to the amenities, utility areas, dumpsters or similar structures.

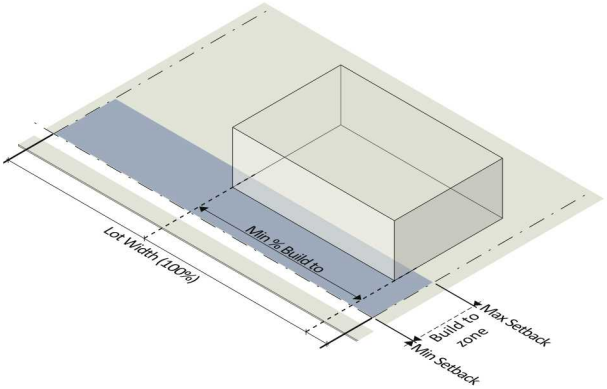
f. Outdoor amenity space provided at grade cannot be built, parked or driven upon, except for emergency access and permitted temporary events.

g. Outdoor amenity space provided above grade may be roofed but cannot be enclosed. Examples include a pavilion or gazebo.

G. Build-to Zone

1. Defined

a. The build-to zone is the area on the lot where a certain percentage of the front building facade must be located, measured as a minimum and maximum setback range from the edge of the right-of-way.

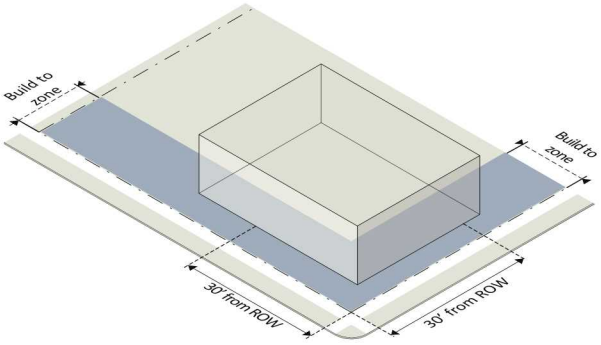


b. The required percentage specifies the amount of the front building facade that must be located in the build-to zone, measured based on the width of the building divided by the width of the lot.

c. The build-to requirement does not apply to a designated service street. 27th Avenue is a designated service street.

2. Corner Lots

On a corner lot, a building facade must be placed within the build-to zone for the first 30 feet along the street extending from the block corner, measured from the intersection of the two right-of-way lines.

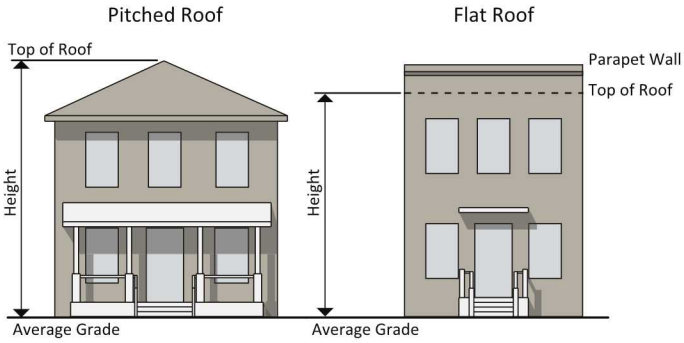


3. Uses Allowed

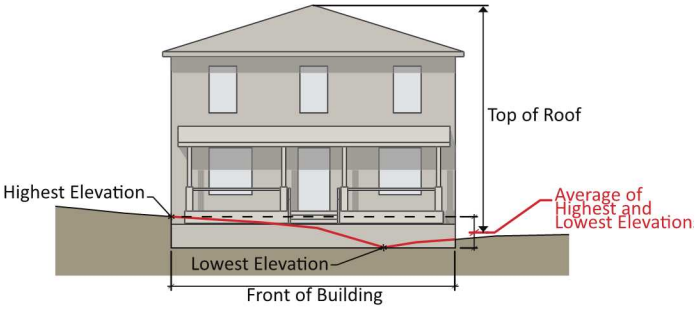
With the exception of parking spaces, all structures and uses allowed on the lot are allowed in the build-to zone. Does not include encroachment into a required setback unless specifically permitted.

H. Building Height

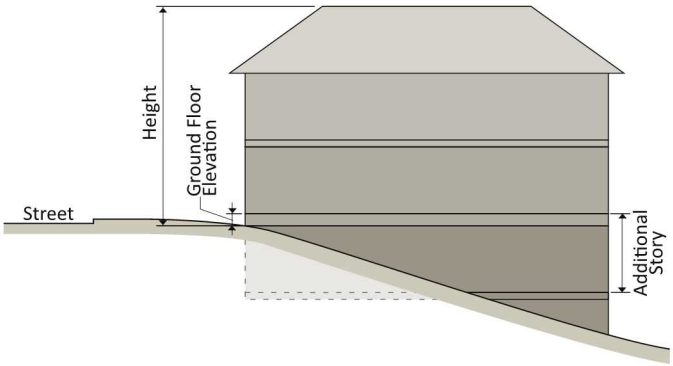
1. Building height is measured from average grade in both number of stories and feet to the top of the highest point of a pitched or flat roof.



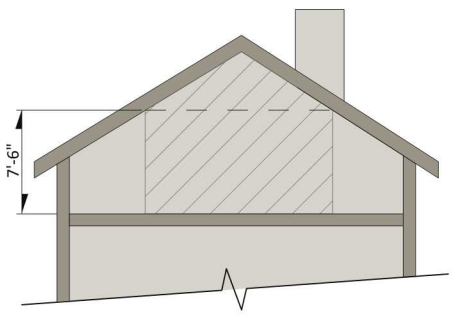
2. Average grade is determined by calculating the average of the highest and lowest elevation along natural or improved grade (whichever is more restrictive) along the front of the building parallel to the primary street setback line.



3. Where a lot slopes downward from the front property line, one story that is additional to the specified maximum number of stories may be built on the lower, rear portion of the lot.



4. An attic does not count as a story where 50% or more of the attic floor area has a clear height of less than 7½ feet; measured from the finished floor to the finished ceiling.



5. A basement with 50% or more of its perimeter wall area surrounded by natural grade is not considered a story.

I. Height Encroachments

Any height encroachment not specifically listed is expressly prohibited except where the Urban Development Director determines that the encroachment is similar to a permitted encroachment listed below.

1. The maximum height limits of the district do not apply to spires, belfries, cupolas, domes not intended for human occupancy; monuments, water tanks, water towers or other similar structures, which by design or function must exceed the established height limits.

2. The following accessory structures may exceed the established height limit of the district, provided they do not exceed the maximum height by more than 6 feet:

   a. Chimney, flue or vent stack;

   b. Flagpole;

   c. Parapet wall; and

   d. Solar panels or wind turbines.

3. The following accessory structures may exceed the established height limits, provided they do not exceed the maximum building height by more than 8 feet in the RD-2, RA-3, EM-2, EM-3, MX-3 Districts and 12 feet in the EM-4, EM-6, EM-9, MX-4, MX-5) Districts; do not occupy more than 25% of the roof area; and are set back at least 10 feet from the edge of the roof:

   a. Telecommunication structure;

   b. Unenclosed deck, patio or shade structure;

   c. Rooftop garden, trees, landscaping;

   d. Cooling tower;

   e. Elevator penthouse or bulkhead;

   f. Mechanical equipment; and

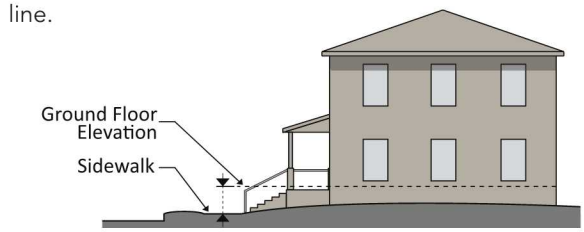
   g. Elevator or stairway access to roof.

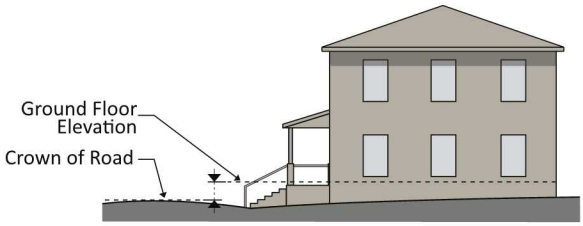
4. Any of the elements listed in paragraphs 2. and 3. above are considered accessory uses to the primary structure and must not be used for any purpose other than as uses incidental to the principal structures.

J. Ground Floor Elevation

1. Ground floor elevation is measured from the top of the abutting sidewalk or if no sidewalk exists, the average level of the center crown of the street to the top of the finished ground floor.

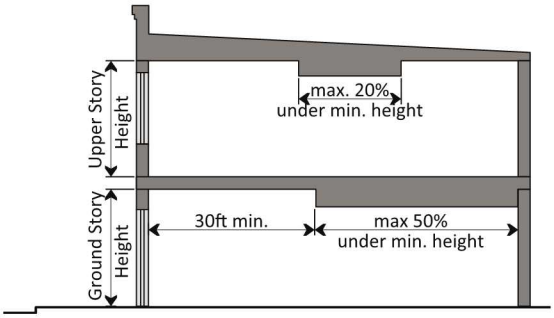
2. Minimum ground floor elevation applies to the first 30 feet of the lot measured from the right-of-way line.





K. Story Height

1. Story height is measured from the top of the finished floor to the ceiling above.



2. Minimum ground story height applies to the first 30 feet of the building measured inward from the street-facing facade. At least 50% of the ground story must meet the minimum height provisions.

3. At least 80% of each upper story must meet the minimum upper story height provisions.

L. Transparency

1. The minimum percentage of windows and doors that must cover a ground story facade is measured between 2 and 12 feet above the abutting sidewalk.



2. The minimum percentage of windows and doors that must cover an upper story facade is measured from the top of the finished floor to the top of the finished floor above. When there is no floor above, upper story transparency is measured from the top of the finished floor to the top of the wall plate.

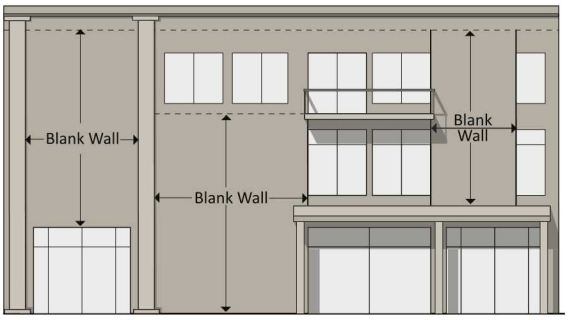
3. Transparency applies to primary and side street-facing facades only.

4. Glass is considered transparent where it has a transparency higher than 80% and external reflectance of less than 15%.

5. Windows cannot be made opaque by window treatments (except operable sunscreen devices within the conditioned space).

M. Blank Wall Area

1. Blank wall area means a portion of the exterior facade of the building that does not include: windows or doors; columns, pilasters or other articulation greater than 12 inches in depth; or a substantial material change (paint color is not considered a substantial change).



2. Blank wall area applies in both a vertical and horizontal direction.

3. Blank wall area applies to ground and upper story primary and side street-facing facades.

N. Pedestrian Access

1. An entrance providing both ingress and egress, operable to residents or customers at all times, is required to meet the street-facing entrance requirements. Additional entrances off another street, pedestrian area or internal parking area are permitted.

2. The entrance spacing requirements must be met for each building, but are not applicable to adjacent buildings.

3. An angled entrance may be provided at either corner of a building along the street to meet the street-facing entrance requirements.

O. Protected Districts

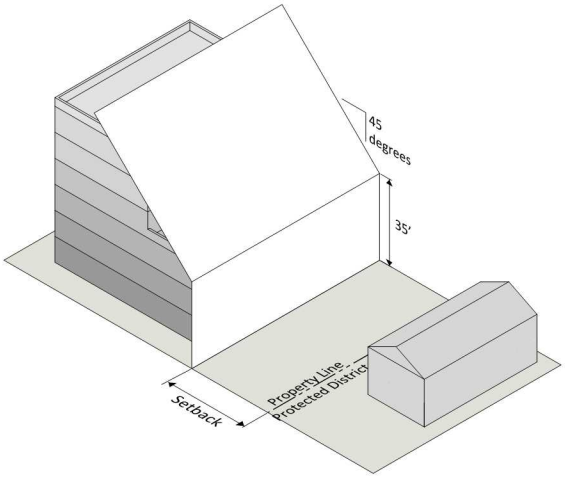
1. Applicability

a. Any protected district triggers the application of the following requirements.

b. A protected district is defined as any R-1A, R-1B, R-1C or R-2 district.

2. Bulk Plane

A bulk plane is required where a Midtown Form-Based Code District abuts a protected district. When abutting a protected district, a building must not extend into a 45-degree angular plane projecting over the subject property measured from a height of 35 feet at the side interior or rear setback line.



3. Buffer Strip

A buffer strip meeting the standards of *Sec. 5.2. Landscaping and Screening* is required where a Midtown Form-Based Code District abuts a protected district.

P. Building Materials

1. Applicability

The requirements of this section apply to all building facades.

2. Primary Materials

The following materials are required for not less than 75% of the building wall surface area on each facade:

a. Brick or masonry;

b. Cementitious siding;

c. Glass curtain wall;

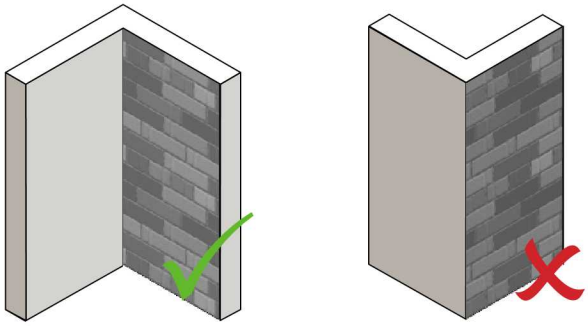
d. Stone;

e. Stucco (cementitious finish); and

f. Wood (only permitted in RD-2).

3. Material Change

Primary material changes must occur only at inside corners.



4. Accent Materials

The following materials may make up 25% of the building wall surface area on each facade:

a. Cementitious siding;

b. External Insulation Finishing System - EIFS (for trim and cornice elements only);

c. Glass block;

d. Gypsum Reinforced Fiber Concrete (GFRC—for trim elements only);

e. Metal (for beams, lintels, trim elements and ornamentation only);

f. Pre-cast masonry (for trim and cornice elements only);

g. Split-faced block (for piers, foundation walls and chimneys only); and,

h. Wood – for trim elements in all districts and for siding or shingles in the RD-2.

5. Alternate Materials

Alternate building materials or those not normally permitted as primary materials may be approved by the Midtown Development Review Committee.

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Article 4. Land Use

Sec. 4.1. Permitted Uses

A. This Article establishes the uses allowed in each district. A lot or building must be occupied with only the uses allowed on the permitted use table in *Sec. 4.4. Permitted Use Table.*

B. Any one or more land uses allowed in a district may be established on any lot within that district, subject to the permitted use table and in compliance with all applicable requirements of the Midtown Form-Based Code.

Sec. 4.2. Principal Uses

A. If a proposed use is not listed in the permitted use table, but is similar to a listed use, the Urban Development Director may allow the proposed use. When determining whether a proposed use is similar to a listed use, the Urban Development Director will consider the following criteria:

1. The actual or projected characteristics of the proposed use;
2. The relative amount of site area or floor area and equipment devoted to the proposed use;
3. Relative amounts of sales;
4. The customer type;
5. The relative number of employees;
6. Hours of operation;
7. Building and site arrangement;
8. Types of vehicles used and their parking requirements;
9. The number of vehicle trips generated;
10. Signs;
11. How the proposed use is advertised;
12. The likely impact on surrounding properties; and
13. Whether the activity is likely to be independent of the other activities on the site.

B. Where a use is determined not to be similar to any listed use, a text amendment is required prior to establishment of that use.

Sec. 4.3. Accessory Uses

A. Accessory uses and structures are permitted in conjunction with an allowed principal use. Accessory uses and structures must be accessory and clearly incidental and subordinate to a permitted principal use or structure.

B. No accessory use or structure may be established prior to the establishment of a permitted principal use or structure.

C. All accessory structures must meet the setback and height requirements of *Article 3. Building Types*. Minimum height requirements do not apply.

D. The Urban Development Director is authorized to determine when a use or structure is accessory. In order to classify a use or structure as accessory, the Urban Development Director must determine that the use or structure:

1. Is subordinate to the principal use in terms of area, extent and purpose;
2. Contributes to the comfort, convenience or necessity of occupants of the principal use or structure served;
3. Is located on the same lot as the principal use or structure or on a contiguous lot in the same ownership;
4. Does not involve operations not in keeping with the character of the principal use or structure served; and
5. Is not of a nature likely to attract visitors in larger numbers than would normally be expected for the principal use or structure.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	*Sec. 4.5.A.1*
Dwelling, attached	P	P	X	P	X	X	*Sec. 4.5.A.2*
Dwelling, multi-family	P	P	X	P	X	X	*Sec. 4.5.A.3*
Assisted living facility, nursing home	P	P	P	X	X	X	*Sec. 4.5.A.4*
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	*Sec. 4.5.A.5*
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	*Sec. 4.5.A.6*
Day care center	P	P	P	PC	X	X	*Sec. 4.5.A.7*
Independent living facility	P	P	P	X	X	X	*Sec. 4.5.A.8*
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	*Sec. 4.5.B.1*
Art gallery	P	P	P	L	X	X	*Sec. 4.5.B.2*
Bank	P	P	P	X	X	X	*Sec. 4.5.B.3*
Bar, lounge	P	X	X	X	X	X	*Sec. 4.5.B.4*
Personal service	P	X	X	L	X	X	*Sec. 4.5.B.5*
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	*Sec. 4.5.B.6*
Repair service	P	X	X	L	X	X	*Sec. 4.5.B.7*
Restaurant	P	X	X	L	X	X	*Sec. 4.5.B.8*
Retail sales	P	X	X	L	X	X	*Sec. 4.5.B.9*
Commercial Uses							
Ambulance service	P	P	P	X	X	X	*Sec. 4.5.C.1*
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	*Sec. 4.5.C.2*
Hospice	P	P	P	X	X	X	*Sec. 4.5.C.3*
Hospital	X	P	P	X	X	X	*Sec. 4.5.C.4*
Medical clinic, office	P	P	P	X	X	X	*Sec. 4.5.C.5*
Office	P	P	P	L	X	X	*Sec. 4.5.C.6*
Parking lot or garage	PC	PC	PC	X	X	X	*Sec. 4.5.C.7*
Veterinary clinic	L	L	L	X	X	X	*Sec. 4.5.C.8*

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	*Sec. 4.5.D.1*
College, university	P	P	P	X	X	X	*Sec. 4.5.D.2*
Museum, library	P	P	P	X	X	X	*Sec. 4.5.D.3*
Park, playground	P	P	P	P	P	P	*Sec. 4.5.D.4*
Place of worship	P	P	P	PC	PC	X	*Sec. 4.5.D.5*
School, K-12	P	P	P	PC	PC	X	*Sec. 4.5.D.6*
Semi-public use	P	P	P	X	X	X	*Sec. 4.5.D.7*
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	*Sec. 4.5.E.1*
Carriage house	X	X	X	P	P	X	*Sec. 4.5.E.2*
Home care center	P	P	P	P	P	X	*Sec. 4.5.E.3*
Home occupation	L	L	L	L	L	X	*Sec. 4.5.E.4*
Utility service	P	P	P	P	P	X	*Sec. 4.5.E.5*

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Sec. 4.5. Use Definitions

The following uses are defined for the purpose of this Code. If there is a conflict between a definition contained in Sec. 5 of the Land Development Code and this Code, the definition in this Code controls.

A. Residential Uses

1. Dwelling, Detached

One dwelling that is not attached to any other dwelling by any means.

2. Dwelling, Attached

Two or more dwellings attached by common vertical walls in a single building. Dwellings cannot be vertically mixed.

3. Dwelling, Multi-family

Three or more attached dwellings vertically or horizontally mixed in a single building.

4. Assisted Living Facility, Nursing Home

A facility for the elderly or disabled that provides, nursing care for the majority of residents, as well as assistance with activities of daily living such as supervision of medication, eating, bathing and dressing.

5. Bead and Breakfast Residence

A facility where overnight accommodations for up to 5 rooms are provided for compensation, with or without a morning meal for guests and where the manager of the facility lives on the premises.

6. Bed and Breakfast Inn

A facility where overnight accommodations for between 6 and 12 rooms are provided for compensation, with or without a morning meal for guests and where a manager of the facility lives on the premises.

7. Day Care Center

A facility that provides care for 5 or more persons regardless of age, not related by blood or marriage. Care cannot exceed 12.5 hours for any in single 24-hour period.

8. Independent Living Facility

A facility for the elderly or disabled that does not typically provide nursing care or assistance with activities of daily living such as supervision of medication, eating, bathing and dressing.

B. Retail Uses

1. Amusement and Recreation Facilities, Indoor

A facility providing recreation-oriented activities in an indoor setting including amusement center, bowling alley, dance hall, game/video arcade, health gym or spa, pool hall, ice or roller skating rink, inflatable playground, movie theater, indoor theater or any other similar use.

2. Art Gallery

a. A facility that contains a room or series of rooms where works of art are exhibited on a regular basis.

b. An art gallery is permitted in RA-3 subject to the following:

i. The use must be located on the first floor of a stacked flat;

ii. The stacked flat must be on a lot located at the intersection of two public streets; and

iii. The use cannot exceed 1,500 square feet in gross floor area.

3. Bank

A facility where money is deposited and withdrawn and where excess funds are invested or supplied for loans.

4. Bar, Lounge

A facility whose primary service is to provide alcoholic drinks to patrons for consumption on the premises in accordance with Mississippi Code 67-1-5 and City ordinances. See Section 73, Alcoholic Beverage Sales.

5. Personal Services

a. A facility that provides personal service including barber or beauty shop, copy center, nail salon, dry cleaners, tutoring, optometrist, photo finishing, tanning salon, tax services or any other similar uses.

b. A personal service use is permitted in RA-3 subject to the following:

i. The use must be located on the first floor of a stacked flat;

ii. The stacked flat must be on a lot located at the intersection of two public streets; and

iii. The use cannot exceed 1,500 square feet in gross floor area.

6. Professional Studio, Photography, Drama, Dance, Gymnastics

A facility that provides professional instruction in a studio setting including photography, drama, yoga, dance, gymnastics, martial arts or other similar uses.

7. Repair Service

a. A facility that provides repair services to bicycles, scooters, clothes, clocks, computers, phones, jewelry, musical instruments, office equipment, radios, shoes, televisions, watches or other similar items. Does not include repairs to cars or trucks.

b. A repair service use is permitted in RA-3 subject to the following:

i. The use must be located on the first floor of a stacked flat;

ii. The stacked flat must be on a lot located at the intersection of two public streets; and

iii. The use cannot exceed 1,500 square feet in gross floor area.

8. Restaurant

a. A facility whose primary service is to provide food and drink for patrons for consumption on the premises or for take out. Beverages containing alcohol may also be sold and consumed within the confines of the structure in conjunction with the food service and must meet Mississippi Code 67-1-5 and City ordinances. See Section 73, Alcoholic Beverage Sales. Examples of these types of restaurants include cafe, coffee or tea shop, cafeteria, delicatessen, pizza delivery, yogurt or ice cream shop or other similar use.

b. A restaurant is permitted in RA-3 subject to the following:

i. The use must be located on the first floor of a stacked flat;

ii. The stacked flat must be on a lot located at the intersection of two public streets; and

iii. The use cannot exceed 1,500 square feet in gross floor area.

9. Retail Sales

a. A facility that sells, rents or leases antiques, art supplies, baked goods, bicycles, books, cameras, floor coverings, footwear, crafts, clothing, computers, convenience goods, electronics, fabric, flowers, groceries, hardware, home furnishings, ice cream, jewelry, medicine, medical supplies, music, musical instruments, office supplies, package shipping, pet supplies, pharmaceuticals, picture frames, plants, printed materials, produce, scooters, small appliances, souvenirs, sporting goods, stationery, videos or other similar products.

b. A retail sales use is permitted in RA-3 subject to the following:

i. The use must be located on the first floor of a stacked flat;

ii. The stacked flat must be on a lot located at the intersection of two public streets; and

iii. The use cannot exceed 1,500 square feet in gross floor area.

C. Commercial Uses

1. Ambulance Service

A facility that operates ambulances providing medical transportation to persons who are ill or injured or who have disabilities.

2. Hotel, Motel

A facility where overnight accommodations for 13 or more rooms are provided for compensation.

3. Hospice

A facility that provides palliative and supportive medical and other health services to meet the physical, psychological, social, spiritual and special needs of terminally ill patients and their families.

4. Hospital

A facility where sick or injured persons are given medical care and may be housed overnight, fed and provided nursing and related services.

5. Medical Clinic, Office

A facility containing the offices of one or more practitioners providing medical, dental, psychiatric, osteopathic, chiropractic, physical therapy or similar services for outpatients only, with or without shared or common spaces and equipment.

6. Office

a. A facility used for activities conducted in an office setting and generally focusing on business, professional or financial services. Office includes the following.

i. Business services including, but not limited to, advertising, business management consulting, computer or data processing, graphic design, commercial art or employment agency.

ii. Professional services including, but not limited to, lawyer, accountant, auditor, bookkeeper, engineer, architect, sales office, travel agency, interior decorator or security system services

iii. Financial services including but not limited to, lender, investment or brokerage house, call center, insurance adjuster, real estate or insurance agent, mortgage agent or collection agency.

iv. Also includes trade, vocational and business schools.

b. An office is permitted in RA-3 subject to the following:

i. The use must be located on the first floor of a stacked flat;

ii. The stacked flat must be on a lot located at the intersection of two public streets; and

iii. The use cannot exceed 1,500 square feet in gross floor area.

7. Parking Lot or Garage

A facility that provides parking as a principal use on the site. A fee may or may not be charged.

8. Veterinary Clinic

a. A facility designed or arranged for the care of animals without any outdoor activity.

b. No outdoor activity associated with care of animals is allowed

D. Civic Uses

1. Amphitheater

A facility, usually circular or oval, in which tiers of seats rise from a central open arena, where outdoor performances are held.

2. College, University

a. A public institution of higher education having authority to award bachelor's and post-graduate degrees.

b. A college, university is allowed to use the civic building type dimensional standards (see *Sec. 3.6. Civic Building).*

3. Museum, Library

a. A public facility serving as a repository for a collection of books, natural, scientific, literary curiosities or objects of interest or works of art arranged, intended and designed to be viewed by members of the public.

b. A museum, library is allowed to use the civic building type dimensional standards (see *Sec. 3.6. Civic Building).*

4. Park, Playground

An area used for outdoor play or recreation, often containing recreational equipment such as slides, swings, climbing frames, ballfields, basketball courts and swimming pools. May include both passive and active recreation.

5. Place of Worship

a. A facility that by design and construction is intended for conducting organized religious services including churches, chapels, synagogues, temples, mosques or other similar uses.

b. A place of worship is allowed to use the civic building type dimensional standards (see *Sec. 3.6. Civic Building).*

6. School, K-12

a. A public or private institution that persons are instructed in the specifics of learning including kindergarten, elementary grades 1-6, junior high grades 7-9 and secondary senior high grades 10-12. Included in this definition is any facility operating as kindergarten, nursery school, Head Start or like facility in conjunction with an elementary and/or secondary school system, whether it be public, private or parochial, whose primary purpose is a structured school readiness program.

b. A school, K-12 is allowed to use the civic building type dimensional standards (see *Sec. 3.6. Civic Building).*

7. Semi-Public Use

A use owned, operated and/or maintained by a private, eleemosynary institute or other group generally for the benefit of a selected public group and the community (i.e. religious group).

E. Accessory Uses

1. Drive-Thru

An accessory facility that allows customers to be served while sitting in a vehicle, typically associated with drive-thru restaurants, banks, pharmacies and dry cleaners.

2. Carriage House

A small self-contained accessory dwelling unit located on the same lot as a detached house but physically separated for use as a complete, independent living facility, with provisions for cooking, sanitation and sleeping.

3. Home Care Center

A private establishment that provides care for up to 4 persons regardless of age, not related by blood or marriage. Care cannot exceed 12.5 hours for any in single 24-hour period. A home care center is a home occupation.

4. Home Occupation

a. A home occupation that provides a service or product that is conducted wholly within a residential dwelling.

b. The home occupation must meet the requirements of LDC Sec. 82.

5. Utility Service

Public or private infrastructure, including but not limited to water, sewer, gas, electric, telephone, Internet, cable and other similar services serving a limited area with no on-site personnel.

Article 5. Site Development

Sec. 5.1. Parking

A. Applicability

1. General

No permit for the construction, reconstruction, extension or alteration of any building, structure or use of land and no building or land, or any part of any building or land, may be occupied or used until parking has been provided in accordance with the requirements of this Code.

2. Additions

a. A building or site may be renovated or repaired without providing additional parking, provided there is no increase in gross floor area or improved site area.

b. When a building, use or site is increased in gross floor area or improved site area, parking is required for the additional floor or site area only.

c. When the gross floor area or improved site area is increased by more than 50% cumulatively, both the existing use and the additional floor or site area must conform to the parking requirements of this Code.

3. Change in Use

a. A change in use must comply with the parking requirements unless the use has the same or a lesser parking demand than the previous use.

b. Where required parking spaces for the new use exceed the required parking spaces for the existing use, additional parking is only required for the difference between the current parking spaces required and the parking spaces required for the new use.

B. Vehicle Parking

1. The following minimum vehicle parking spaces are required.

Use	Required Spaces
Residential: 0-1 bedroom	1 per unit
Residential: 2+ bedrooms	2 per unit
Dwelling units restricted to residents 62 years and older	0.5 per unit
Bar, lounge, restaurant	1 per 200 square feet of gross floor area
Hospital	1 parking space per bed and 1 per peak employee on weekday shift
Hotel, motel	1 per guest room - excluding bars, lounges and restaurants, which must be computed separately
Medical clinic, office	1 per 250 square feet of gross floor area
All other uses:	1 per 500 square feet of gross floor area

2. Outdoor dining areas that are located in the build-to zone or a forecourt allowed under *Sec. 3.16. Building Elements* are exempt from the calculation of required vehicle parking spaces.

3. In each parking lot or garage containing over 100 parking spaces, at least 2 spaces within the 10 spaces closest to the primary entrance to the building must be reserved for a hybrid or electric vehicle and must have a sign indicating that reservation.

C. Location of Parking

Required vehicle parking must be located on the same lot as the use they are intended to serve, except as listed below.

1. On-Street Parking

a. One on-street parking space may be substituted for every required parking space, provided the on-street space is located on a public right-of-way immediately abutting the subject property.

b. Each on-street parking space may only be counted for one property. Where a space straddles an extension of a property line, the space may only be counted by the owner whose property abuts 50% or more of the on-street parking space.

2. Remote Off-Site Parking

a. All required parking spaces, except required accessible spaces, can be located off-site if the remote parking area is located within 660 feet from the primary entrance of the use served.

b. Up to 50% of the required parking spaces can be located between 660 feet and 1,320 feet from the primary entrance of the use served.

c. All remote parking spaces used to meet an on-site parking requirement must be located within the boundaries of the Midtown Form-Based Code District.

d. All remote parking must have a City-approved remote parking agreement as part of the approved site plan.

e. The remote parking area is measured in walking distance from the nearest point of the remote parking area to the primary entrance of the use served.

D. Bicycle Parking

1. Required Spaces

The following minimum bicycle parking spaces are required.

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, multi-family	1 per 20 units, 3 min	1 per 5 units (projects with 10+ units only)
All other residential uses	none required	none required
All retail uses	1 per 5,000 SF of gross floor area, 3 min	1 per 5,000 SF of gross floor area
All commercial uses	1 per 10,000 SF of gross floor area, 3 min	1 per 5,000 SF of gross floor area
All civic uses	1 per 5,000 SF of gross floor area, 3 min	none required

2. Bicycle Parking Facilities

Bicycle parking may be provided through various types of facilities, provided the facility meets the following:

a. Each required bicycle parking space is at least 2 feet by 6 feet;

b. Bicycle racks are securely anchored, are easily usable with both U-locks and cable locks and support a bicycle at two points of contact to prevent damage to the bicycle wheels and frame;

c. Where a bike can be locked on both sides without conflict, each side can be counted as a required space;

d. Spacing of the racks provide clear and maneuverable access; and

e. Facilities may be placed on private property or within the public right-of-way. Facilities in the right-of-way must be approved by the City Engineer.

3. Short-Term Bicycle Parking

Bicycle racks must be publicly accessible and be located no more than 100 feet from the building entrance the bicycle rack is intended to serve.

4. Long-Term Bicycle Parking

a. Long-term bicycle parking must be covered and weather resistant.

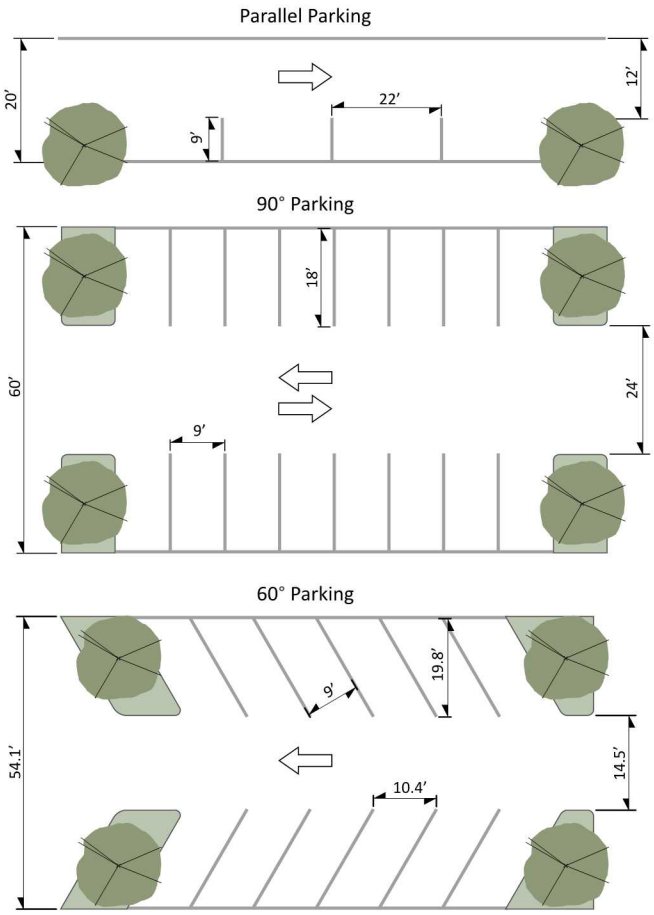
b. Required spaces can be in the form of a covered bicycle rack, in a locker, within a building or within a parking structure.

E. Drive-Thru Vehicle Stacking

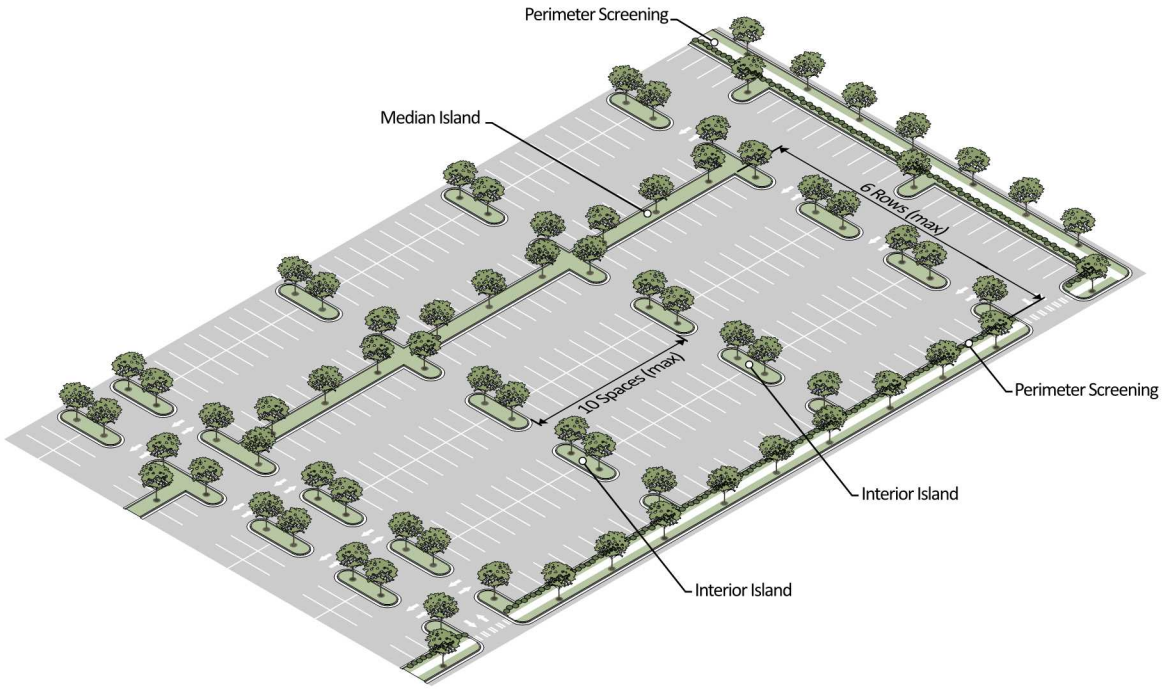
1. Adequate space must be made available on-site for the stacking, storage and queuing of vehicles.
2. Where allowed, vehicles using drive-thru facilities may not encroach on or interfere with the public use of streets and sidewalks by vehicles or pedestrians.
3. Where allowed, all drive-thru areas, including but not limited to menu boards, stacking lanes, trash receptacles, ordering box, drive up windows and other objects associated with the drive-thru area, must be located to the side or rear of the building. Drive-thru windows and lanes may not be placed between the street and the associated building.
4. No drive-thru window or lane is permitted on the side of a building facing a protected district.
5. A restaurant with a drive-thru must provide at least 4 queuing spaces, measured from the first pick up window the vehicle encounters in the drive-thru.
6. A bank or pharmacy with a drive-thru must provide at least 2 queuing spaces per drive-thru lane, measured from the teller box or window.
7. A dry cleaner with a drive-thru must provide a minimum of 3 spaces measured from the pick up door.
8. All other uses will be determined by the Urban Development Director.

F. Stall Size and Drive Aisle Dimensions

1. Parking spaces and drive aisles must meet the following dimensions. Parking spaces and drive aisles using dimensions other than those specified may be used if approved by the Urban Development Director.



2. Within a structured parking garage, up to 30% of the total parking spaces provided may be compact spaces. No more than 2 compact parking spaces may abut each other. Compact spaces may be reduced to 8 feet in width. All compact parking spaces must be clearly and visibly striped and labeled for compact car use only.



G. Parking Lot Landscaping

1. Applicability

a. This section applies to all on-site surface parking lots with more than 10 spaces, except as provided under paragraph 2. below. For purposes of this section, multiple platted lots contained on a single site plan and any separate parking areas connected with drive aisles are considered a single parking area.

b. An existing parking lot may be renovated or repaired without providing additional landscaping, provided there is no increase in the size of the parking lot.

c. When an existing parking lot square footage is increased in area by more than 10% cumulatively, landscaping is required for the new parking area only.

d. When an existing parking lot square footage is increased by more than 50% cumulatively, landscaping is required for both the existing parking lot and the new parking area.

2. Perimeter Screening

All surface parking lots with frontage on any portion of a street right-of-of way (not including an alley) must be screened with the following:

a. A minimum 10-foot wide, landscaped area with a continuous row of shrubs must be provided between the street and parking lot.

b. Shrubs must be a minimum of 18 inches in height when planted and must reach a minimum size of 36 inches in height within 3 years of planting.

c. The required 10-foot landscaped area may be reduced to 5 feet when a 3-foot high masonry wall is erected.

d. Breaks for bicycle, pedestrian and vehicle access are allowed.

3. Interior Islands

a. A landscaped interior island must be provided every 10 parking spaces. Interior islands must be distributed evenly throughout the parking area.

b. Interior islands may be consolidated or intervals may be expanded in order to preserve existing trees.

c. An interior island must be a minimum of 9 feet in width and 320 square feet in area.

d. Interior islands must be installed below the level of the parking lot surface to allow for runoff capture.

4. Median Islands

a. A landscape median island must be provided between every 6 single parking rows.

b. A landscape median island must be a minimum of 5 feet wide.

c. A median island may also serve as the location for a sidewalk. In such case, the sidewalk must be a minimum of 6 feet wide and the remaining planting area must be no less than 5 feet wide.

d. Median islands may be consolidated or intervals may be expanded in order to preserve existing trees.

e. Median islands not containing a sidewalk must be installed below the level of the parking lot surface to allow for runoff capture.

5. Tree Coverage

a. Each interior island must include at least 2 shade trees.

b. In no case can there be less than 1 tree for every 3,000 square feet of parking area, including drive lanes.

6. Maintenance and Installation

All required landscaping must meet the maintenance, installation and intersection visibility requirements of *Sec. 5.2. Landscaping and Screening*.

H. Surfacing

1. Impervious Materials

Where on-site facilities are provided for parking or any other vehicular use areas, they must be surfaced with asphalt bituminous concrete or other type of dustless material approved by the City Engineer and maintained in a smooth, well-graded condition.

2. Pervious Materials

Pervious or semi-pervious parking area surfacing materials may be approved by the City Engineer. Permitted materials may include but are not limited to grass, "grasscrete", ring and grid systems used in porous or grid pavers.

3. Curbs and Drainage

a. All surface parking areas must be graded and drained to collect, retain and infiltrate surface water accumulation on-site to the greatest extent practicable.

b. Curbs or parking blocks are required at the edges of perimeter and interior landscaped areas. Curbing must have openings to allow drainage to enter and percolate through the landscaped area.

I. Design of Parking Structures

1. The ground story of a structured parking garage must have active uses (such as, but not limited to, residential, commercial, office or civic space) located between the parking structure and the street (not including an alley or designated service street).

2. Where upper stories of structured parking are located at the perimeter of a building, they must be screened so that cars are not visible from ground level view from adjacent property or adjacent public street right-of-way (not including an alley or designated service street).

3. 27th Avenue is a designated service street.

4. All floors fronting a public street right-of-way (not including an alley or designated service street) must be level (not inclined).

5. Sloped ramps cannot be discernible along the perimeter of the parking structure.

6. Ground floor facade treatment (building materials, windows and architectural detailing) must be continued on upper stories.

J. Vehicle Loading Areas

1. Loading Not Required

If determined necessary by the Urban Development Director, adequate space must be made available on-site for the unloading and loading of goods, materials, items or stock for delivery and shipping.

2. Location

If a loading area is provided, it must meet the following standards.

a. The loading area must be located on the same lot occupied by the use served and must be accessible from a public street or alley.

b. The loading area must be located to the side or rear of buildings and be screened. Loading areas may not be placed between the street and the associated building.

c. With the exception of areas specifically designated by the City, loading and unloading activities are not permitted in the public right-of-way.

d. Loading and unloading activities may not encroach on or interfere with the use of sidewalks, drive aisles, queuing areas and parking areas by vehicles or pedestrians.

K. Accessible Parking

If parking spaces are provided for self-parking by visitors or employees, then accessible spaces must be provided in each such parking area in conformance with the table below. Spaces required by the table need not be provided in the particular lot. They may be provided in a different location if equivalent or greater accessibility, in terms of distance from an accessible entrance, cost and convenience is ensured.

Spaces in Parking Lot	Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total

Sec. 5.2. Landscaping and Screening

A. Applicability

1. General

No permit for the construction, reconstruction, extension or alteration of any building, structure or use of land and no building or land, or any part of any building or land, may be occupied or used until landscaping and screening has been provided in accordance with the requirements of this Code.

2. Additions

a. A building or site may be renovated or repaired without providing additional landscaping and screening, provided there is no increase in gross floor area or improved site area.

b. When the gross floor area or improved site area is increased, landscaping and screening is required for the additional floor or site area only.

c. When the gross floor area or improved site area is increased by more than 50% cumulatively, both the existing use and the additional floor or site area must conform to the landscaping requirements of this Code.

3. Change in Use

A buffer may be required for a change in use under *Sec. 5.2.B. Transitional Buffers*. Otherwise, a change in use does not trigger application of this section.

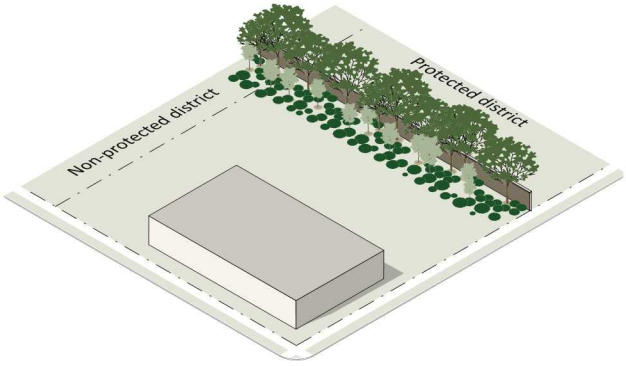
B. Transitional Buffers

1. Applicability

The following transitional buffer requirements apply along a perimeter lot line that abuts a protected district (any R-1A, R-1B, R-1C or R-2 District).

2. General

a. A required buffer strip must be located within the outer perimeter of the lot, parallel to and extending to the property boundary line and must be provided along the entire lot immediately abutting the property line.



b. The width of a buffer strip is determined exclusive of any required setback; however, the required buffer strip may be located wholly or partially within a required setback.

c. The parking of vehicles and the placement of buildings is not allowed in a buffer strip. All required setbacks apply.

d. No building may be located closer than 10 feet to a buffer strip.

e. Breaks for pedestrian, bicycle and vehicle access are allowed, as approved by the Urban Development Director.

3. Walls

Walls in a buffer strip must meet the following:

a. Walls must be constructed of high quality materials including one or a combination of the following: decorative blocks; brick; stone; cast-stone; split-faced block; stucco over standard concrete masonry blocks; glass block; or other material approved by the Midtown Development Review Committee.

b. No walls containing more than 50% exposed standard concrete masonry blocks are allowed, whether painted or not.

c. No wall can be located within any required drainage or utility easement.

4. Fences

Fences in a buffer strip must meet the following:

a. Fences must be opaque and be constructed of high quality materials including one or a combination of the following: wood, composite fencing; or other material approved by the Midtown Development Review Committee.

b. The finished face must be located towards the adjacent property.

c. Fences that use wooden support posts must be set in a masonry support column at least every 40 feet.

d. No fence can be located within any required drainage or utility easement.

5. Buffer Materials

a. In the buffer strip, 50% of required trees must be a locally adapted evergreen species recognized by the State of Mississippi Division of Forestry, as being acceptable for Midtown.

b. Shrubs must be evergreen and be of a species that under typical conditions can be expected to reach a height and spread of 4 feet within 3 years of planting. All shrubs must be a minimum of 18 inches tall when planted.

6. Buffer Strip Options

One of the following buffer strip options is required along a perimeter lot line that abuts a protected district.



	Type 1	Type 2
Depth (min)	10'	20'
Wall Height (min/max)	6'/8'	6'/8'
Fence Height (min/max)	Not allowed	6'/8'
Shade Trees (min per 100')	4	4
Understory Trees (min per 100')	3	4
Shrubs (min per 100')	40	30
Shrub Height (min)	4'	4'

C. Screening

1. Service Areas

a. Trash collection, trash compaction, recycling collection and other similar service areas must be located to the side or rear of buildings and must be within a fully screened enclosure as described below.

b. Service areas that are fully integrated into a building must be within an enclosure closed by a solid roll down door or gate.

c. Service areas that are not integrated into a building must be screened on 3 sides by a wall constructed of complimentary material as the primary structure and at least 7 feet in height; the service opening on the fourth side must be screened by a solid metal gate at least 7 feet in height.

d. The service enclosure must be maintained in good working order and must remain closed except when trash pick-up occurs.

2. Roof-Mounted Equipment

a. Roof-mounted equipment must be screened from ground level view from adjacent property or adjacent public street right-of-way (not including an alley).

b. New buildings must provide a parapet wall or other architectural element that screens roof-mounted equipment from ground level view.

3. Wall-Mounted Equipment

a. Wall-mounted equipment cannot be located on any surface that directly faces a public right-of-way (not including an alley).

b. Wall-mounted equipment located on any surface that is visible from a public right-of-way (not including an alley) must be fully screened by landscaping or an opaque screen.

4. Ground-Mounted Equipment

Ground-mounted mechanical equipment that is visible from a public right-of-way (not including an alley) must be screened from view by landscaping or a wall. The screening must be of a height equal to or greater than the height of the mechanical equipment being screened.

D. Fences and Walls

Walls and fences not within a buffer strip must be designed to comply with the following standards:

1. Fences and walls may be placed up to the property line and any posts or supporting rails must face inward toward the property being fenced.
2. A wall or fence located in a primary or side street setback, not used for a required screen, cannot be more than 6 feet height. The opacity of the wall or fence above 4 feet in height must exceed 50%.
3. A wall or fence located in a side or rear setback cannot be more than 8 feet in height.
4. Walls must be constructed of high quality materials including one or a combination of the following: decorative blocks; brick; stone; cast-stone; split-faced block; stucco over standard concrete masonry blocks; glass block; or other material approved by the Midtown Development Review Committee.
5. No wall containing more than 50% exposed standard concrete masonry blocks are allowed, whether painted or not.
6. Fences must be constructed of high quality materials including one or a combination of the following: wood, composite fencing; wrought iron or other material approved by the Midtown Development Review Committee.
7. No wall or fence may be located within any required drainage or utility easement.
8. Barbed wire or concertina wire is not allowed.
9. Chain-link fences are not allowed in any primary or side street setback.

E. Parking Lot Landscaping

All on-site surface parking lots with more than 10 spaces must be landscaped as specified in *Sec. 5.1.G. Parking Lot Landscaping*.

F. Street Trees

Street trees may also be required to be planted in conformance with *Article 6. Streets*.

G. Plant Installation

1. General Provisions

a. Plant materials must be hardy to zone 8 in accordance with the U.S. Department of Agriculture's Plant Hardiness Zone Map.

b. Trees must be a species recognized by the State of Mississippi Division of Forestry, as being acceptable for Midtown.

c. Plant materials must be able to survive on natural rainfall once established with no loss of health.

d. Tree height is measured from the top of the root ball to the tip of the main stem.

2. Shade Trees

a. All shade trees planted to meet the landscaping requirements must be a locally adapted species with an expected mature height of 35 feet or greater and an expected mature crown spread of at least 30 feet or greater unless subject to an overhead power line in which case the mature height may be less.

b. All shade trees planted to meet the landscaping requirements must have a minimum caliper of 3 inches and be at least 10 feet tall at time of planting.

3. Understory Trees

a. Understory trees planted to meet the landscaping requirements must be a locally-adapted species with an expected mature height of at least 15 feet and an expected mature crown spread of at least 15 feet.

b. Single-stem understory trees planted to meet the landscaping requirements must have a minimum caliper of 1½ inches and be at least 6 feet tall at time of planting.

c. Multi-stem understory trees planted to meet the landscaping requirements must be at least 6 feet tall at time of planting.

H. Maintenance

The owner or tenant is responsible for maintaining all required landscaping in good health and condition. Any dead, unhealthy, deteriorating, broken or missing landscaping must be replaced with landscaping that conforms to this Code within 30 days (or within 180 days where weather concerns would jeopardize the health of plant materials).

I. Visibility at Intersections

Nothing can be erected, placed, planted or allowed to grow in such a manner as to impair or block vision between a height of 2.5 feet and 7 feet above the center line grades of the intersecting streets/driveways in the area bounded by the street lines/driveway lines of the corner and a line joining points along said street lines 30 feet from the point of intersection.

Sec. 5.3. Signs

A. Applicability

1. No sign may be erected, altered, refurbished or otherwise modified after the effective date of this Code except in accordance with the requirements of this section.

2. In addition to the following sign standards, the requirements of Sec. 95. Signs, of the Land Development Code, applies to all signs within the Midtown Form-Based Code District:

   a. Sec. 95.01, General Description;

   b. Sec. 95.02, Permit Required for Signs;

   c. Sec. 95.03, Signs Excluded for Regulation;

   d. Sec. 95.04, Certain Temporary Signs;

   e. Sec. 95.05, Determining the Number of Signs;

   f. Sec. 95.12, Miscellaneous Restrictions and Prohibitions;

   g. Sec. 95.13, Maintenance of Signs;

   h. Sec. 95.14, Unlawful Cutting of Trees and Shrubs; and

   i. Sec. 95.15, Nonconforming Signs.

B. Signs in the Right-of-Way

1. Ground signs and bracket signs cannot encroach into the public right-of way.

2. Wall signs, awning signs, canopy signs, projecting signs, crown signs, shingle signs and sidewalk signs may encroach over the public sidewalk but not over any public street, parking area, driveway or alley. All signs must be a minimum of 18 inches inside the curb line or edge of pavement, whichever is greater.

C. Common Sign Plan

A common sign plan must be approved for sites occupied by more than one tenant or a large complex. All tenant signs must meet the requirements of the common sign plan. The applicant must indicate the standards of consistency of all signs on the property with regard to:

1. Colors;

2. Letter/graphics style;

3. Location of each sign;

4. Materials used in sign construction;

5. Maximum dimensions and proportion; and,

6. Directional signage.









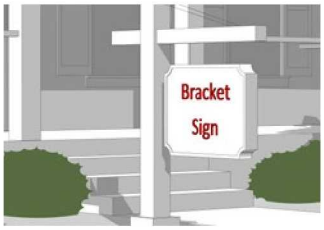














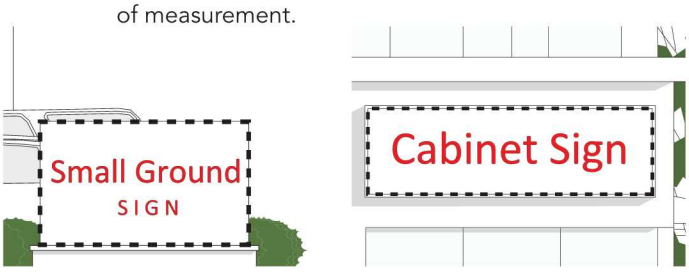
D. Computation of Sign Area

The area of all signs is computed as follows:

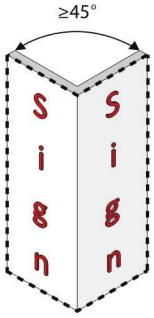
1. For signs consisting of freestanding letters or logos, sign area is calculated as the total area of the rectangle, circle or square that fully encloses all the letters or logo.



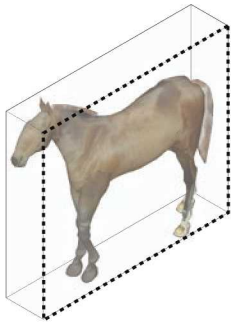
2. For cabinet signs and signs on a background, the entire area of the background is calculated as sign area, including any material or color forming the sign face and the background used to differentiate the sign from the structure against which it is mounted. Sign area does not include any supports or bracing. The entire ground sign other than the base is considered a background for the purposes of measurement.



3. The area for a sign with more than one face is computed by adding together the area of all sign faces that are 45 degrees or greater; if the sign face angle is less than 45 degrees only the area of the largest sign face is computed as part of the sign area.



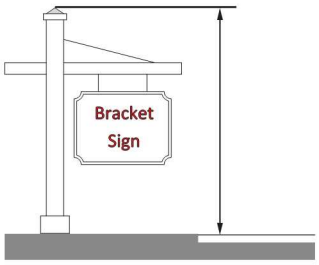
4. The sign area of a three-dimensional sign is calculated as total area of the smallest rectangle, circle or square that fully encloses the largest profile of the three-dimensional sign.



E. Measurement of Sign Height

The total height of a ground or bracket sign is measured from the highest point of the sign or supporting structure to the top of the abutting sidewalk.





F. Sign Types Allowed by District

Signs are allowed by district as established below. Specific requirements for each sign are shown on the following pages.

	Mixed Use (MX-3, -4, -5)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)	Open Space (OS)
Awning Sign	●	●	●			
Bracket Sign	●	●	●	◗		●
Canopy Sign	●	●	●			
Crown Sign	▲		●			
Ground Sign, Small	●	●	●	◗		
Ground Sign, Large	○		●			
Projecting Sign	●	●	●			
Shingle Sign	●	●	●	◗		●
Sidewalk Sign	●					
Wall Sign	●	●	●	◗		
Window Sign	●					

● = Allowed sign type ○ = Allowed on sites with street frontage on US 49

▲ = Allowed on building 55 feet and higher ◗ = Allowed for permitted non-residential uses

G. Allocation of Sign Area

The maximum sign area for each sign type is determined by the district and is established below. For each cell in the table there is a maximum allowed sign area that may be utilized with any combination and any number of signs associated with that cell, unless otherwise noted. See *Sec. 5.3.H* thru See *Sec. 5.3.R.* for additional sign standards by type of sign.

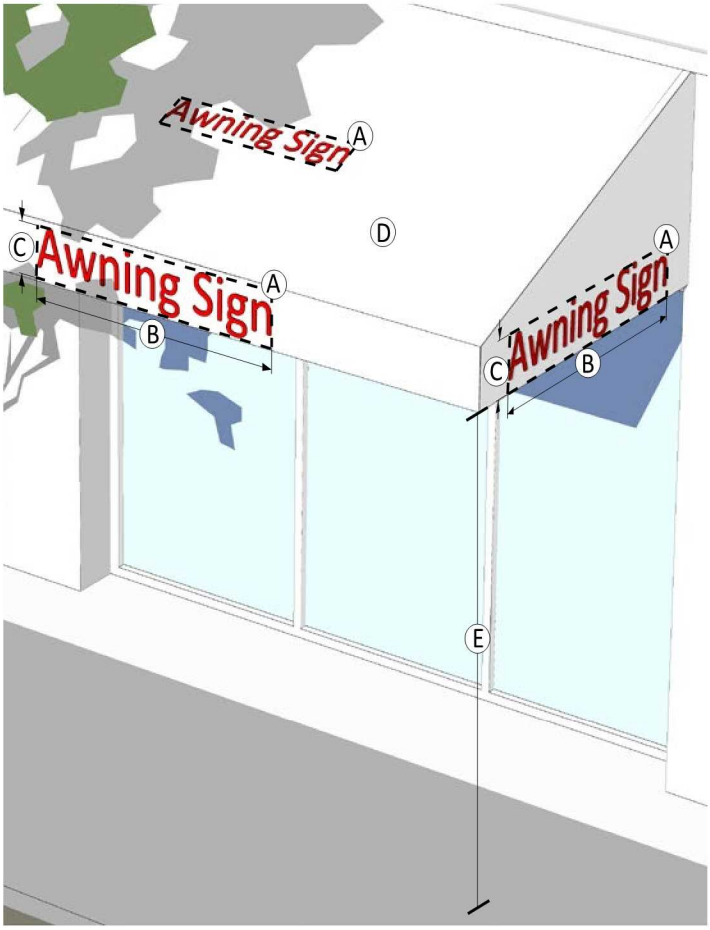
	Mixed Use (MX-3, -4, -5)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)	Open Space (OS)
Awning Sign	1 sf/ft bldg width	1 sf/ft bldg width	1 sf/ft bldg width	--	--	--
Canopy Sign				--	--	--
Projecting Sign				--	--	--
Wall Sign				.5 sf/ft bldg width	--	--
Bracket Sign	9 SF	9 SF	9 SF	9 SF		9 SF
Crown Sign	250 SF	--	250 SF	--	--	--
Ground Sign, Small	32 SF	32 SF	32 SF	16 SF	--	--
Ground Sign, Large	64 SF	--	64 SF	--	--	--
Shingle Sign	9 SF	9 SF	9 SF	9 SF	--	9 SF
Sidewalk Sign	6 SF	--	--	--	--	--
Window Sign	20%	--	--	--	--	--

ft of building width = width of building facade facing street

H. Awning Sign







Description

A sign where graphics or symbols are painted, sewn or otherwise adhered to the awning material as an integrated part of the awning itself.

General Provisions

1. An awning sign cannot extend outside the awning.
2. Only awnings over first and second story doors and windows may contain signs.
3. A maximum of 1 sign is allowed per awning face.
4. An awning sign may only be externally illuminated under *Sec. 5.3.S.*

Standards

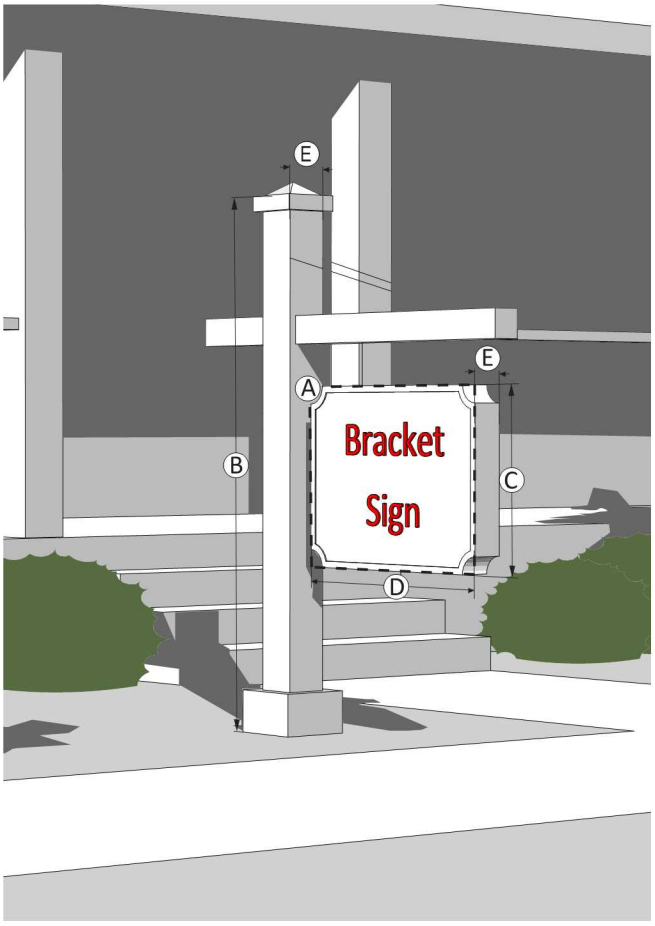
Ⓐ	Overall area allocation (max)	*Sec. 5.3.G*
Ⓑ	Width (max % of awning width/depth)	75%
Ⓒ	Height of text and graphics on valance (max)	2'
Ⓓ	Area of sloping plane covered by sign (max)	25%
Ⓔ	Clear height above sidewalk (min)	12'

I. Bracket Sign









Description

A sign attached to the ground by one or more support structures that is not higher than 5 feet and hangs from a bracket or support.

General Provisions

1. Only 1 bracket sign is allowed per building.
2. A bracket sign must be located at least 25 feet from any other bracket sign.
3. The hanging bracket must be an integral part of the sign design.
4. A bracket sign can only be externally illuminated in accordance with *Sec. 5.3.S.*

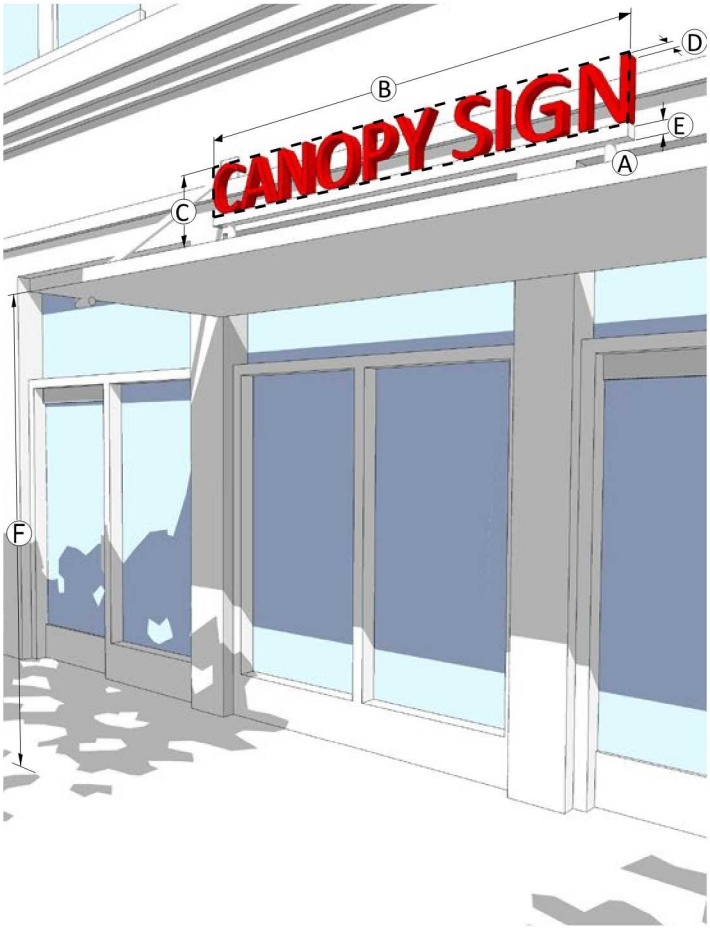
Standards

Ⓐ	Sign area (max per sign)	9 SF
Ⓑ	Structure height (max)	5'
Ⓒ	Sign height (max)	3'
Ⓓ	Sign width (max)	3'
Ⓔ	Structure/sign depth (max)	6"

J. Canopy Sign







Description

A sign placed on a canopy so that the display surface is parallel to the plane of the wall.

General Provisions

1. A canopy sign cannot extend outside the overall length or width of the canopy. However, a canopy sign may extend above or below the canopy.
2. A maximum of 1 sign is allowed per canopy.
3. Raceways are permitted for signs extending below or above the canopy. Otherwise, raceways are not permitted and the sign must be flush with the canopy face.
4. A canopy sign can be externally or internally illuminated under *Sec. 5.3.S*.

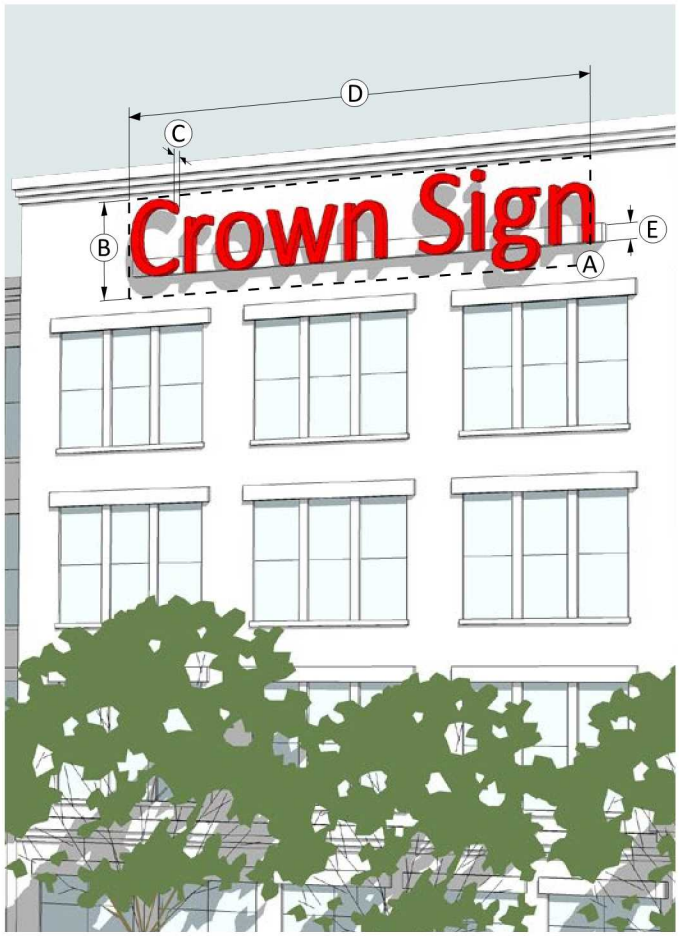
Standards

Ⓐ	Overall area allocation (max)	*Sec. 5.3.G*
Ⓑ	Width (max % of canopy width)	75%
Ⓒ	Height of text and graphics (max)	2'
Ⓓ	Depth (max)	1'
Ⓔ	Raceway (max % of letter height)	50%
Ⓕ	Clear height above sidewalk (min)	12'

K. Crown Sign







Description

A wall sign extending not more than 3 feet from the building facade located on the upper horizontal band of a building at least 55 feet in height.

General Provisions

1. A crown sign is only allowed on buildings greater than 55 feet in height.
2. A crown sign cannot be placed below the start of highest floor and cannot extend above the roof line.
3. A crown sign cannot cover windows or architectural details.
4. No more than 1 crown sign per building facade and no more than 2 crown signs per building are allowed.
5. A crown sign can only be internally illuminated in accordance with *Sec. 5.3.S.*

Standards

Ⓐ	Sign area (max per sign)	250 SF
Ⓑ	Height (max)	8'
Ⓒ	Projection - measured from building facade (max)	3'
Ⓓ	Width (max % of facade width)	75%
Ⓔ	Raceway (max % of letter height)	25%

L. Ground Sign, Small







Description

A sign attached along its entire width to a continuous pedestal that is no higher than 5 feet. A small ground sign is horizontally oriented or is square.

General Provisions

1. One ground sign (small or large) is allowed per street frontage, except that 1 additional ground sign is allowed for properties with 200 feet or more of street frontage. Where more than 1 ground sign is permitted, signs along the same street frontage must be spaced a minimum of 150 feet apart.
2. A small ground sign must be set back at least 5 feet from the front property line and 10 feet from a side property line.
3. A sign erected on a retaining wall is required to meet the standards for a small ground sign. The height of the wall is included in the overall height calculation.
4. A small ground sign can be externally or internally illuminated in accordance with *Sec. 5.3.S.*

Standards

Ⓐ	Sign area (max per sign)	
	MX-3, -4, -5, EM-2, -3, -4, -6, -9	32 SF
	RA-3	16 SF
Ⓑ	Height (max)	5'
Ⓒ	Depth (max)	18"

M. Ground Sign, Large









Description

A sign attached along its entire width to a continuous pedestal that is between 5 and 10 feet in height. A large ground sign is vertically oriented or is square.

General Provisions

1. A large ground sign is only allowed for properties that have street frontage on US 49.
2. One ground sign (large or small) is allowed per street frontage, except that 1 additional ground sign is allowed for properties with 200 feet or more of street frontage. Where more than 1 ground sign is permitted, signs along the same street frontage must be spaced a minimum of 150 feet apart.
3. A large ground sign must be set back at least 10 feet from the front property line and 15 feet from a side property line.
4. A large ground sign can be externally or internally illuminated in accordance with *Sec. 5.3.S.*

Standards

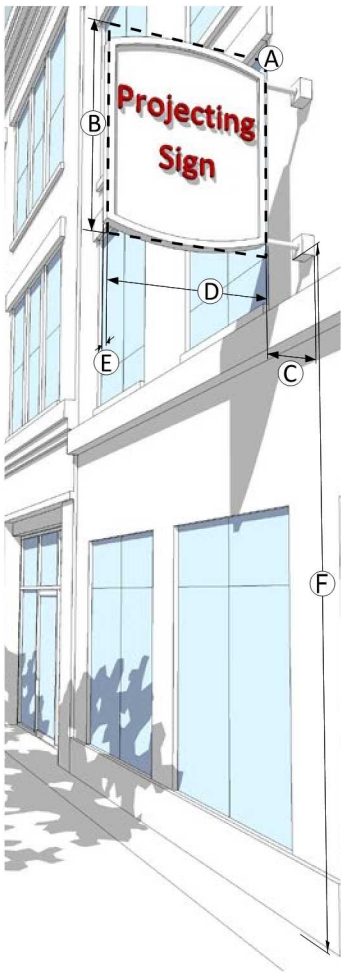
Ⓐ	Sign area (max per sign)	64 SF
Ⓑ	Height (max)	10'
Ⓒ	Depth (max)	2'

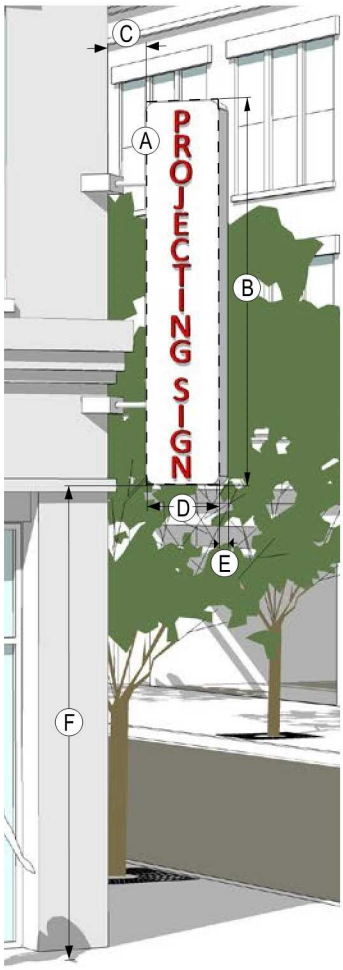
N. Projecting Sign











Description

A sign that is wholly or partly dependent upon a building for support, which projects at an angle away from the building, extending more than 1 foot.

General Provisions

1. A projecting sign must be at least 25 feet from any other projecting sign.
2. A projecting sign may be erected on a building corner when the building corner adjoins the intersection of two streets. Allocation of sign area from both streets may be used, however, in no case can the sign exceed the maximum height and width standards.
3. The top of a projecting sign can be no higher than the top of the building. However, on one story buildings, the top of a projecting sign may have a maximum of 20% of the sign height above the top of the building.
4. For buildings four stories and higher, a projecting sign cannot be located above the window sills of the fourth story.
5. A projecting sign can be externally or internally illuminated under *Sec. 5.3.S.*

Standards

Ⓐ	Overall area allocation (max)	*Sec. 5.3.G*
Ⓑ	Height (max)	
	1 story building	4'
	2 story building	8'
	3 or more story building	12'
Ⓒ	Spacing from building facade (min/max)	1'/2'
Ⓓ	Projection width (max)	4'
Ⓔ	Depth (max)	1'
Ⓕ	Clear height above sidewalk (min)	12'

O. Shingle Sign







Description

A small projecting sign that hangs from a bracket or support and is located over or near a building entrance.

General Provisions

1. A shingle sign must be located within 5 feet of an accessible building entrance.
2. The hanging bracket must be an integral part of the sign design.
3. A shingle sign must be located below the window sills of the second story on a multi-story building or below the roof line on a single-story building.
4. A shingle sign cannot be illuminated.

Standards

Ⓐ	Sign area (max per sign)	9 SF
Ⓑ	Height (max)	3'
Ⓒ	Spacing from building facade (min)	6"/12"
Ⓓ	Projection width (max)	3'
Ⓔ	Depth (max)	6"
Ⓕ	Clear height above sidewalk (min)	12'

P. Sidewalk Sign







Description

A moveable sign not secured or attached to the ground or surface upon which it is located.

General Provisions

1. Each ground floor tenant can have 1 sidewalk sign that must be located adjacent to the primary facade with the principal customer entrance, but cannot be placed more than 8 feet from that facade.
2. A sidewalk sign must be located at least 25 feet from any other sidewalk sign.
3. Sidewalk signs must be removed and placed indoors at the close of business each day.
4. Sidewalk signs cannot obstruct vehicular, bicycle or pedestrian traffic and must comply with ADA clearance and accessibility.
5. A sidewalk sign cannot be illuminated.

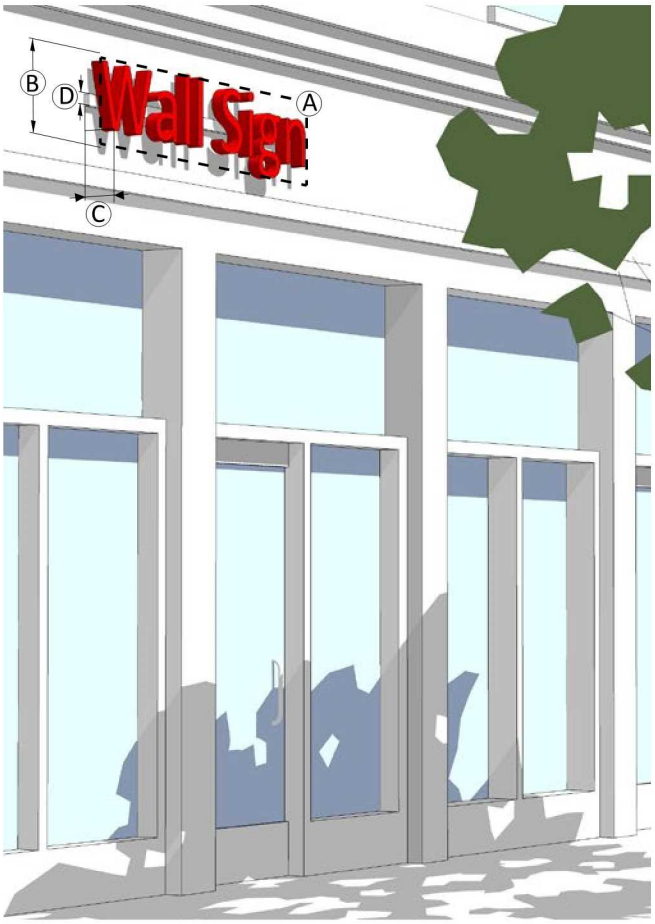
Standards

Ⓐ	Sign area (max per sign)	6 SF
Ⓑ	Height (max)	3'
Ⓒ	Width (max)	2'

Q. Wall Sign







Description

A sign fastened to or painted on the wall of a building in such a manner that the wall becomes the supporting structure for or forms the background surface of the sign and which does not project more than 1 foot from the building or structure.

General Provisions

1. A wall sign must be placed no higher than 18 feet above the sidewalk.
2. No portion of a wall sign may extend above the roof line or above a parapet wall of a building with a flat roof.
3. No portion of a wall sign may extend above the lower eave line of a building with a pitched roof.
4. A wall sign cannot cover windows or architectural details.
5. A wall sign can be externally or internally illuminated under *Sec. 5.3.S*.

Standards

Ⓐ	Overall area allocation (max)	*Sec. 5.3.G*
	Sign area (max per sign)	60 SF
Ⓑ	Height (max)	5'
Ⓒ	Projection - measured from building facade (max)	1'
Ⓓ	Raceway (max % of letter height)	50%

R. Window Sign







Description

A sign affixed to the inside of a window or door or a sign placed within a building so as to be plainly visible and legible through a window or door.

General Provisions

1. Windows signs are only allowed on ground story windows and doors.
2. A window sign can only be internally illuminated in accordance with *Sec. 5.3.S*.

Standards

Ⓐ	Area of all ground story windows and doors covered by signs (max combination of all windows and doors covered by window signs)	20%

S. Sign illumination

Illumination of signs must be in accordance with the following requirements:

1. General Requirements

a. No sign within 50 feet of a protected district may be illuminated between 11 p.m. and 6 a.m.

b. Strings of lights that outline property lines, sales areas, roof lines, doors, windows or similar area are prohibited, except for temporary lighting erected in connection with observed holidays.

2. External Illumination

a. Lighting directed toward a sign must be shielded so that it illuminates only the face of the sign and does not shine directly into a public right-of-way or onto adjacent properties.

b. Projecting light fixtures used for externally illuminated signs must be simple and unobtrusive in appearance and not obscure the sign.

3. Internal Illumination

a. Channel letters may be internally lit or back-lit.

b. The background of cabinet signs must be opaque or a darker color than the message of the sign.

c. Exposed neon may be used for lettering or as building accent.

4. Prohibited Light Sources

The following light sources are not allowed:

a. Blinking, flashing and chasing; and

b. Bare bulb illumination.

5. Raceways and Transformers

a. If a raceway is necessary, it cannot extend in width or height beyond the area of the sign.

b. A raceway must be finished to match the background wall or canopy or integrated into the overall design of the sign.

c. Visible transformers are not allowed.

6. Electronic Message Board Signs

An electronic message board sign may be allowed for properties that have street frontage on US 49 upon approval by the Midtown Development Review Committee.



External light sources



Internally lit channel letters



Back lit channel letters



Internally lit cabinet signs with darker background

Sec. 5.4. Site Lighting

A. Applicability

1. General

a. No permit for the construction, reconstruction, extension or alteration of any building, structure or use of land and no building or land, or any part of any building or land, may be occupied or used until lighting has been provided in accordance with the requirements of this Code.

b. The installation of site lighting, replacement of site lighting and changes to existing light fixture wattage, type of fixture, mounting or fixture location must be made in compliance with this Code. Routine maintenance, including changing the lamp, ballast, starter, photo control, fixture housing, lens and other required components, is allowed for all existing fixtures.

c. This section does not apply to lighting installed in the public right-of-way.

2. Additions

a. When a building or site is renovated, any new or replaced outdoor light or lighting fixture must conform to the requirements of this Code.

b. When the gross floor area or improved site area is increased, the additional floor or site area must conform to the lighting requirements of this Code.

c. When the gross floor area or improved site area is increased by more than 50% cumulatively, both the existing use and the additional floor or site area must conform to the lighting requirements of this Code.

3. Change in Use

A change in use does not trigger application of this section

B. Light Level Measuring

1. Light levels are specified, calculated and measured in footcandles. All footcandles values are maintained footcandles.

2. Measurements are to be made at ground level, with the light-registering portion of the meter held parallel to the ground pointing up.

C. Prohibited Sources

The following light fixtures and sources cannot be used:

1. Cobra-head-type fixtures having dished or drop lenses or refractors, which contain sources that are not incandescent;

2. Temporary searchlights and other high-intensity narrow-beam fixtures; and

3. Light sources that lack color correction or do not allow for uniform site lighting.

D. Design and Installation Requirements

1. The maximum light level of any light fixture cannot exceed 0.5 footcandles measured at the property line of any protected district or RA-3 or RD-2 district and 2.0 footcandles measured at the right-of-way line of a street.

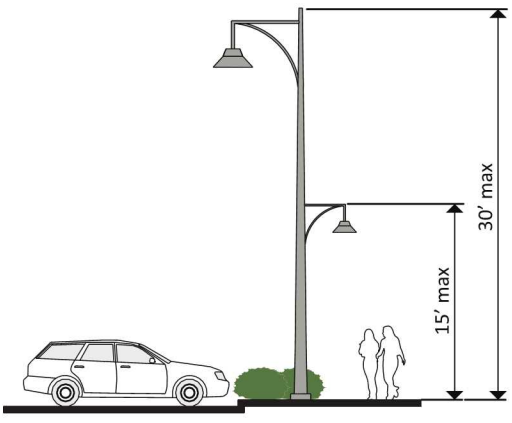
2. Lighting must not be oriented onto adjacent properties, streets or sidewalks.

3. Service connections for all freestanding lighting fixtures must be installed underground.

E. Parking and Pedestrian Areas

1. Light fixtures within parking and vehicular display areas may be no higher than 30 feet.

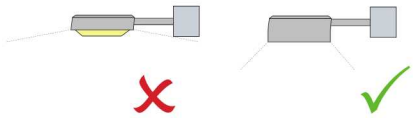
2. Light fixtures within pedestrian areas may be no higher than 15 feet.



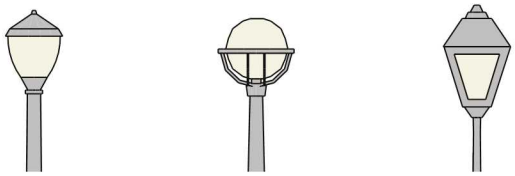
3. Light fixtures located within 50 feet of the property line of a protected district may be no higher than 15 feet.

4. Light fixtures within 25 feet of a street right-of-way (not including an alley) must be forward throw fixtures.

5. All light fixtures must be full cutoff, except as listed in paragraph 6. below.

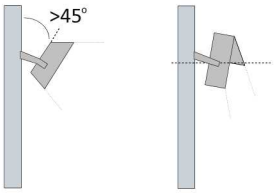


6. Non-cutoff (unshielded) fixtures can be used when the maximum initial lumens generated by each fixture is less than 9,500 initial lamp lumens. These fixtures generally feature globes or vertical glass planes and must be coated with an internal white frosting to diffuse light.

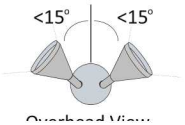


F. Flood Lights and Flood Lamps

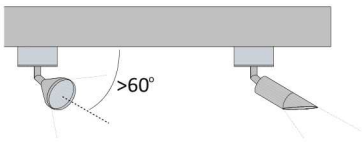
1. Flood light fixtures must either be aimed down at least 45 degrees from vertical or the front of the fixture shielded so that no portion of the light bulb extends below the bottom edge of the shield.



2. Any flood light fixture located within 50 feet of a street right-of-way must be mounted and aimed perpendicular to the right-of-way, with a side-to-side horizontal aiming tolerance not to exceed 15 degrees.



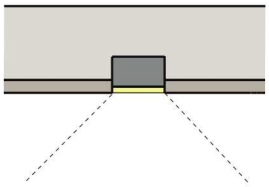
3. All flood lamps emitting 1,000 or more lumens must be aimed at least 60 degrees down from horizontal or shielded so that the main beam is not visible from adjacent properties or the street right-of-way.



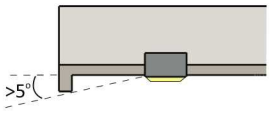
G. Vehicular Canopies

Lighting under vehicular canopies must be less than 24 maintained footcandles and be designed to prevent glare off-site. Acceptable lighting designs include the following:

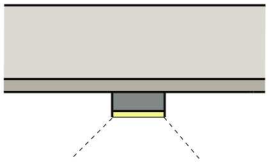
1. Recessed fixture incorporating a lens cover that is either recessed or flush with the bottom surface of the canopy;



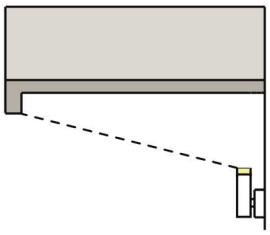
2. Light fixture incorporating shields or is shielded by the edge of the canopy itself, so that light is restrained to 5 degrees or more below the horizontal plane;



3. Surface mounted fixture incorporating a flat glass that provides a cutoff design or shielded light distribution; or



4. Indirect lighting where light is beamed upward and then reflected down from the underside of the canopy, provided the fixture is shielded so that direct illumination is focused exclusively on the underside of the canopy.



H. Building Lighting

1. Lighting fixtures must be selected, located, aimed and shielded so that direct illumination is focused exclusively on the building facade, plantings and other intended site features and away from adjoining properties and the street right-of-way.

2. All wall pack fixtures must be full cutoff fixtures.



3. Only lighting used to accent architectural features, landscaping or art may be directed upward, provided that the fixture is located, aimed or shielded to minimize light spill into the night sky.

Sec. 5.5. Outdoor Display and Storage

A. Applicability

The requirements of this section apply to any lot where merchandise, material or equipment is stored outside of a completely enclosed building.

B. Outdoor Display

1. Defined

a. Outdoor display is the outdoor display of products actively available for sale that is placed in a fully-enclosed building at the end of each business day.

b. Outdoor display does not include merchandise or material in boxes, in crates, on pallets or other kinds of shipping containers, propane gas storage racks, ice storage bins, soft drink or similar vending machines (see outdoor storage).

2. Standards

Outdoor display is permitted in association with any permitted non-residential principal ground floor use in accordance with the following provisions:

a. Outdoor display must be removed and placed inside a fully-enclosed building at the end of each business day.

b. Outdoor display is permitted adjacent to the primary facade with the principal customer entrance, but cannot extend more than 8 feet from the facade and occupy no more than 30% of the horizontal width of the facade.

c. Outdoor display cannot impair the ability of pedestrians to use the sidewalk or parking areas and must comply with ADA clearance and accessibility.

C. Outdoor Storage

1. Defined

a. Outdoor storage is the overnight storage of products or materials outside of a building.

b. Outdoor storage includes merchandise or material in boxes, in crates, on pallets or in shipping containers, propane gas storage racks, ice storage bins, soft drink or similar vending machines.

c. Outdoor storage includes the overnight outdoor storage of vehicles awaiting repair, RVs and boats, garden supplies, building supplies, plants, fleet vehicles and other similar merchandise, material, vehicles or equipment.

d. Outdoor storage also includes salvage yards, vehicle storage yards; and overnight outdoor storage of shipping containers, lumber, pipe, steel, junk and other similar merchandise, material or equipment.

2. Standards

a. Outdoor storage is not permitted in the Midtown Form-Based Code District, except when approved by the Midtown Development Review Committee.

b. The Midtown Development Review Committee will determine where outdoor storage may be allowed on the site and its extent (vertically and horizontally) must be shown on the site plan.

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Article 6. Streets

Sec. 6.1. General Provisions

A. Applicability

This Article provides guidelines for the construction of new streets and reconstruction of existing streets and is intended to provide a catalog of pre-approved street types. Additional street types may be approved by the City Engineer.

B. Future Street Map

The Future Street Map identifies the type and alignment of future streets and street connections in the Midtown Form-Based Code District.

1. New Streets

Where a new street needs to be constructed as shown on the Future Street Map, the street must be constructed in conformance with this Article, unless an alternative alignment or connection is approved by the City Engineer.

2. Existing Streets

a. Where an existing street needs to be substantially rebuilt due to an increase in the scale and intensity of development, as determined by the City Engineer, the street must be rebuilt in conformance with this Article.

b. If an existing street does not need to be substantially rebuilt, as determined by the City Engineer and the sidewalk and street trees do not exist or do not meet the minimum requirements of the applicable street cross-section, sidewalk and street trees must be installed in conformance with this Article.

C. Required Elements

All streets must be constructed with sidewalks, street trees, bike facilities, medians, travel lanes and on-street parking as illustrated for each specific street type, unless an alternative is approved by the City Engineer.

D. Certificate of Occupancy Required

1. Streets, bike facilities, sidewalks and street trees must be installed prior to the issuance of a certificate of occupancy.

2. A temporary certificate of occupancy may be issued when the City Arborist determines that due to the unavailability of plant material or weather concerns that planting of the street trees would jeopardize the health of the trees.

E. Tree Planting

1. Unless otherwise noted below, all trees planted in accordance with this section must be shade trees, planted every 30 feet on center, on average.

2. Where overhead utilities exist, 1 understory tree may be planted every 20 feet on center, on average.

3. All required landscaping must meet the maintenance, installation and intersection visibility requirements of *Sec. 5.2. Landscaping and Screening*.

F. Easements

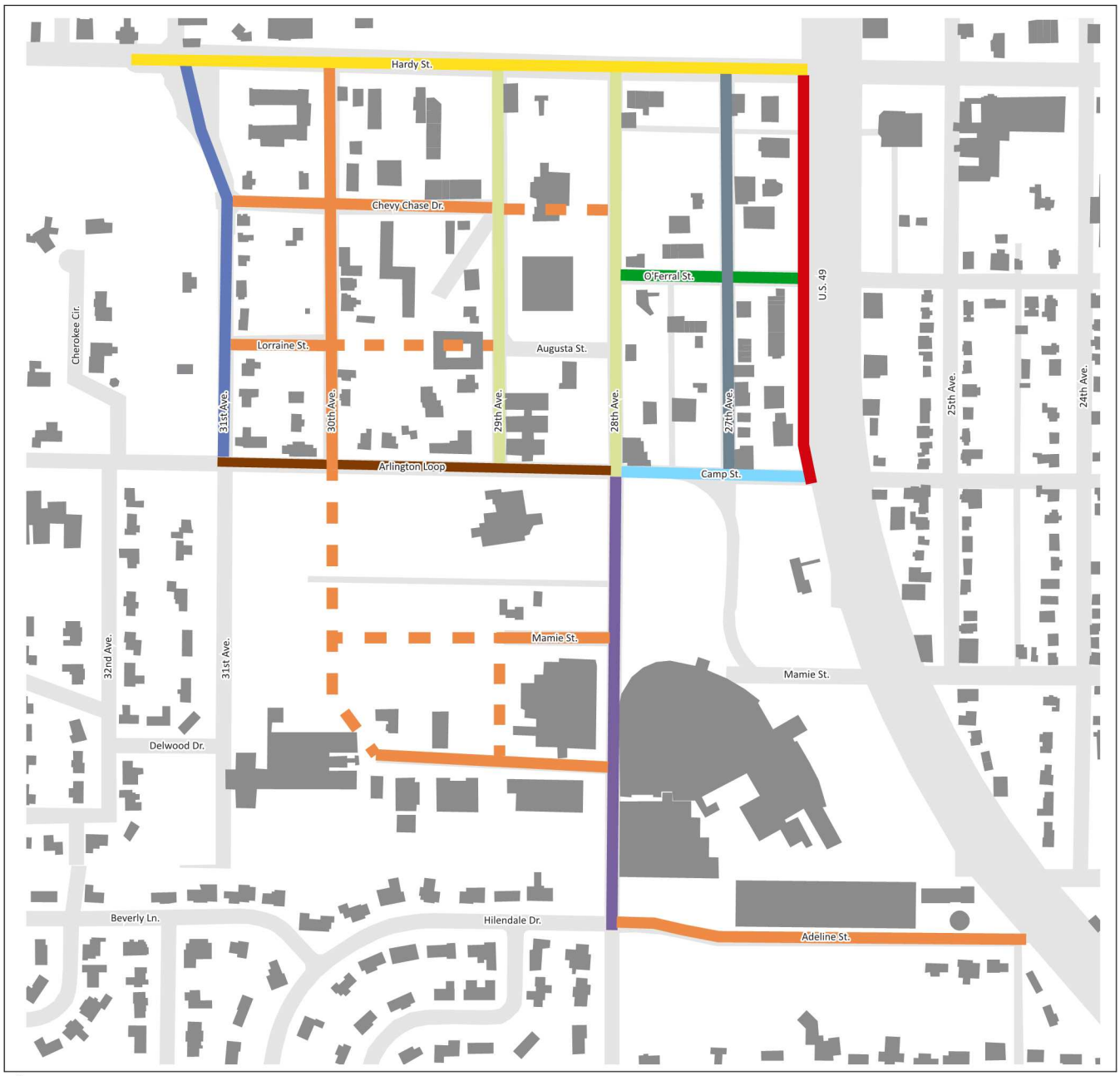
1. The required sidewalk may be wholly or partially located on private property provided the sidewalk is located within an easement permanently dedicated to the City.

2. The dedicated easement must provide the City with perpetual access to allow for customary public use, including but not limited to, the provision of public signs, street lighting, parking meters and public utilities.

3. The easement cannot be used for underground structures of any kind except those associated with underground utilities.

Sec. 6.2. Midtown Future Street Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



KEY

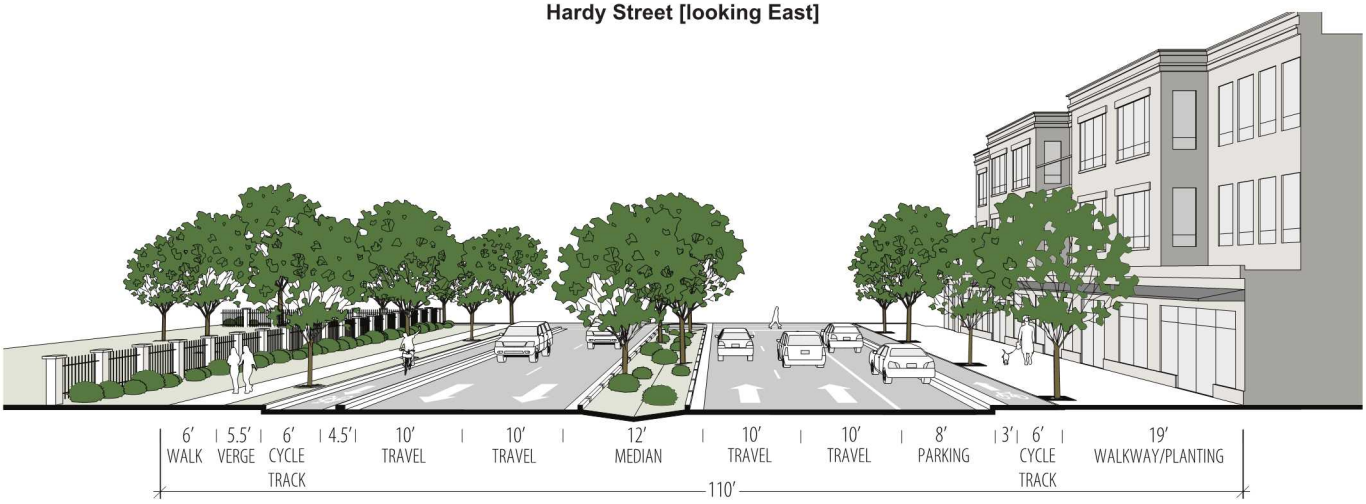
- Hardy Street
- Highway 49
- Arlington Loop - East
- Arlington Loop - West
- 29th Ave./28th Ave. - North
- 28th Avenue - South
- Midtown Local
- *Proposed*
- 31st Avenue
- O'Ferral Street
- 27th Avenue

Sec. 6.3. Street Types

The dimensional and installation requirements for the street types identified on the Midtown Future Street Map are shown on the following pages.

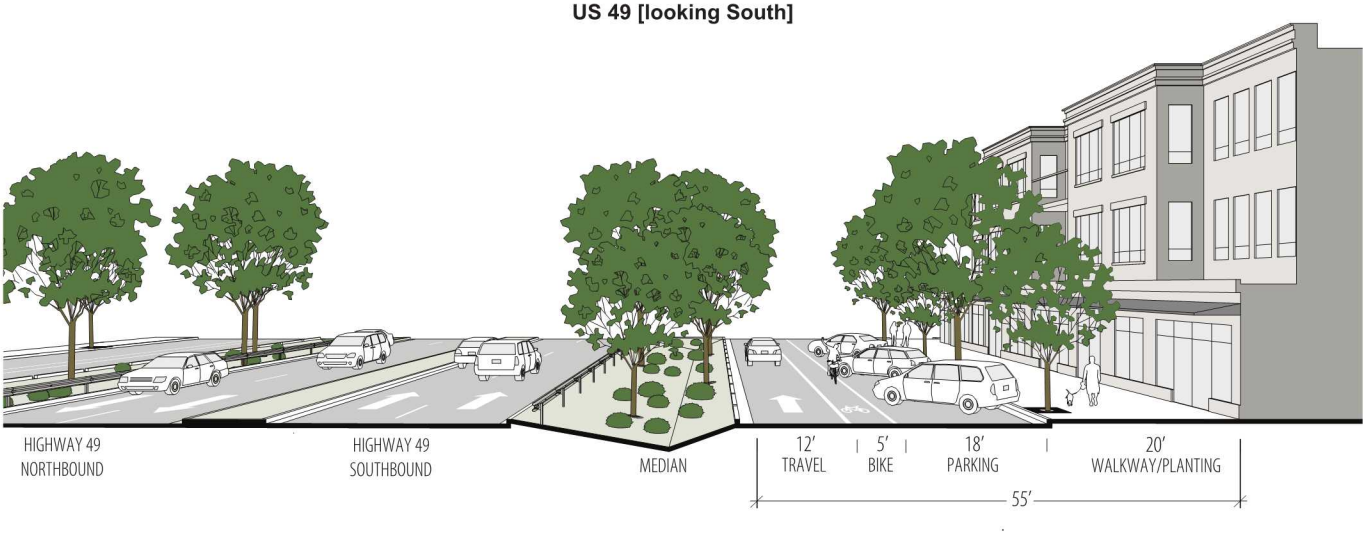
A. Hardy Street

Hardy Street [looking East]

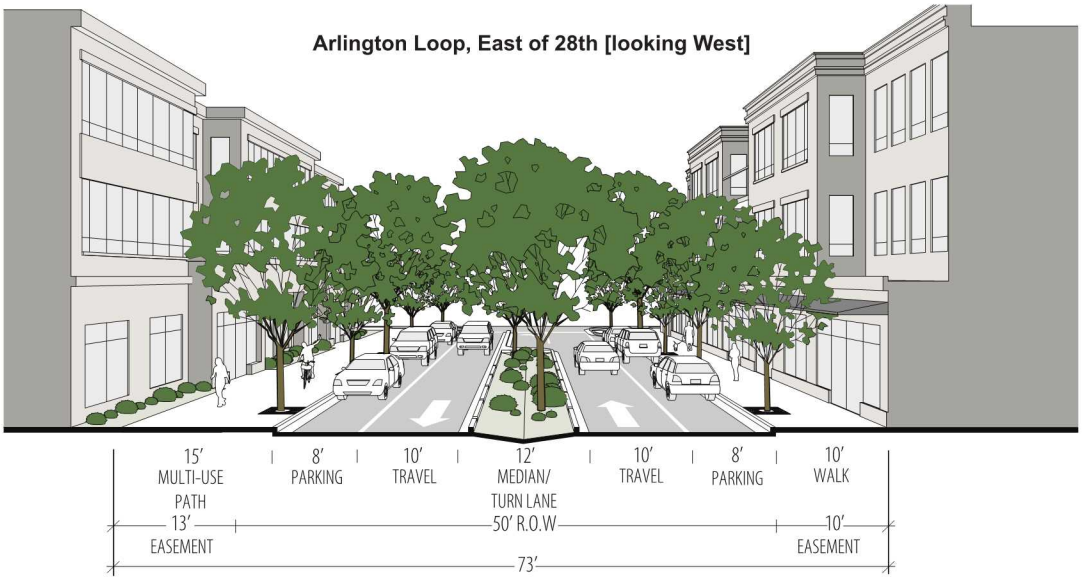


B. US 49

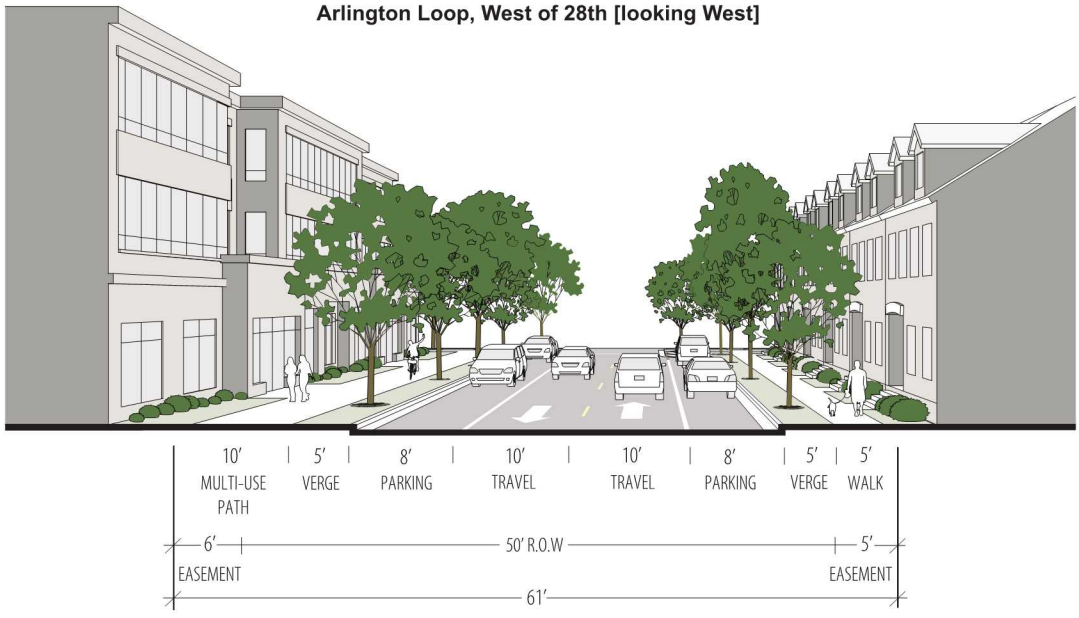
US 49 [looking South]



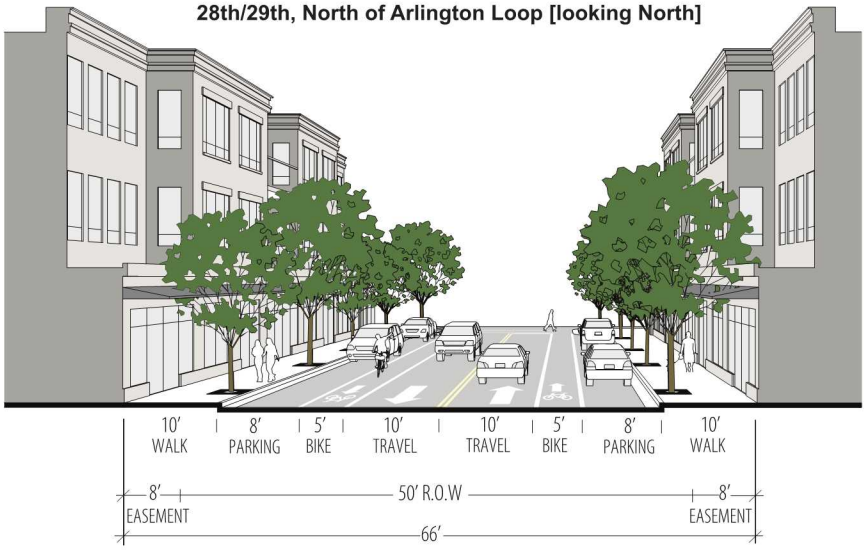
C. Arlington Loop (East of 28th Ave)



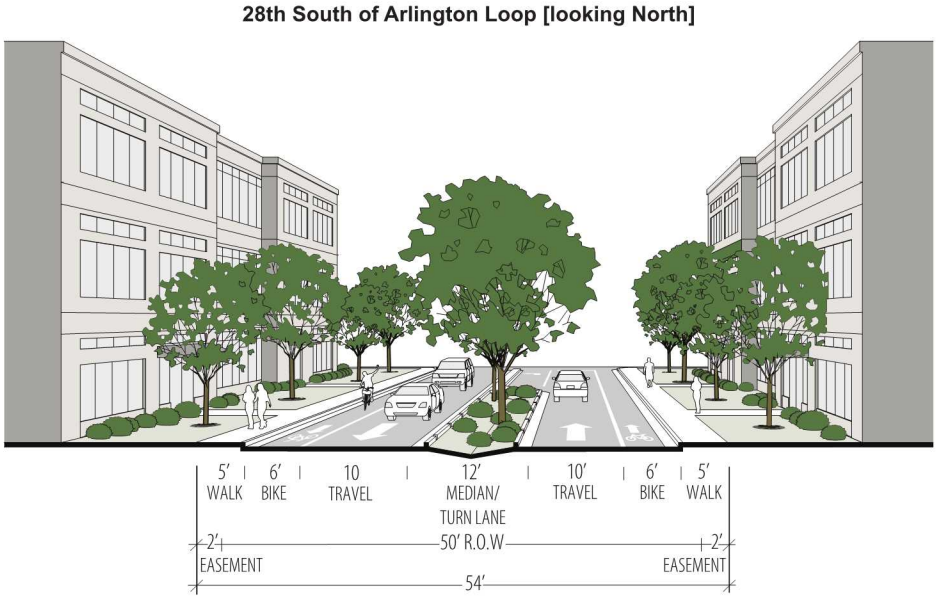
D. Arlington Loop (West of 28th Ave)



E. 28th/29th Avenue (North of Arlington Loop)

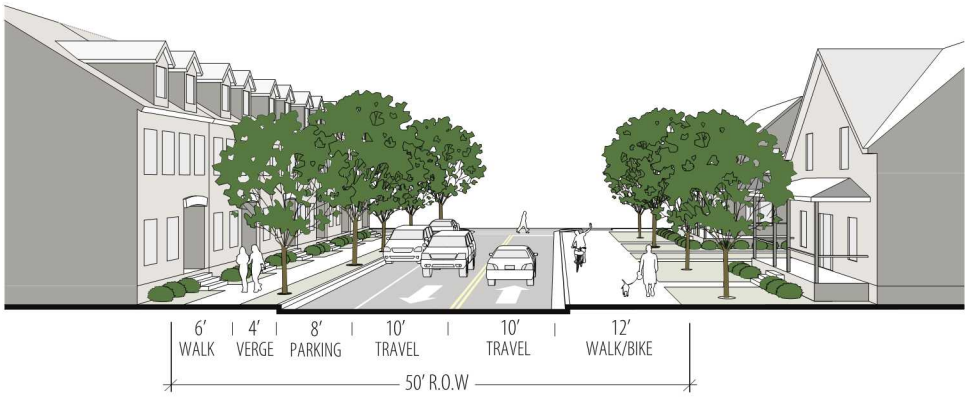


F. 28th Avenue (South of Arlington Loop)



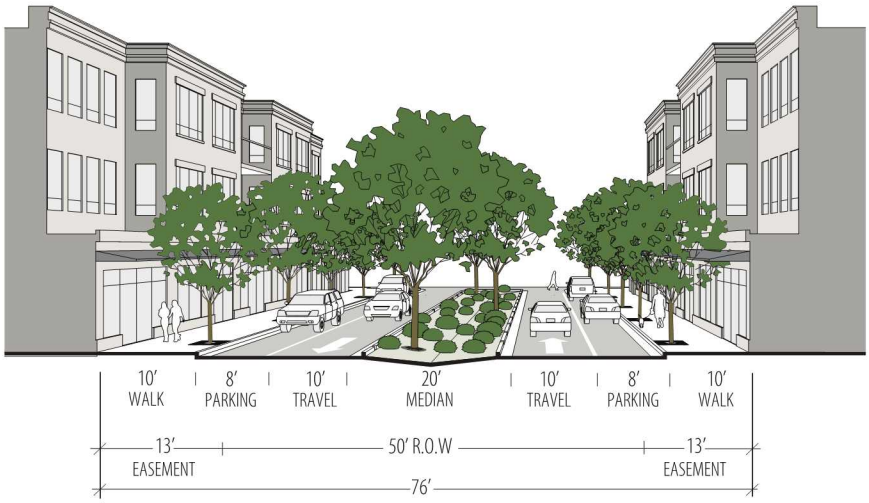
G. 31st Avenue (North of Arlington Loop)

31st [looking South]

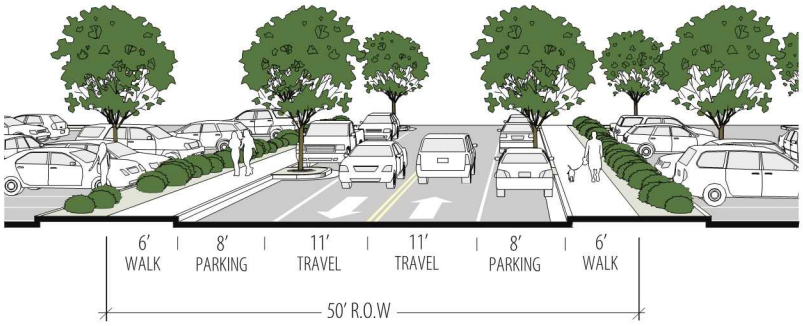


H. O'Ferral Street

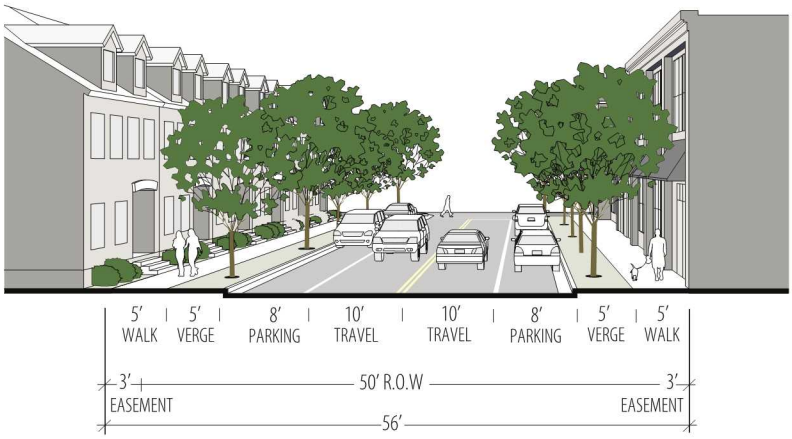
O'Ferral [looking West]



I. 27th Avenue



J. Midtown Local



Article 7. Administration

Sec. 7.1. Midtown Development Review Committee

A. The Midtown Development Review Committee is designated as the Committee whose purpose and responsibility as related to the Midtown Form-Based Code is to utilize to the fullest extent possible its individual and collective technical expertise, to coordinate and expedite the review, processing, recommendation and pre-hearing procedures.

B. The Midtown Development Review Committee is chaired by the Urban Development Director and consists of the following members or their designated representatives:

1. City Planning Administrator;
2. City Engineer;
3. Fire Marshall;
4. Building Official;
5. County Planner; and
6. Midtown Steering Committee appointees.

C. The Midtown Development Review Committee is required, as stated by the provisions of this Code, to ensure compliance with the Midtown Form-Based Code and other ordinances as they apply;

1. To expedite procedures necessary for the obtaining of building permits;
2. To provide applicants with one central review of their application;
3. To conserve the time and efforts of applicant and the Midtown Development Review Committee; and
4. To provide for a speedy processing of applications for building permits.

D. A review fee will be charged in accordance with the adopted fee schedule.

E. All procedures for permits, amendments and variances must follow the applicable requirements and procedures as established by City codes or ordinances. See Section 37, Application Procedure. The Midtown Development Review Committee's report must consist of the review of each member.

Sec. 7.2. Deviations from the Code

A. Authority

During the Site Plan Review process, the Midtown Development Review Committee is authorized to approve deviations to certain provisions of this Code, where, due to special conditions, strict enforcement would be physically impractical. This optional process may occur only where the applicant requests a deviation to a standard as specified below.

B. Permitted Deviations

The Midtown Development Review Committee must review the request in light of the purpose and intent of this Code. The Midtown Development Review Committee is authorized to approve a deviation for the following:

1. Build-to Zone (BTZ)

a. Increase or reduction of up to 20% of the minimum or maximum required primary street or side street setback.

b. Reduction of up to 5% of the minimum required build-to percentage.

2. Ground Floor Elevation

Reduction of up to 1' of the minimum required ground floor elevation.

3. Story Height

Reduction of up to 10% of the minimum required ground and upper story floor heights.

4. Transparency

Reduction of up to 5% of the minimum percentage of widows and doors that must cover street-facing building facades.

5. Blank Wall Area

Reduction of up to 15% of the maximum allowed blank wall area on street-facing building facades.

6. Pedestrian Access

Reduction of up to 10% of the minimum required distance between street-facing entrances.

7. Alternate Materials

Alternate building and fence and wall materials. Alternate materials must be considered equivalent or better than the materials listed and regionally-available materials are preferred.

8. Parking

Reduction of 10% of the minimum required vehicle parking spaces may be approved by the Midtown Development Review Committee, on a case-by-case basis, based on applicant-submitted parking data that illustrates that the required parking ratios do not accurately apply to their specific development or on the basis of transit service, shared parking or transportation demand management measures.

C. Unlisted Standards

Any request for relief from a required standard, other than those listed above, must be reviewed pursuant to the procedures contained in the Land Development Code, Sec. 40 Variances.

Sec. 7.3. Nonconformities

A. Purpose

1. The purpose of this section is to establish regulations and limitations on the continued existence of uses, buildings and structures established prior to the effective date of the Midtown Form-Based Code that do not conform to the provisions of this Code.

2. The lawful use of land, buildings and structures existing at the time of passage of this Code may be continued. The provisions of this section are designed to limit reinvestment in uses, buildings and structures that do not conform to this Code and where appropriate, to bring about their eventual compliance in order to preserve the integrity of the regulations established in this Code.

B. Nonconforming Uses

1. Authority to Continue

Any existing use that does not conform to this Code may be continued as long as it remains otherwise lawful, subject to the provisions below.

2. Ordinary Repair and Maintenance

Any existing use that does not conform to this Code, may undergo normal repair and maintenance or replacement and installation or relocation of non-bearing walls, non-bearing partitions, fixtures, wiring or plumbing.

3. Extensions/Expansions

Any existing use that does not conform with this Code cannot be expanded, enlarged or increased in size, footprint or coverage without approval by the Planning Commission.

4. Change in Use

Any existing use that does not conform to this Code may be changed to a more conforming use with the approval of the Urban Development Director. If changed to a more conforming use it may not be changed back to a less conforming use.

5. Discontinuance

a. When land used for a nonconforming use ceases to be used for the nonconforming use for 30 consecutive days, the use may not be reestablished or resumed.

b. When a building containing a nonconforming use ceases to be used for the nonconforming use for 180 consecutive days, the use may not be reestablished or resumed.

c. Upon evidence of hardship, the Urban Development Director may extend the above time limits once, not to exceed an additional 30 or 180 consecutive days, as applicable.

6. Damage or Destruction

a. In the event that any building or structure that is devoted in whole or in part to a nonconforming use is damaged or destroyed, by 50% or more of the fair market value of the building or structure immediately prior to the damage, the use cannot be restored.

b. When a building or structure devoted in whole or in part to a nonconforming use is damaged or destroyed, by less than 50% of the fair market value of the building or structure immediately prior to the damage, the use may be restored to the use that existed prior to the damage, provided that a Certificate of Occupancy has been obtained within 12 months of the date of the damage. Upon evidence of hardship, the Urban Development Director may extend the above time limit once, up to a time period of 12 consecutive months.

C. Nonconforming Buildings or Structures

1. Authority to Continue

Any existing building or structure that does not conform to this Code may be continued as long as it remains otherwise lawful, subject to the provisions below

2. Enlargement, Repair, Alterations

Any existing building or structure that does not conform to this Code may be enlarged, maintained, repaired or altered; provided, that no enlargement, maintenance, repair or alteration creates an additional nonconformity or increases the degree of the existing nonconformity of all or any part of the building or structure, except as specified in *Sec. 7.3.D. Nonconforming Build-to Requirement*.

3. Damage or Destruction

a. When an existing building or structure that does not conform to this Code is damaged or destroyed by 50% or more of the fair market value of the building or structure immediately prior to the damage, the building or structure must conform, in its entirety, to the requirements of this Code.

b. When an existing building or structure that does not conform to this Code is damaged or destroyed by less than 50% of the fair market value of the building or structure immediately prior to the damage, the building or structure may be repaired and reconstructed as it was before the damage or destruction, provided that the repair or reconstruction is completed within 12 months of the date of the damage. Upon evidence of hardship, the Urban Development Director may extend the above time limit once, up to a time period of 12 consecutive months.

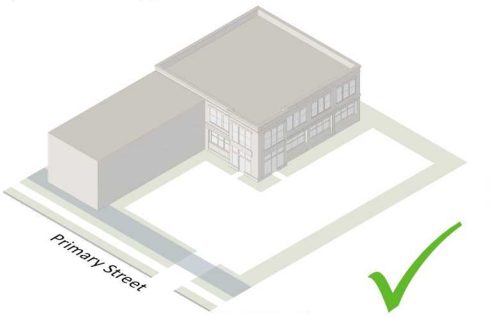
4. Relocation

An existing building or structure that does not conform to this Code cannot be relocated in whole or in part to any other location on the same or any other lot unless the entire building or structure conforms to this Code after being relocated, except as specified in *Sec. 7.3.D. Nonconforming Build-to Requirement*.

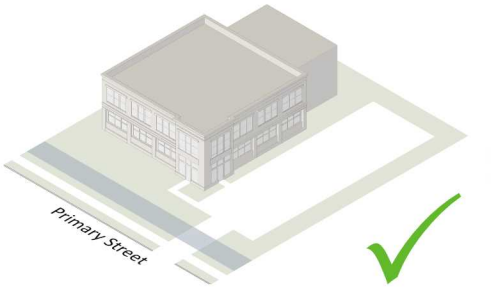
D. Nonconforming Build-to Requirement

1. Additions

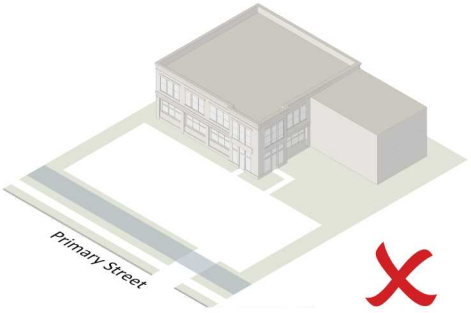
When an existing building is being expanded and the building doesn't meet the build-to requirement, the following nonconforming provisions apply.



Front Addition. Any addition to the front must be placed in the build-to zone. The addition does not have to meet the build-to percentage for the lot.



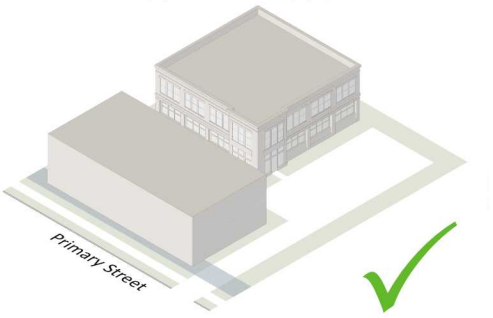
Rear Addition. Rear additions are allowed because the extension does not increase the degree of the nonconformity.



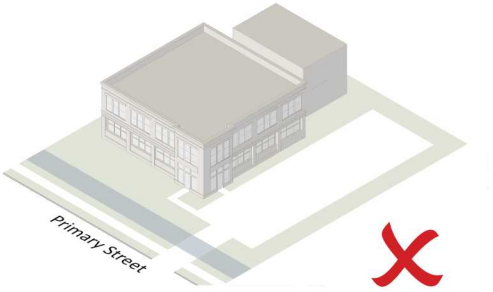
Side Addition. Side additions are not allowed because the extension increases the width of the building not located in the build-to zone.

2. New Buildings

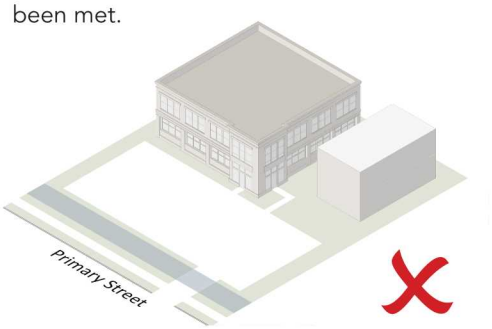
Where a new building is being constructed on a lot or site with an existing building on it that doesn't meet the build-to requirement, the following nonconforming provisions apply.



Front New Building. All new buildings must be placed in the build-to zone until the build-to percentage for the lot has been met.



Rear New Building. New buildings located outside of the build-to zone are not allowed until the build-to percentage for the lot has been met.



Side New Building. New buildings located outside of the build-to zone are not allowed until the build-to percentage for the lot has been met.

Article 8. Definitions

Sec. 8.1. General Provisions

A. General Meaning of Words and Terms

1. All words and terms used have their commonly accepted and ordinary meaning unless they are specifically defined in this Code or the context in which they are used clearly indicates to the contrary.

2. When vagueness or ambiguity is found to exist as to the meaning of any word or term used, any appropriate canon, maxim, principle or other technical rule of interpretations or construction used by the courts of this state may be employed to resolve vagueness and ambiguity in language.

B. Graphics, Illustrations and Photographs

The graphics, illustrations and photographs used to visually explain certain provisions of this Code are for illustrative purposes only. Where there is a conflict between a graphic, illustration or photograph and the text of this Code, the text controls.

Sec. 8.2. Defined Terms

The following terms are defined for the purpose of this Code. Terms not defined in this Code may be defined in Sec. 5, Definitions, of the Land Development Code. In such case, the definition contained in Sec. 5 of the Land Development Code should be used. If there is a conflict between a definition in Sec. 5 and this Code, the definition in this Code must be used. Definitions for uses are listed in *Sec. 4.5. Use Definitions.*

ABUTTING means having common property lines. Property separated by a street or alley is not considered abutting.

ACTIVE USE means a use other than parking.

ADDITION (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing walls is "new construction."

APARTMENT BUILDING means a building type that accommodates 12 or more attached dwelling units vertically and horizontally integrated (see also *Sec. 3.1*).

APARTMENT COURT means a building type that accommodates 12 or more attached dwelling units vertically and horizontally integrated and organized around a courtyard that fronts a primary street. (see also *Sec. 3.1*).

ATTIC means habitable or uninhabitable space within a building situated within the structure of a pitched roof and above the uppermost regular story.

AWNING/CANOPY means a wall-mounted, cantilevered structure providing shade and cover from the weather for a sidewalk (see also *Sec. 3.16.E*).

AWNING SIGN means a sign where graphics or symbols are painted, sewn or otherwise adhered to the awning material as an integrated part of the awning itself (see also *Sec. 5.3.H*).

BALCONY means a platform projecting from the wall of a building with a railing along its outer edge, often with access from a door or window (see also *Sec. 3.16.C*).

BLANK WALL AREA means a portion of the exterior facade of the building that does not include a substantial material change (paint color is not considered a substantial change); windows or doors; or columns, pilasters or other articulation greater than 12 inches in depth (see also *Sec. 3.17.M*).

BRACKET SIGN means a sign attached to the ground by one or more support structures that is not higher than 5 feet and hangs from a bracket or support (see also *Sec. 5.3.I*).

BUILDING ELEMENT means a component of a building as defined in *Sec. 3.16*.

BUILDING FACADE means the face of a building that delineates the edge of conditioned floor space.

BUILD-TO ZONE means the area on the lot where a certain percentage of the front building facade must be located, measured as a minimum and maximum setback range from the edge of the right-of-way (see also *Sec. 3.17.G*).

BUILDING TYPE means a building type defined by its form and function in *Sec. 3.1*.

CABINET SIGN means a sign that is mounted on the face of a building or on the ground that is typically rectangular in shape and provides for internal illumination and changing the message of the sign by replacing a single transparent or translucent panel.

CANOPY SIGN means a sign placed on a canopy so that the display surface is parallel to the plane of the wall (see also *Sec. 5.3.J*).

CARRIAGE HOUSE means a rear detached accessory dwelling unit located at grade or above a garage that is associated with a detached house building type.

CIVIC BUILDING means a building type that accommodates specifically identified civic uses (see also *Sec. 3.1*).

COTTAGE COURT means a development building type with 5 to 9 detached houses organized around a common courtyard that fronts a primary street (see also *Sec. 3.1*).

CROWN SIGN means a wall sign extending not more than 3 feet located on the upper horizontal band of a building at least 55 feet in height (see also *Sec. 5.3.K*).

DETACHED HOUSE means a building type that accommodates one dwelling unit on an individual lot with yards on all sides along with a rear accessory dwelling unit at grade or above a garage (see also *Sec. 3.1*).

FORECOURT means an open area at grade or within 30 inches of grade, that serves as an open space, plaza or outdoor dining area (see also *Sec. 3.16.F*).

GARDEN APARTMENT means a building type that accommodates 3 to 12 attached dwelling units vertically and horizontally integrated (see also *Sec. 3.1*).

GALLERY means a covered passage extending along the outside wall of a building supported by arches or columns that is open on 3 sides (see also *Sec. 3.16.D*).

GENERAL BUILDING means a building type that typically accommodates commercial uses (see also *Sec. 3.1*).

GROSS FLOOR AREA means the sum in square feet of the horizontal area of all floors of the building measured from the exterior walls or from the centerline when two buildings or units abut. Gross floor area includes basement floor area when more than 50% of the basement height is above the established curb level or above the finished lot grade level where the curb level has not been established. Elevator shafts, stairwells, floor space used for mechanical equipment, attics, balconies and mezzanines, enclosed porches and floor area devoted to accessory uses is included in the calculation of gross floor area. However, the following is not included: any space devoted exclusively to on-site parking; or outdoor loading, display, storage, utility service areas; and uninhabited enclosed space on tops of roofs; or attic space having head room of less than 7'-6".

GROUND FLOOR means the floor of a building that is at or nearest to the level of the ground around the building. Does not include the floor of a basement.

GROUND FLOOR ELEVATION means the height of the finished ground floor measured from the top of the abutting sidewalk (see also *Sec. 3.17.J*).

GROUND SIGN, SMALL means a sign attached along its entire width to a continuous pedestal that is no higher than 5 feet (see also *Sec. 5.3.L*).

GROUND SIGN, LARGE means a sign attached along its entire width to a continuous pedestal that is between 5 and 10 feet in height (see also *Sec. 5.3.M*).

HEIGHT, BUILDING means the highest point of a pitched or flat roof measured from average grade (see also *Sec. 3.17.H*).

HEIGHT, STORY means the height of story measured from the top of the finished floor to the ceiling above (see also *Sec. 3.17.K*).

LOT means a parcel of land either vacant or occupied intended as a unit for the purpose, whether immediate or for the future, of transfer of ownership or possession or for development (see also *Sec. 3.17.B*).

LOT AREA means the area included within the rear, side and front lot lines. Lot area does not include existing or proposed right-of-way, whether dedicated or not dedicated to public use (see also *Sec. 3.17.B*).

LOT WIDTH means the distance between the two side lot lines measured at the primary street property line along a straight line or along the chord of the property line on a curvilinear lot (see also *Sec. 3.17.B*).

LOT DEPTH means the distance between the front and rear property lines measured along a line midway between the side property lines (see also *Sec. 3.17.B*).

IMPROVED SITE AREA means the sum of the horizontal area of the outside portion of the site and includes any space devoted to on-site parking; outdoor loading, display,

storage, utility service, decorative areas and landscaped areas that are part of the original site plan approval.

MIXED USE BUILDING means a multi-story building type that typically accommodates ground floor retail uses with upper-story residential or commercial use (see also *Sec. 3.1*).

OUTDOOR AMENITY SPACE means a predominately outdoor, open and uncovered area that serves as an outside amenity for occupants of a development (see also *Sec. 3.17.F*).

PORCH means a raised structure attached to a building, forming a covered entrance to a doorway (see also *Sec. 3.16.A*).

PROJECTING SIGN means a sign that is wholly or partly dependent upon a building for support, which projects at an angle away from the building, extending more than 1 foot (see also *Sec. 5.3.N*).

PROTECTED DISTRICT means any R-1A, R-1B, R-1C or R-2 district.

RACEWAY means an enclosed channel of metal or nonmetallic materials designed expressly for holding wires or cables associated with illuminating a sign.

SERVICE STREET means a specifically designated street where special rules apply. 27th Avenue is a designated service street.

SHADE TREE means a locally adapted species with an expected mature height of 35 feet or greater and an expected mature crown spread of at least 30 feet or greater.

SHINGLE SIGN means a small projecting sign that hangs from a bracket or support and is located over or near a building entrance (see also *Sec. 5.3.O*).

SHOPFRONT BUILDING means a single-story building type that typically accommodates ground floor retail uses (see also *Sec. 3.1*).

SIDEWALK SIGN means a moveable sign not secured or attached to the ground or surface upon which it is located (see also *Sec. 5.3.P*).

SITE means any lot or group of contiguous lots owned or controlled by the same person or entity, assembled for the purpose of a single development (see also *Sec. 3.17.A*).

SITE AREA means the area included within the rear, side and front lot lines of the site. Site area does not include existing or proposed right-of-way, whether dedicated or not dedicated to public use (see also *Sec. 3.17.A*).

SITE WIDTH means the distance between the side lot lines of the site (generally running perpendicular to a street) measured at the primary street property line along a straight line or along the chord of the property line. (see also *Sec. 3.17.A*).

STACKED FLAT means a multi-story building type that accommodates side-by-side attached units where units can be used for both non-residential and residential use. Ground floor units can be separated from upper-story units or units can be internally connected (see also *Sec. 3.1*).

STOOP means a small raised platform that serves as an entrance to a building (see also *Sec. 3.16.B*).

TOWNHOUSE means a building type that accommodates 3 or more dwelling units where each unit is separated vertically by a common side wall. Units cannot be vertically mixed (see also *Sec. 3.1*).

TRANSPARENCY means the total area of window and door opening filled with glass, expressed as a percentage of the total facade area by story (see also *Sec. 3.17.L*).

UNDERSTORY TREE means a locally adapted species with an expected mature height of at least 15 feet and an expected mature crown spread of at least 15 feet.

UPPER STORY means any story above the ground story or floor.

URBAN DEVELOPMENT DIRECTOR means the director of the City of Hattiesburg's Urban Development Department or the director's designee.

WALL SIGN means a sign fastened to or painted on the wall of a building in such a manner that the wall becomes the supporting structure for or forms the background surface of the sign and which does not project more than 1 foot from the building or structure (see also *Sec. 5.3.Q*).

WINDOW SIGN means a sign affixed to the inside of a window or door or a sign placed within a building so as to be plainly visible and legible through a window or door (see also *Sec. 5.3.R*).

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, TO ADOPT THE MIDTOWN HATTIESBURG FORM BASED CODE OF THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said amendments for the following reason:

The recommendation was based on the consistency with the Comprehensive Plan 2008 to 2028 and the Midtown Hattiesburg Master Plan (Midtown in Motion), a Public Need in the area for more accessible buildings and greater economic vitality in the Midtown Area, and a Change in Neighborhood Character based on expansion efforts of Forrest General Hospital, the Hattiesburg Clinic, and the University of Southern Mississippi.

The amendments contained in the Midtown Hattiesburg Form Based Code (page 3) are applicable to all properties identified on the Midtown Form Based Code Zoning Map and

the area is generally bounded as described below:

Northern boundary: Southern right of way line of Hardy Street;

Eastern boundary: Western right of way line of US Highway 49;

Southern boundary: the abutting lots on the south side of Adeline Street from US Highway 49 to South 28th Avenue, and the southern property limits of Bedford Care and the Hattiesburg Clinic along a creek to South 31st Avenue; and

Western boundary: Eastern right of way line of South 31st Avenue from aforementioned creek to Arlington Loop; a single parcel (being 155 feet by 123 feet) and located at the southwest corner of the intersection of South 31st Avenue and Arlington loop; and a line that is parallel to South 31st Avenue and situated three hundred feet west of South 31st Avenue extending from the south right of way line of Hardy Street to northern right of way line of Arlington Loop.

Said area containing 147 acres, more or less.

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

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

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

YEAS: NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,

this the_____day of_____ A.D., 2013.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3105

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, TO ADOPT THE MIDTOWN HATTIESBURG FORM BASED CODE OF THE CITY OF HATTIESBURG MISSISSIPPI

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

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to APPROVE said amendments for the following reason:

The recommendation was based on the consistency with the Comprehensive Plan 2008 to 2028 and the Midtown Hattiesburg Master Plan (Midtown in Motion), a Public Need in the area for more accessible buildings and greater economic vitality in the Midtown Area, and a Change in Neighborhood Character based on expansion efforts of Forrest General Hospital, the Hattiesburg Clinic, and the University of Southern Mississippi.

The amendments contained in the Midtown Hattiesburg Form Based Code (page 3) are applicable to all properties identified on the Midtown Form Based Code Zoning Map and

the area is generally bounded as described below:

Northern boundary: Southern right of way line of Hardy Street;

Eastern boundary: Western right of way line of US Highway 49;

Southern boundary: the abutting lots on the south side of Adeline Street from US Highway 49 to South 28th Avenue, and the southern property limits of Bedford Care and the Hattiesburg Clinic along a creek to South 31st Avenue; and

Western boundary: Eastern right of way line of South 31st Avenue from aforementioned creek to Arlington Loop; a single parcel (being 155 feet by 123 feet) and located at the southwest corner of the intersection of South 31st Avenue and Arlington loop; and a line that is parallel to South 31st Avenue and situated three hundred feet west of South 31st Avenue extending from the south right of way line of Hardy Street to northern right of way line of Arlington Loop.

Said area containing 147 acres, more or less.

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

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

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

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 2nd day of July A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor,

this the 2nd day of July A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-50

File ID: 2013-50 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/26/2013

Brief Title: Adopt Resolution to change Council meeting date. **Final Action:** 07/02/2013

Minute Book Number: MB2013-189

Title:

Adopt a Resolution to change the date of the second July, 2013, Hattiesburg City Council meeting to July 23, 2013.

Notes:

Sponsors: **Enactment Date:**

Attachments: RES-Change, Council Meeting Dates, executed
RES-Change, Council Meeting Dates 2013-49

Enactment Number:

Contact: **Meeting Date:** 07/02/2013

Drafter: Debbie Bernardo **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a Resolution to change the date of the second July, 2013, Hattiesburg City Council meeting to July 23, 2013.

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

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

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor
Council Member Dryden

ΓEL-No Vote: 0

Text of Legislative File 2013-50

Title

Adopt a Resolution to change the date of the second July, 2013, Hattiesburg City Council meeting to July 23, 2013.

Summary

Adopt Resolution to change Council meeting date.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the Hattiesburg City Council adopted Ordinance Number 2467 on November 16, 1993, establishing that the City Council will meet the first Tuesday after the first Monday of each month and on Tuesday two weeks later, in accordance with Mississippi State Code 21-8-11; and,

WHEREAS, the Mississippi Municipal League will hold its 82nd Annual Conference July 15-17, 2013; and,

WHEREAS, it will therefore be necessary to postpone the City Council's scheduled July 16, 2013, meeting for one week;

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council hereby change the date of said meeting to July 23, 2013.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of July, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of July, 2013.

_____ _____

CITY CLERK MAYOR

RESOLUTION

WHEREAS, the Hattiesburg City Council adopted Ordinance Number 2467 on November 16, 1993, establishing that the City Council will meet the first Tuesday after the first Monday of each month and on Tuesday two weeks later, in accordance with Mississippi State Code 21-8-11; and,

WHEREAS, the Mississippi Municipal League will hold its 82nd Annual Conference July 15-17, 2013; and,

WHEREAS, it will therefore be necessary to postpone the City Council's scheduled July 16, 2013, meeting for one week;

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council hereby change the date of said meeting to July 23, 2013.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of July, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 2nd day of July, 2013.

CITY CLERK

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2013-0383

File ID:	2013-0383	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/25/2013
Brief Title:	Project Resolution Requisition No. 24 - 2012 Bonds.			**Final Action:**	07/02/2013
				Minute Book Number:	MB2013-189

Title:

Adopt a Resolution authorizing Requisition No. 24 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.24, executed Bond Requisition No.24 RES2013-50	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution authorizing Requisition No. 24 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, Dryden and Naylor

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0383

Title

Adopt a Resolution authorizing Requisition No. 24 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. 24 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. 24 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. 24 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. 24 from the Project Fund Construction Account under the Loan in the total aggregate amount of $255,133.93 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. 24 from the Project Fund Construction Account under the Loan in the total aggregate amount of Two hundred fifty-five thousand one hundred thirty-three & 93/100 dollars ($255,133.93) 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. 24 in the total aggregate amount of Two hundred fifty-five thousand one hundred thirty-three & 93/100 dollars ($255,133.93) 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 2nd day of July, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of July, 2013.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **24**

DATE OF REQUISITION: **7/2/2013**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Suncoast Infrastructure, Inc. P O Box 397 Florence, MS 39073	094695.7220.51	$ 172,645.65	Pay App No. 2	Construction of COMSWIP Sewer Phase IV for period 4/26/13 - 5/25/13. MB 2012-1/413
2.	Lyman Well Company 15456 Sub Ladner Road Gulfport, MS 39503	094695.7245.02	$ 76,000.00	Pay App No.3	Construction on James Street Water Well # 3 for period through 6/20/13. MB 2013-52
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.02	$ 6,488.28	17519	Construction management on James Street Water Well # 3 for period through 6/20/13. MB 2012-1/350
			$ 255,133.93		

sdw
Engineering Progress

June 21, 2013

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

Attn: Mr. Bert Kuyrkendall

Re: 1500 GPM Water Well #3 at Water Plant #2
City of Hattiesburg

Enclosed please find Pay Application No. 3 in the sum of $76,000.00 for the above referenced project. Progress on this project has been steady. As of the date of this letter, Lyman has completed installation of the screen, and are currently performing the pumping tests. Please do not hesitate to call our office should you have questions or comments.

Sincerely,

Marcelin JOSEPH, E.I.

Enclosures (2)

cc: Steve Tingle
Josh Ladner

APPROVED FOR PAYMENT
DATE 6/24/13
SIGNATURE

094695.7245.02
MB 2013-52

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Hattiesburg	**PROJECT:**	1500 GPM WATER WELL AT WATER PLANT#2 WATER WELL #3 HATTIESBURG	**APPLICATION NO:** 003 **PERIOD TO:** **CONTRACT FOR:** WATER WELL **CONTRACT DATE:** **PROJECT NOS:** R-110-205-02-GZ / / R-110-205-02-GZ	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR:	Lyman Well Company	**VIA ARCHITECT:**	Shows,Dearman and Watts		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 346,000.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 = 2)		$ 346,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 240,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 12,000.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 12,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 228,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 152,000.00
8. CURRENT PAYMENT DUE		$ 76,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 118,000.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [signature] Date: 6/17/2013
State of: Mississippi
County of: Harrison
Subscribed and sworn to before me this 17th day of June 2013
Notary Public: [signature]
My Commission expires: 11-8-16

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 91518 VERONICA JANINE GREENE Commission Expires Nov. 8, 2016 HARRISON COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 76,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Engineer
By: [signature] Date: 6-19-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:
(1093617747)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003
APPLICATION DATE: 06/17/2013
PERIOD TO:
ARCHITECT'S PROJECT NO: R-110-205-02-GZ

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Test Hole	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	2,500.00
2	Casing setting and cementing	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %	0.00	5,500.00
3	Screen setting and well development	80,000.00	0.00	80,000.00	0.00	80,000.00	100.00 %	0.00	4,000.00
4	Pump Installation	80,000.00	0.00	0.00	0.00	0.00	0.00 %	80,000.00	0.00
5	Master Meter	6,000.00	0.00	0.00	0.00	0.00	0.00 %	6,000.00	0.00
6	Yard Piping	14,000.00	0.00	0.00	0.00	0.00	0.00 %	14,000.00	0.00
7	Electrical work	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
8	8" Ductile Iron Watermain	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
9	Erosion Control	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00

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User Notes:
(1316574256)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$346,000.00	$160,000.00	$80,000.00	$0.00	$240,000.00	69.36 %	$106,000.00	$12,000.00

31% of time elapsed.

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User Notes:
(1316574256)

sdw

Engineering Progress

June 13, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: **Sewer Phase 4 - ComSWIP**
Suncoast Infrastructure

Dear Bert,

Enclosed please find Pay Estimate No. 2 in the amount of $172,645.65 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs

enclosure

APPROVED FOR PAYMENT
DATE 6/24/13
SIGNATURE

Cc: Wade Phillips, SDW
Suncoast Infrastructure

094695. 7220. 51
MB 2012-1/413

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Name and Location of Project:
Comprehensive Sewer Improvements Phase IV
City of Hattiesburg, MS

Project # 13019

Name and Address of Contractor:
Suncoast infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

Estimate No.2 for 4/26/13 to 5/25/13

Item No.	Description of Item	Units	Cost per Unit	Original Contract Quantity	Original Contract Amount	Quantity Adjustment By C.O.	Current Contract Quantity	Current Contract Amount	Previous Quantity	Quantity This Period	Amount This Period	Quantity to Date	Amount to Date	Cost of Uncompleted Work
1	6" CIPP	LF	$18.00	1,057	$19,026.00	0	1,057	$19,026.00	1,277	0	$0.00	1,277	$22,986.00	($3,960.00)
2	8" CIPP	LF	$22.00	5,330	$117,260.00	0	5,330	$117,260.00	5,127	0	$0.00	5,127	$112,794.00	$4,466.00
3	Remove and Replace Service Lateral	LF	$23.00	700	$16,100.00	0	700	$16,100.00	299	129	$2,967.00	428	$9,844.00	$6,256.00
4	CIPP Service Lateral	LF	$135.00	2,100	$283,500.00	0	2,100	$283,500.00	0	857.5	$115,762.50	857.5	$115,762.50	$167,737.50
5	Cleanout Assembly	EA	$100.00	112	$11,200.00	0	112	$11,200.00	84	9	$900.00	93	$9,300.00	$1,900.00
6	Point Repair	EA	$3,000.00	1	$3,000.00	0	1	$3,000.00	5	0	$0.00	5	$15,000.00	($12,000.00)
7	Manhole Replacement	EA	$2,500.00	1	$2,500.00	0	1	$2,500.00	0	0	$0.00	0	$0.00	$2,500.00
8	Manhole Rehabilitation	VF	$240.00	95	$22,800.00	0	95	$22,800.00	0	261.2	$62,688.00	261.2	$62,688.00	($39,888.00)
9	Mobilization	LS	$25,439.00	1	$25,439.00	0	1	$25,439.00	1	0.0	$0.00	1.0	$25,439.00	$0.00
10	Road Repair	SY	$45.00	187	$8,415.00	0	187	$8,415.00	7.57	139.77	$6,289.65	147.34	$6,630.30	$1,784.70
	Total Bid				$509,240.00			$509,240.00			$188,607.15		$380,443.80	$128,796.20
CHANGE ORDER SUMMARY														
CHANGE ORDER NO. 1														
C1.1	Concrete Repair	SY	$90.31	0	$0.00	250	250	$22,577.50	0	35.67	$3,221.36	35.67	$3,221.36	$19,356.14
	Change Order No. 1 Total				$0.00			$22,577.50			$3,221.36		$3,221.36	$19,356.14
	Total Change Orders				$0.00			$22,577.50			$3,221.36		$3,221.36	$19,356.14
	Grand Total, Base Bid plus Change Orders				$509,240.00			$531,817.50			$191,828.51		$383,665.16	$148,152.34

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	Project No. 13019	Contract No.
Name of Project Comprehensive Sewer Improvements Phase IV	Periodic Estimate Number 2	
Location of Project City of Hattiesburg, MS	Estimate Period From : 4/26/13 To: 5/25/13	
Name & Address of Owner City of Hattiesburg c/o Shows, Dearman, & Waits, Inc. 301 Second Street Hattiesburg, MS 39403	Name and Address of Contractor Suncoast Infrastructure, Inc. P.O. Box 397 Florence, Ms 39073	

SCHEDULE OF CONTRACT CHANGE ORDERS

(List every change order issued to date of this request even if no work has been done under one or more such orders

Contract Change Order NO. (1)	Contract Change Order Date (2)	Description (3)	Additions To Contract Price As Shown on Change Order (4)	Deductions From Contract Price As ShownOn Change Order (5)
1	05/23/12	Additional Scope of Work	$22,577.50	
		Totals	$22,577.50	$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a)	ORIGINAL CONTRACT AMOUNT.....	$509,240.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE.....	$22,577.50
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE.....	$0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE.....	$531,817.50

ANALYSIS OF WORK PERFORMED TO DATE

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE.....	$380,443.80
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER.....	$3,221.36
(c)	TOTAL COST OF WORK PERFORMED TO DATE.....	$383,665.16
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD.....	$0.00
(e)	SUBTOTAL OF (c) and (d).....	$383,665.16
(f)	LESS: RETAINAGE (10%).....	($38,366.52)
(g)	SUBTOTAL OF (e) and (f).....	$345,298.64
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES.....	$172,652.99
(i)	AMOUNT DUE THIS ESTIMATE.....	$172,645.65

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Suncoast Infrastructure, Inc.
(Contractor)

By: David Harris

Title: Project Manager

Date: 06/10/13

RECOMMENDATION OF ENGINEER

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By: [signature]

Title: Project Engineer

Date: 6/12/13

sdw
Engineering Progress

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

May 30, 2013
Project No: 1237C.001
Invoice No: 17519

Project Manager John Weeks

Project 1237C.001 Construction Mgt - James St. WTP #3

Professional Services from April 21, 2013 to May 25, 2013

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	40.00	20.00	800.00	
Tingle, William	6.00	27.00	162.00	
ENGINEERING INTERN				
Joseph, Marcelin	15.00	18.03	270.45	
PROJECT ENGINEER				
Weeks, John	21.50	43.27	930.31	
Totals	82.50		2,162.76	
Total Labor		**3.0 times**	**2,162.76**	6,488.28
		Total this Invoice		**$6,488.28**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

APPROVED FOR PAYMENT
DATE 6/10/13
SIGNATURE

094695.7245.02

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

~~094695.7245.02~~
MB 2012-1/350

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. 24 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Carroll offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 24 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. 24 from the Project Fund Construction Account under the Loan in the total aggregate amount of $255,133.93 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. 24 from the Project Fund Construction Account under the Loan in the total aggregate amount of Two hundred fifty-five thousand one hundred thirty-three & 93/100 dollars ($255,133.93) 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. 24 in the total aggregate amount of Two hundred fifty-five thousand one hundred thirty-three & 93/100 dollars ($255,133.93) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of July, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of July, 2013.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: **24**

DATE OF REQUISITION: **7/2/2013**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	Suncoast Infrastructure, Inc. P O Box 397 Florence, MS 39073	094695.7220.51	$ 172,645.65	Pay App No. 2	Construction of COMSWIP Sewer Phase IV for period 4/26/13 - 5/25/13. MB 2012-1/413
2.	Lyman Well Company 15456 Sub Ladner Road Gulfport, MS 39503	094695.7245.02	$ 76,000.00	Pay App No.3	Construction on James Street Water Well # 3 for period through 6/20/13. MB 2013-52
3.	Shows, Dearman, & Waits, Inc. 301 Second Ave P O Box 1711 Hattiesburg, MS 39403-1711	094695.7245.02	$ 6,488.28	17519	Construction management on James Street Water Well # 3 for period through 6/20/13. MB 2012-1/350
			$ 255,133.93		

sdw
Engineering Progress

June 21, 2013

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

Attn: Mr. Bert Kuyrkendall

Re: 1500 GPM Water Well #3 at Water Plant #2
City of Hattiesburg

Enclosed please find Pay Application No. 3 in the sum of $76,000.00 for the above referenced project. Progress on this project has been steady. As of the date of this letter, Lyman has completed installation of the screen, and are currently performing the pumping tests. Please do not hesitate to call our office should you have questions or comments.

Sincerely,

Marcelin JOSEPH, E.I.

Enclosures (2)

cc: Steve Tingle
Josh Ladner

APPROVED FOR PAYMENT
DATE 6/29/13
SIGNATURE

094695.7245.02
MB 2013-52

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Hattiesburg	**PROJECT:**	1500 GPM WATER WELL AT WATER PLANT#2 WATER WELL #3 HATTIESBURG	**APPLICATION NO:** 003 **PERIOD TO:** **CONTRACT FOR:** WATER WELL **CONTRACT DATE:** **PROJECT NOS:** R-110-205-02-GZ / / R-110-205-02-GZ	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR:	Lyman Well Company	**VIA ARCHITECT:**	Shows,Dearman and Ware		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 346,000.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 346,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 240,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 12,000.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 12,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 228,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 152,000.00
8. CURRENT PAYMENT DUE		$ 76,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 118,000.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 6/17/2013
State of: Mississippi
County of: Harrison
Subscribed and sworn to before me this 17th day of June 2013
Notary Public: _____
My Commission expires: 11-8-16

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 91516 VERONICA JANINE GREENE Commission Expires Nov 8, 2016 HARRISON COUNTY

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 76,000.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: _____ Date: 6-19-13

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes:
(1093817747)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003
APPLICATION DATE: 06/17/2013
PERIOD TO:
ARCHITECT'S PROJECT NO: R-110-205-02-GZ

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Test Hole	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %	0.00	2,500.00
2	Casing setting and cementing	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %	0.00	5,500.00
3	Screen setting and well development	80,000.00	0.00	80,000.00	0.00	80,000.00	100.00 %	0.00	4,000.00
4	Pump Installation	80,000.00	0.00	0.00	0.00	0.00	0.00 %	80,000.00	0.00
5	Master Meter	6,000.00	0.00	0.00	0.00	0.00	0.00 %	6,000.00	0.00
6	Yard Piping	14,000.00	0.00	0.00	0.00	0.00	0.00 %	14,000.00	0.00
7	Electrical work	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
8	8" Ductile Iron Watermain	4,000.00	0.00	0.00	0.00	0.00	0.00 %	4,000.00	0.00
9	Erosion Control	1,000.00	0.00	0.00	0.00	0.00	0.00 %	1,000.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00

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User Notes:
(1316574256)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	GRAND TOTAL	$346,000.00	$160,000.00	$80,000.00	$0.00	$240,000.00	69.36 %	$106,000.00	$12,000.00

31% of time elapsed.

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User Notes:
(1316574256)

sdw

Engineering Progress

June 13, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall

Re: **Sewer Phase 4 - ComSWIP**
Suncoast Infrastructure

Dear Bert,

Enclosed please find Pay Estimate No. 2 in the amount of $172,645.65 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/rs

enclosure

Cc: Wade Phillips, SDW
Suncoast Infrastructure

094695. 7220. 51
MB 2012-1/413

APPROVED FOR PAYMENT
DATE 6/24/13
SIGNATURE

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Name and Location of Project:
Comprehensive Sewer Improvements Phase IV
City of Hattiesburg, MS

Project # 13019

Name and Address of Contractor:
Suncoast Infrastructure, Inc.
P.O. Box 397
Florence, MS 39073

Estimate No.2 for 4/26/13 to 5/25/13

Item No.	Description of Item	Units	Cost per Unit	Original Contract Quantity	Original Contract Amount	Quantity Adjustment By C.O.	Current Contract Quantity	Current Contract Amount	Previous Quantity	Quantity This Period	Amount This Period	Quantity to Date	Amount to Date	Cost of Uncompleted Work
1	6" CIPP	LF	$18.00	1,057	$19,026.00	0	1,057	$19,026.00	1,277	0	$0.00	1,277	$22,986.00	($3,960.00)
2	6" CIPP	LF	$22.00	5,330	$117,260.00	0	5,330	$117,260.00	5,127	0	$0.00	5,127	$112,794.00	$4,466.00
3	Remove and Replace Service Lateral	LF	$23.00	700	$16,100.00	0	700	$16,100.00	299	129	$2,967.00	428	$9,844.00	$6,256.00
4	CIPP Service Lateral	LF	$135.00	2,100	$283,500.00	0	2,100	$283,500.00	0	857.5	$115,762.50	857.5	$115,762.50	$167,737.50
5	Cleanout Assembly	EA	$100.00	112	$11,200.00	0	112	$11,200.00	84	9	$900.00	93	$9,300.00	$1,900.00
6	Point Repair	EA	$3,000.00	1	$3,000.00	0	1	$3,000.00	5	0	$0.00	5	$15,000.00	($12,000.00)
7	Manhole Replacement	EA	$2,500.00	1	$2,500.00	0	1	$2,500.00	0	0	$0.00	0	$0.00	$2,500.00
8	Manhole Rehabilitation	VF	$240.00	95	$22,800.00	0	95	$22,800.00	0	261.2	$62,688.00	261.2	$62,688.00	($39,888.00)
9	Mobilization	LS	$25,439.00	1	$25,439.00	0	1	$25,439.00	1	0.0	$0.00	1.0	$25,439.00	$0.00
10	Road Repair	SY	$45.00	187	$8,415.00	0	187	$8,415.00	7.57	139.77	$6,289.65	147.34	$6,630.30	$1,784.70
	Total Bid				$509,240.00			$509,240.00			$188,697.15		$380,443.80	$128,796.20
CHANGE ORDER SUMMARY														
CHANGE ORDER NO. 1														
C1.1	Concrete Repair	SY	$90.31	0	$0.00	250	250	$22,577.50	0	35.67	$3,221.36	35.67	$3,221.36	$19,356.14
	Change Order No. 1 Total				$0.00			$22,577.50			$3,221.36		$3,221.36	$19,356.14
	Total Change Orders				$0.00			$22,577.50			$3,221.36		$3,221.36	$19,356.14
	Grand Total, Base Bid plus Change Orders				$509,240.00			$531,817.50			$191,828.51		$383,665.16	$148,152.34

PERIODIC ESTIMATE FOR PARTIAL PAYMENT	Project No. 13019	Contract No.
Name of Project Comprehensive Sewer Improvements Phase IV	Periodic Estimate Number 2	
Location of Project City of Hattiesburg, MS	Estimate Period From : 4/26/13 To: 5/25/13	
Name & Address of Owner City of Hattiesburg c/o Shows, Dearman, & Waits, Inc. 301 Second Street Hattiesburg, MS 39403	Name and Address of Contractor Suncoast Infrastructure, Inc. P.O. Box 397 Florence, Ms 39073	

SCHEDULE OF CONTRACT CHANGE ORDERS

(List every change order issued to date of this request even if no work has been done under one or more such orders

Contract Change Order NO. (1)	Contract Change Order Date (2)	Description (3)	Additions To Contract Price As Shown on Change Order (4)	Deductions From Contract Price As ShownOn Change Order (5)
1	05/23/12	Additional Scope of Work	$22,577.50	
		Totals	$22,577.50	$0.00

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a)	ORIGINAL CONTRACT AMOUNT	$509,240.00
(b)	PLUS: ADDITIONS SCHEDULED IN COLUMN 4 ABOVE	$22,577.50
(c)	LESS: DEDUCTIONS SCHEDULED IN COLUMN 5 ABOVE	$0.00
(d)	ADJUSTED CONTRACT AMOUNT TO DATE	$531,817.50

ANALYSIS OF WORK PERFORMED TO DATE

(a)	COST OF ORIGINAL CONTRACT WORK PERFORMED TO DATE	$380,443.80
(b)	EXTRA WORK PERFORMED TO DATE BY CHANGE ORDER	$3,221.36
(c)	TOTAL COST OF WORK PERFORMED TO DATE	$383,665.16
(d)	ADD: MATERIALS STORED AT CLOSE OF PERIOD	$0.00
(e)	SUBTOTAL OF (c) and (d)	$383,665.16
(f)	LESS: RETAINAGE (10%)	($38,366.52)
(g)	SUBTOTAL OF (e) and (f)	$345,298.64
(h)	LESS: AMOUNT OF PREVIOUS ESTIMATES	$172,652.99
(i)	AMOUNT DUE THIS ESTIMATE	$172,645.65

CERTIFICATE OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown in this Periodic Estimate for Partial Payment are correct; that all work has been performed and /or duly authorized deviations, substitutions, alterations and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate; and that no part of the "Amount Due This Estimate" has been received.

Suncoast Infrastructure, Inc.
(Contractor)

By: David Harris

Title: Project Manager

Date: 06/10/13

RECOMMENDATION OF ENGINEER

This Periodic Estimate for Partial Payment covers all pay item work performed by the contractor through the estimate period stated hereon. The undersigned recommends payment of the amount on line (i) above subject to the provisions of the Contract Documents covering the repair or replacement of all defective work, if any, that may be discovered prior to final payment or expiration of the general guaranty period.

By: John Ha

Title: Project Engineer

Date: 6/12/13

sdw
Engineering Progress

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

May 30, 2013
Project No: 1237C.001
Invoice No: 17519

Project Manager John Weeks

Project 1237C.001 Construction Mgt - James St. WTP #3

Professional Services from April 21, 2013 to May 25, 2013

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	40.00	20.00	800.00	
Tingle, William	6.00	27.00	162.00	
ENGINEERING INTERN				
Joseph, Marcelin	15.00	18.03	270.45	
PROJECT ENGINEER				
Weeks, John	21.50	43.27	930.31	
Totals	82.50		2,162.76	
Total Labor		**3.0 times**	**2,162.76**	**6,488.28**
		Total this Invoice		**$6,488.28**

Please make checks payable to Shows, Dearman and Waits, Inc. Thank you.

APPROVED FOR PAYMENT
DATE 6/10/13
SIGNATURE

094695.7245.02

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

~~094695.7245.02~~
MB 2012-1/350

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: Eddie R. Myers
Title: Director of Administration/City Clerk
(Authorized City Representative)

City of Hattiesburg, MS

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

Master

File Number: 2013-0390

File ID: 2013-0390 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/25/2013

Brief Title: Video Services Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network") for a term of five (5) years from the ef

Final Action: 07/02/2013

Minute Book Number: MB2013-189-190

Title:

Authorize Mayor to execute Video Services Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network") for a term of five (5) years from the effective date of this agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: AT & T_Video_Services_Agreement, executed AT & T_Video_Services_Agreement

Enactment Number:

Contact:

Meeting Date: 07/02/2013

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute Video Services Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network") for a term of five (5) years from the effective date of this agreement.

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

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

Nays: 0

Yea:	5	President Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Naylor
		Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0390

Title

Authorize Mayor to execute Video Services Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network") for a term of five (5) years from the effective date of this agreement.

Summary

Video Services Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi, to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network") for a term of five (5) years from the effective date of this agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated _____ 2013 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Hattiesburg, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. AT&T Mississippi is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

B. For purposes of this Agreement, IP-enabled Video Services shall include any technological advances that may be used to provide video services in the future.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows.

1. Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be five (5) years from the Effective Date of this agreement. The term may be extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessments shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section 1 (a) above, either AT&T Mississippi or the City shall have the right to terminate this Agreement and all obligations and services hereunder upon ninety (90) days notice to the other Party, if (a)

AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives and it ceases provision of such services; (b) cable company Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to four percent (4%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and four percent (4%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IP Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. § 542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

2.1 For purposes of this Agreement, Gross Revenue means any and all revenue collected by AT&T Mississippi from the provision of its IP Video Services in the City, including, but not limited to the following:

(a) recurring charges for IP Video Services;
(b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
(c) rental of set top boxes and other IP Video Services equipment;
(d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
(e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 For purposes of this Agreement, Gross Revenues do not include:

(a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;
(b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;
(c) late payment fees;
(d) maintenance charges;
(e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee. authorized by this section;
(f) revenue from the sale of capital assets or surplus equipment; or
(g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers.

"Gross Revenues" which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rata portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi's IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi's launch of IP Video Services the City may request PEG programming as set forth herein. During the term of this Agreement, and within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for up to three "streams" or "channels" of noncommercial educational governmental programming through AT&T Mississippi's IP Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi's IP Video Technology. City and educational institutions designated by the City shall provide this programming, and AT&T Mississippi shall receive this programming, at AT&T Mississippi's designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and

which is compatible with the technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

After one hundred twenty days (120 days) upon receipt of a valid request from the City to provide access to PEG programming, AT&T Mississippi shall remit to the City, if requested by the City, an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all required Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels. AT&T Mississippi shall meet all obligations regarding the Federal Emergency Alert System as required by Title 47, Section 11, and Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IP-enabled Video Services over the IP Network to regulation under any cable television franchise or video ordinance. In addition:

(a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.

(b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T Mississippi written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. The duty to provide indemnity and defense shall not be waived unless AT&T Mississippi shows prejudice arising from late notice or notice is given by City later than one hundred twenty (120) days from receipt by the City of the claim. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any

activity or function conducted by any person or entity other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City or another third party files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (i) any final judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or the City is compelled to so by any final judgment ordered by the court.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. Dispute Resolution. The parties recognize and agree that it is in their best interests to avoid the time and expense of litigation should a dispute arise concerning the

provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by participating in non-binding arbitration or other alternative means of dispute resolution, including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or other alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

10. Public Rights-of-Way. The City shall maintain any lawful and reasonable police powers provided for by law over installation of facilities in the public rights-of-way (ROW). AT&T Mississippi agrees that its facilities cannot disrupt sight distance for motorists; will place its video equipment on public ROW close to a property line abutting the public ROW, when and where feasible; cannot be below base flood elevation according to the most recent FIRM and flood insurance study; cannot obstruct drainage; and cannot obstruct pedestrian traffic or violate, to the extent applicable, provisions set forth in the Americans with Disabilities Act of 1990. AT&T Mississippi will also consider the aesthetics involved when placing its video equipment on residential and arterial streets.

11. Customer Service. AT&T Mississippi shall comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c), as amended. The requirements of 47 C.F.R. 76.309(c) are set forth in Attachment A to this Agreement, but are intended to be identical to the federal law and shall be deemed automatically amended should 47 C.F.R. 76.309(c) be amended. AT&T Mississippi understands that the City may exercise any right that it may have to enforce those standards after ninety (90) days advance notice.

12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

13. Books and Records; Audits.

13.1 AT&T Mississippi shall maintain books of account and records adequate to enable AT&T to demonstrate that it is in compliance with this Agreement with respect to IP-enabled Video Service.

13.2 The City shall have the right to audit AT&T, with respect to AT&T's obligations under this Agreement, within three (3) years from which the fee payment was due. The City may recompute any amounts determined to be payable in satisfaction of the fees described in this Agreement with respect to IP-enabled Video Service. Any additional and valid amount due the City as a result of the audit shall be

paid by AT&T within thirty (30) days after AT&T receives a written notice from the City. The notice that the City sends to AT&T shall include a copy of the audit report. The City may not retain any person or entity for compensation that is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

13.3 Upon reasonable notice to AT&T, the City or its designated representative, subject to confidentiality protections, shall have the right to examine books and records directly related to AT&T's compliance with its obligations under this Agreement. The City shall have no right to examine any aspect of the books and records that does not directly relate to AT&T's obligations under this Agreement.

13.4 City acknowledges that some of the records which may be provided by AT&T may be classified as confidential and therefore may subject AT&T to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by AT&T.

14. Notices. Any notice to be given under this Agreement shall be in writing and shall be delivered either personally or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Mayor
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, MS 39403-1898

If to AT&T Mississippi:

AT&T Mississippi
General Attorney - Mississippi
111 Capitol Building, Room 6038
111 E. Capitol Street
Jackson, Mississippi 39201

15. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

16. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City.

17. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

18. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

19. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either the federal or state courts located in Mississippi.

20. Miscellaneous.

(a) AT&T Mississippi, and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well any and all current and future ordinances of the City.

(e) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

21. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

22. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this _____ day of _____, 2013.

BellSouth Telecommunications, LLC doing business as AT&T Mississippi

By: _____
Name: R. Mayo Flynt, III
Title: President - AT&T Mississippi

City of Hattiesburg, Mississippi

By: _____
Name: Johnny DuPree
Title: Mayor, City of Hattiesburg

Attest: _____
Name: Eddie Myers
Title: Municipal Clerk, City of Hattiesburg

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ATTACHMENT A

Customer Service Standards as described in Section 11 of the Agreement:

11.1. AT&T will maintain a local, toll-free or collect call telephone access line that will be available to subscribers to its IP-enabled Video Services twenty-four (24) hours a day, seven days a week. Trained AT&T representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day, except for service interruptions.

11.2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. AT&T will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards described in this Section unless an historical record of complaints indicates a clear failure to comply.

11.3. Under normal operating conditions, an AT&T customer will receive a busy signal less than three (3) percent of the time.

11.4. AT&T customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

11.5. Under normal operating conditions, each of the following four standards related to installations, outages and service calls will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

a. Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

b. Excluding conditions beyond the control of AT&T, AT&T will begin working on “service interruptions” promptly and in no event later than twenty-four (24) hours after the interruption becomes known. AT&T must begin actions to correct other service problems the next business day after notification of the service problem.

c. The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (AT&T may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

d. AT&T may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

e. If an AT&T representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

11.6. Refund checks will be issued promptly, but no later than either (i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (ii) the return of the equipment supplied by AT&T if service is terminated.

11.7. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

11.8. The following definitions shall apply to the terms listed below; as such terms are used in Section 6 of the Agreement:

a. "Normal business hours" means those hours during which most similar businesses in the City are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

b. "Normal operating conditions" means those service conditions that are within the control of AT&T. Those conditions that are not within the control of AT&T include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions that are ordinarily within the control of AT&T include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the IP Network.

c. "Service interruption," means the loss of picture or sound on one or more IP-Enabled Video Service channels.

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated July 2, 2013 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Hattiesburg, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. AT&T Mississippi is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

B. For purposes of this Agreement, IP-enabled Video Services shall include any technological advances that may be used to provide video services in the future.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows.

1. Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be five (5) years from the Effective Date of this agreement. The term may be extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessments shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section 1 (a) above, either AT&T Mississippi or the City shall have the right to terminate this Agreement and all obligations and services hereunder upon ninety (90) days notice to the other Party, if (a)

AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives and it ceases provision of such services; (b) cable company Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to four percent (4%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and four percent (4%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IP Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. § 542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

2.1 For purposes of this Agreement, Gross Revenue means any and all revenue collected by AT&T Mississippi from the provision of its IP Video Services in the City, including, but not limited to the following:

(a) recurring charges for IP Video Services;
(b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
(c) rental of set top boxes and other IP Video Services equipment;
(d) service charges related to the provision of IP Video Services, including, but not limited to, activation, installation, and repair; and
(e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 For purposes of this Agreement, Gross Revenues do not include:

(a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;
(b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;
(c) late payment fees;
(d) maintenance charges;
(e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee. authorized by this section;
(f) revenue from the sale of capital assets or surplus equipment; or
(g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers.

"Gross Revenues" which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rata portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi's IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi's launch of IP Video Services the City may request PEG programming as set forth herein. During the term of this Agreement, and within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for up to three "streams" or "channels" of noncommercial educational governmental programming through AT&T Mississippi's IP Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi's IP Video Technology. City and educational institutions designated by the City shall provide this programming, and AT&T Mississippi shall receive this programming, at AT&T Mississippi's designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and

which is compatible with the technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

After one hundred twenty days (120 days) upon receipt of a valid request from the City to provide access to PEG programming, AT&T Mississippi shall remit to the City, if requested by the City, an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all required Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels. AT&T Mississippi shall meet all obligations regarding the Federal Emergency Alert System as required by Title 47, Section 11, and Subparts A-E of the Code of Federal Regulations, as may be amended or modified from time to time.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IP-enabled Video Services over the IP Network to regulation under any cable television franchise or video ordinance. In addition:

(a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.

(b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.

(c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T Mississippi written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. The duty to provide indemnity and defense shall not be waived unless AT&T Mississippi shows prejudice arising from late notice or notice is given by City later than one hundred twenty (120) days from receipt by the City of the claim. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any

activity or function conducted by any person or entity other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which consent shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City or another third party files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (i) any final judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or the City is compelled to so by any final judgment ordered by the court.

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provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by participating in non-binding arbitration or other alternative means of dispute resolution, including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or other alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

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12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

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13.3 Upon reasonable notice to AT&T, the City or its designated representative, subject to confidentiality protections, shall have the right to examine books and records directly related to AT&T's compliance with its obligations under this Agreement. The City shall have no right to examine any aspect of the books and records that does not directly relate to AT&T's obligations under this Agreement.

13.4 City acknowledges that some of the records which may be provided by AT&T may be classified as confidential and therefore may subject AT&T to competitive disadvantage if made public. City shall therefore maintain the confidentiality of any and all records provided to it by AT&T.

14. Notices. Any notice to be given under this Agreement shall be in writing and shall be delivered either personally or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Mayor
City of Hattiesburg, Mississippi
Post Office Box 1898
Hattiesburg, MS 39403-1898

If to AT&T Mississippi:

AT&T Mississippi
General Attorney - Mississippi
111 Capitol Building, Room 6038
111 E. Capitol Street
Jackson, Mississippi 39201

15. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

16. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City.

17. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

18. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

19. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either the federal or state courts located in Mississippi.

20. Miscellaneous.

(a) AT&T Mississippi and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well any and all current and future ordinances of the City.

(e) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

21. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

22. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 2ND day of July, 2013.

BellSouth Telecommunications, LLC doing business as AT&T Mississippi

By: _____
Name: R. Mayo Flynt, III
Title: President - AT&T Mississippi

City of Hattiesburg, Mississippi

By: _____
Name: Johnny DuPree
Title: Mayor, City of Hattiesburg

Attest: _____
Name: Eddie Myers
Title: Municipal Clerk, City of Hattiesburg

1074338v2

ATTACHMENT A

Customer Service Standards as described in Section 11 of the Agreement:

11.1. AT&T will maintain a local, toll-free or collect call telephone access line that will be available to subscribers to its IP-enabled Video Services twenty-four (24) hours a day, seven days a week. Trained AT&T representatives will be available to respond to customer telephone inquiries during normal business hours. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day, except for service interruptions.

11.2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. AT&T will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards described in this Section unless an historical record of complaints indicates a clear failure to comply.

11.3. Under normal operating conditions, an AT&T customer will receive a busy signal less than three (3) percent of the time.

11.4. AT&T customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

11.5. Under normal operating conditions, each of the following four standards related to installations, outages and service calls will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

a. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

b. Excluding conditions beyond the control of AT&T, AT&T will begin working on "service interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. AT&T must begin actions to correct other service problems the next business day after notification of the service problem.

c. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (AT&T may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

d. AT&T may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

e. If an AT&T representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

11.6. Refund checks will be issued promptly, but no later than either (i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or (ii) the return of the equipment supplied by AT&T if service is terminated.

11.7. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

11.8. The following definitions shall apply to the terms listed below; as such terms are used in Section 6 of the Agreement:

a. "Normal business hours" means those hours during which most similar businesses in the City are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

b. "Normal operating conditions" means those service conditions that are within the control of AT&T. Those conditions that are not within the control of AT&T include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions that are ordinarily within the control of AT&T include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the IP Network.

c. "Service interruption," means the loss of picture or sound on one or more IP-Enabled Video Service channels.

City of Hattiesburg, MS

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

Master

File Number: 2013-0372

File ID: 2013-0372 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/19/2013

Brief Title: Authorize Mayor to execute addendum to professional services contract with Neel-Schaffer, Inc. for the Woodley Elementary project.

Final Action: 07/02/2013

Minute Book Number: MB2013-190

Title:

Authorize Mayor to execute (in triplicate) addendum to professional services contract with Neel-Schaffer, Inc. for the Woodley Elementary School sidewalk project to extend the term of the contract to January 31, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: NS Contract Extension 6-19-13, executed NS Contract Extension 6-19-13

Enactment Number:

Contact:

Meeting Date: 07/02/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute (in triplicate) addendum to professional services contract with Neel-Schaffer, Inc. for the Woodley Elementary School sidewalk project to extend the term of the contract to January 31, 2014.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0372

Title

Authorize Mayor to execute (in triplicate) addendum to professional services contract with Neel-Schaffer, Inc. for the Woodley Elementary School sidewalk project to extend the term of the contract to January 31, 2014.

Summary

Authorize Mayor to execute addendum to professional services contract with Neel-Schaffer, Inc. for the Woodley Elementary School sidewalk project to extend the term of the contract to January 31, 2014.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
The City of Hattiesburg
& Neel-Schaffer, Inc.

This Addendum is made a part of that Professional Services Contract entered into by and between ***the City of Hattiesburg*** (known as the "LPA") and ***Neel-Schaffer, Inc.*** (Known as the "CONSULTANT"), whose address is ***704 Hardy Street, Hattiesburg, MS 39401*** signed by CONSULTANT on ***January 28, 2013***, and signed by LPA on ***February 26, 2013***.

WHERAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the ***City of Hattiesburg*** and ***Neel-Schaffer, Inc.***, do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforedescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional ***six (6) months,*** and said Professional Services Contract is amended as set out below:

> ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for ***Neel-Schaffer, Inc.*** for ***Woodley Elementary, Hattiesburg Safe Routes to School, SRSP-0210-00(024)LPA/106139-411000, Forrest County*** will change from ***July 31, 2013, at 5:00 P.M.}*** to ***January 31, 2014, at 5:00 P.M..***

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the_____ day of _____ 20__.

_____
Johnny L. DuPree, Ph.D., Mayor

WITNESS this my signature in execution hereof, this the 19th day of June 2013

_____
Michael W. Essary

Attested By:

_____

Address: 704 Hardy Street
Hattiesburg, MS 39401-3665

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
The City of Hattiesburg
& Neel-Schaffer, Inc.

This Addendum is made a part of that Professional Services Contract entered into by and between ***the City of Hattiesburg*** (known as the "LPA") and ***Neel-Schaffer, Inc.*** (Known as the "CONSULTANT"), whose address is ***704 Hardy Street, Hattiesburg, MS 39401*** signed by CONSULTANT on ***January 28, 2013***, and signed by LPA on ***February 26, 2013***.

WHERAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the ***City of Hattiesburg*** and ***Neel-Schaffer, Inc.***, do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforedescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional ***six (6) months,*** and said Professional Services Contract is amended as set out below:

> ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for ***Neel-Schaffer, Inc.*** for ***Woodley Elementary, Hattiesburg Safe Routes to School, SRSP-0210-00(024)LPA/106139-411000, Forrest County*** will change from ***July 31, 2013, at 5:00 P.M.}*** to ***January 31, 2014, at 5:00 P.M..***

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the 2nd day of July 2013.

Johnny L. DuPree, Ph.D., Mayor

WITNESS this my signature in execution hereof, this the 19th day of June 2013

Michael W. Essary

Attested By:

Address: 704 Hardy Street
Hattiesburg, MS 39401-3665

City of Hattiesburg, MS

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

Master

File Number: 2013-0371

File ID: 2013-0371 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/19/2013

Brief Title: Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 31 for expenses related to James Street Water Plant.

Final Action: 07/02/2013

Minute Book Number: MB2013-190

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 31 for engineering expenses related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 31, executed Request for Cash No 31

Enactment Number:

Contact:

Meeting Date: 07/02/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 31 for engineering expenses related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

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

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

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor
Council Member Dryden

ΓEL-No Vote: 0

Text of Legislative File 2013-0371

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 31 for engineering expenses related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 31 for engineering expenses related to CDBG Project #R-110-205-02-GZ James Street Water Plant.

Budget Information

Match only, no reimbursement this request.

Expenditure Type

Purchasing Item

Publication Information

Urban Planning Consultants, Inc.
a Jimmy Gouras Company since 1988

MEMO

DATE: June 17, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-110-205-02-GZ
James Street Water Plant
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Shows Dearman
   Invoice number 17430 in the amount of $540.36
   For Architect/Engineering expense **Match Only**

Also enclosed is "Request for Cash and Summary Support Sheet No. 31 in the amount of $-0- 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. 31 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.

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information		
Applicant Name:	City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.
Mailing Address	P.O. Box 1898	Bank Account	4800186627	R-103-06	R-110-205-02-GZ	31
Street Address		Bank Name:	Trustmark National Bank	FOR MDA USE ONLY		
City, State Zip	Hattiesburg, MS 39403-1898	Address	P.O. Box 1071			
Telephone No.	601-554-1014	City, State ZIP	Hattiesburg, MS 39403-1071	Vendor No.		
Fax Number		Telephone No.	601-469-3663			
Email Address		Services Rendered		IDIS Voucher Number		
		From: March 24, 2013	thru To: April 20, 2013			

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 36,000.00	$ 25,970.48		$ 10,029.52	
2	Application Preparation	$ 4,000.00	$ 4,000.00		$ -	
3	Architectural/Engineering	$ 211,310.00	$ 211,310.00		$ -	
4	Contingency				$ -	
5	Water Treatment	$ 2,004,771.99	$ 2,004,771.99		$ -	
6	Water Well	$ 243,176.66	$ 205,674.45		$ 37,502.21	
					$ -	
					$ -	
	Total:	$ 2,499,258.65	$ 2,451,726.92	$ -	$ 47,531.73	

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 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

6/16/2013
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

Applicant: City of Hattiesburg | Request No: 31 | Grant Number: R-103-06

Period Cost - Beginning: March 24, 2013 | Ending Date: April 20, 2013 | Contract Number: R-110-205-02-GZ

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras				$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$ -**	**$0.00**

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering	Shows Dearman	17430	$540.36	$540.36	$0.00
B.	Architect/Engineering					$0.00
C.						
D.						
			Subtotal:	**$ 540.36**	**$ 540.36**	**$ -**

3. Activity: Water Treatment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Water Treatment	Lyman Well				$0.00
B.	Water Treatment					
C.						
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

Cash Summary Support Sheet

Applicant: City of Hattiesburg Request No: 31 Grant Number: R-103-06

Contract Number: R-110-205-02-GZ

4. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

5. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
w						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

6. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

Cumulative Match Expended To Date:	$2,583,181.11	**GRAND TOTAL:**	**$540.36**	**$ 540.36**	**$ -**
Cumulative Federal Expended To Date:	$2,451,726.92			

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 tthat 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

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 31
Contract Number: R-110-205-02-GZ
Total Amount Requested: $ -

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 36,000.00	$ 25,970.48	$ -	$ 10,029.52
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 4,000.00	$ 4,000.00		$ -
Architectural/Engineering	$ 211,310.00	$ 211,310.00	$ -	$ -
Contingency				$ -
Water Treatment	$ 2,004,771.99	$ 2,004,771.99	$ -	$ -
Water Well	$ 243,176.66	$ 205,674.45	$ -	$ 37,502.21
				$ -
				$ -
				$ -
				$
Total Budget	$ 2,499,258.65	$ 2,451,726.92	$ -	$ 47,531.73

Total Funds Request to Date:	$ 2,451,726.92
Amount of Other Funds Expended to Date:	$2,583,181.11
CDBG Project Balance	$ 47,531.73

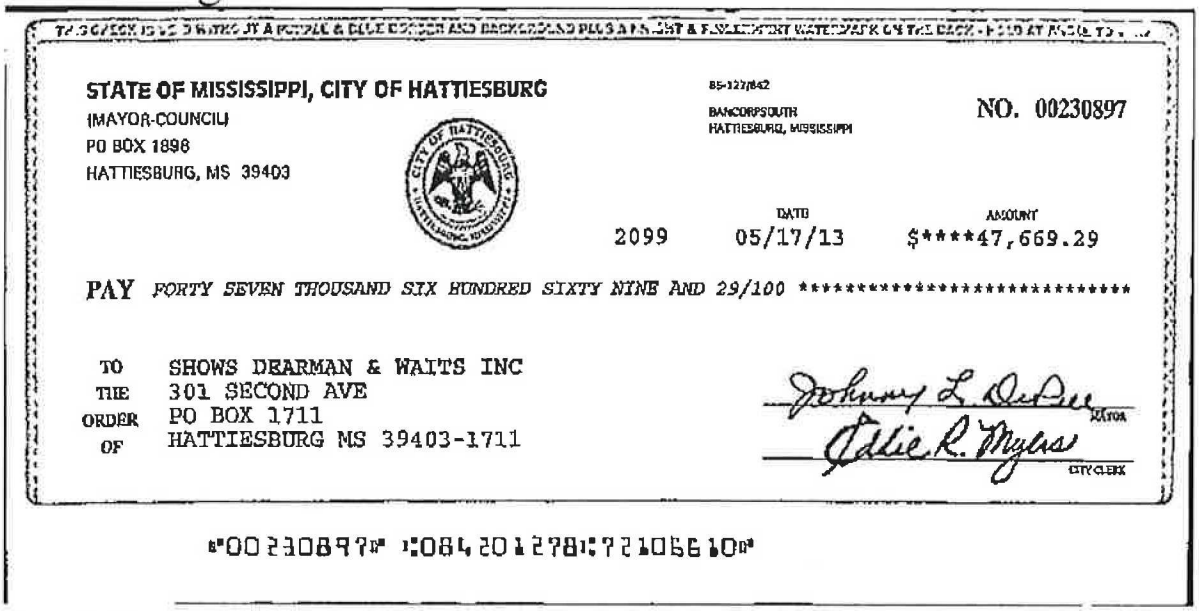
Period of Projected Cash Needs - Beginning: March 24, 2013 Thru April 20, 2013

TODAY'S DATE	6/16/2013	TOTAL CONTRACT BUDGET	$ 2,499,258.65	
CONTRACT BEGIN DATE (FROM CONTRACT)	8/8/2008	TOTAL AMOUNT SPENT TO DATE	$ 2,451,726.92	
CONTRACT END DATE (FROM CONTRACT)	8/8/2013	% TOTAL CONTRACT BUDGET SPENT	98.10%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	1.90%	
FINAL CONTRACT COMPLETION DATE	8/8/2013	CONSTRUCTION BUDGET AMOUNT	$ 2,247,948.65	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	60.00	TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 2,210,446.44	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	97.15%	% CONSTRUCTION BUDGET SPENT	98.33%	
% OF CONTRACT PERIOD REMAINING	2.85%			

Check Number 230897

James St Water Plant
540.36

Front Image



STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1896
HATTIESBURG, MS 39403

85-122/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00230897

	DATE	AMOUNT
2099	05/17/13	$****47,669.29

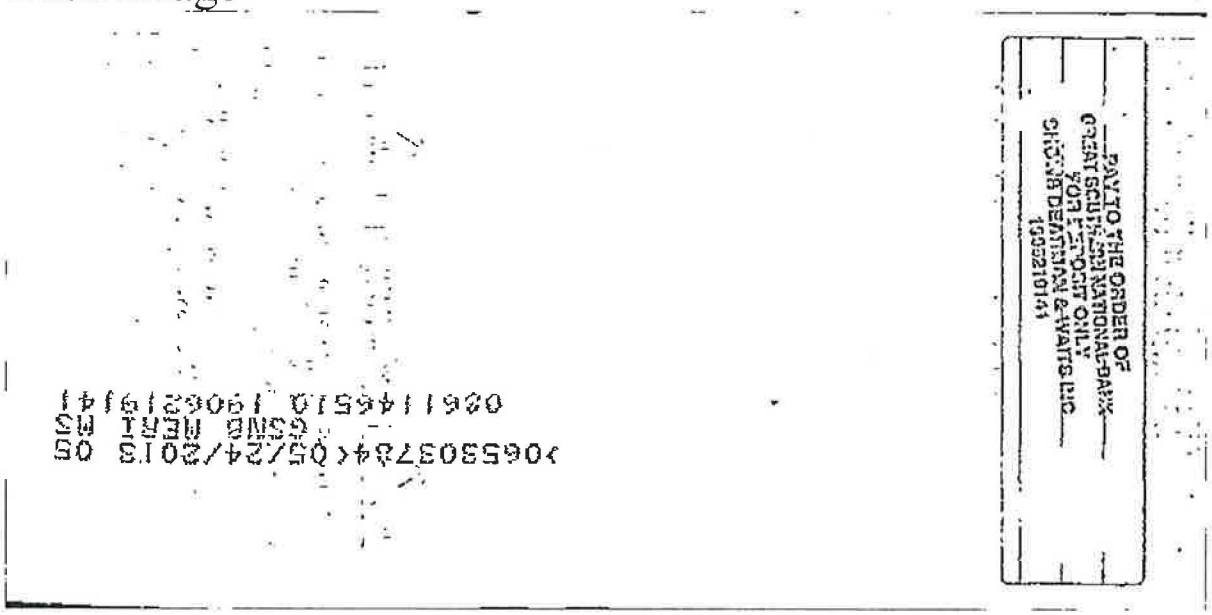
PAY FORTY SEVEN THOUSAND SIX HUNDRED SIXTY NINE AND 29/100 **********

TO THE ORDER OF
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

Johnny L. DuPree MAYOR
Idlie R. Myers CITY CLERK

⑈00230897⑈ ⑆084201278⑆ 72106610⑈

Back Image



PAY TO THE ORDER OF
GREAT SOUTHERN NATIONAL BANK
FOR DEPOSIT ONLY
SHOWS DEARMAN & WAITS INC
1555210141

Back

RECEIVED
JUN 03 2013
BY:

James St Water Plant
540.36

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 05/17/13

NO. 00230897

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
17407	03/28/13	00133276	00001	12005159	2,125.00
17449	04/25/13	00133268	00001	12005160	1,046.00
17375	03/06/13	00133263	00072	12000245	1,600.00
17445	04/24/13	00133267	00072	12000246	1,500.00
17400	03/28/13	00133269	00072	12000247	1,790.00
17444	04/24/13	00133271	00072	12000248	85.00
17446	04/24/13	00133272	00072	12000249	1,135.00
17431	04/23/13	00133275	00072	12000250	2,592.00
17441	04/24/13	00133273	00072	12000252	18,167.50
17429	04/23/13	00133319	00072	12000260	15,128.43
17430	04/23/13	00133270	00075	12000079	- 540.36
17434	04/24/13	00133274	00099	12000037	1,960.00
					47,669.29

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
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

85-127/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00230897

	DATE	AMOUNT
2099	05/17/13	$****47,669.29

PAY *FORTY SEVEN THOUSAND SIX HUNDRED SIXTY NINE AND 29/100* **********

TO THE ORDER OF
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

Johnny L. DuPree MAYOR
Eddie R. Myers CITY CLERK

⑈00230897⑈ ⑆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
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 05/13/13

PO No. - 133270

Req No. - 144751

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/350
STATE CONTRACT# copies please
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: JAMES STREET WATER WELL #3

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
075695.7245.02	4/23/13 CONSTRUCTION MGMT Project: James Street Water Well No. 3 Period: 3/24/13 - 4/20/13 Invoice: 17430	1.00	EA	540.3600	540.36

CITY OF HATTIESBURG MISSISSIPPI 1884

TOTAL CONTRACT AMOUNT NOT TO EXCEED 540.36

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 144751

Shows, Dearman, and Waits Inc.
301 2nd Ave
Hattiesburg, MS 39401
Phone: 601.544.1821
(f) 601.544.0501

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

April 23, 2013
Project No: 1237C.001
Invoice No: 17430

Manager John Weeks

Project 1237C.001 Construction Mgt - James St. WTP #3

Professional Services for the Period:March 24, 2013 to April 20, 2013

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	4.00	27.00	108.00	
ENGINEERING INTERN				
Joseph, Marcelin	4.00	18.03	72.12	
Totals	8.00		180.12	
Total Labor		**3.0 times**	**180.12**	**540.36**
				$540.36

APPROVED FOR PAYMENT
DATE 5/13/13
SIGNATURE

075696.7245.02

MB 2012-1/350

ENTERED

Urban Planning Consultants, Inc.
a Jimmy Gouras Company since 1988

MEMO

DATE: June 17, 2013
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Michele Moore
Jimmy G. Gouras Urban Planning
RE: **City of Hattiesburg**
CDBG Project #R-110-205-02-GZ
James Street Water Plant
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Shows Dearman
   Invoice number 17430 in the amount of $540.36
   For Architect/Engineering expense **Match Only**

Also enclosed is "Request for Cash and Summary Support Sheet No. 31 in the amount of $-0- 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. 31 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.

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	06530027
Bank Account	4800186627
Bank Name:	Trustmark National Bank
Address	P.O. Box 1071
City, State ZIP	Hattiesburg, MS 39403-1071
Telephone No.	601-469-3663

Services Rendered: From March 24, 2013 thru To April 20, 2013

Section B: Project Information

Grant No.	Contract No.	Request No.
R-103-06	R-110-205-02-GZ	31

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 36,000.00	$ 25,970.48		$ 10,029.52	
2	Application Preparation	$ 4,000.00	$ 4,000.00		$ -	
3	Architectural/Engineering	$ 211,310.00	$ 211,310.00		$ -	
4	Contingency				$ -	
5	Water Treatment	$ 2,004,771.99	$ 2,004,771.99		$ -	
6	Water Well	$ 243,176.66	$ 205,674.45		$ 37,502.21	
					$ -	
					$ -	
	Total:	$ 2,499,258.65	$ 2,451,726.92	$ -	$ 47,531.73	

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 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

7/2/13
Date Signed

Debra Tompkins
Prepared By

6/16/2013
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

Applicant : City of Hattiesburg | Request No: 31 | Grant Number: R-103-06

Period Cost - Beginning: March 24, 2013 | Ending Date: April 20, 2013 | Contract Number: R-110-205-02-GZ

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras				$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$ -**	**$0.00**

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering	Shows Dearman	17430	$540.36	$540.36	$0.00
B.	Architect/Engineering					$0.00
C.						
D.						
			Subtotal:	**$ 540.36**	**$ 540.36**	**$ -**

3. Activity: Water Treatment

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Water Treatment	Lyman Well				$0.00
B.	Water Treatment					
C.						
D.						
			Subtotal:	**$ -**	**$ -**	**$ -**

Cash Summary Support Sheet

Applicant : City of Hattiesburg Request No: 31 Grant Number: R-103-06 Contract Number: R-110-205-02-GZ

4. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

5. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
w						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

6. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						
C.						
D.						
			Subtotal:	**$0.00**	**$0.00**	**$0.00**

Cumulative Match Expended To Date:	$2,583,181.11	**GRAND TOTAL:**	**$540.36**	**$ 540.36**	**$ -**
Cumulative Federal Expended To Date:	$2,451,726.92			

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 tthat 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

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattlesburg
Request for Cash Number: 31
Contract Number: R-110-205-02-GZ
Total Amount Requested: $ -

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 36,000.00	$ 25,970.48	$ -	$ 10,029.52
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 4,000.00	$ 4,000.00		$ -
Architectural/Engineering	$ 211,310.00	$ 211,310.00	$ -	$ -
Contingency				$ -
Water Treatment	$ 2,004,771.99	$ 2,004,771.99	$ -	$ -
Water Well	$ 243,176.66	$ 205,674.45	$ -	$ 37,502.21
				$ -
				$ -
				$ -
				$
Total Budget	$ 2,499,258.65	$ 2,451,726.92	$ -	$ 47,531.73

Total Funds Request to Date:	$ 2,451,726.92
Amount of Other Funds Expended to Date:	$2,583,181.11
CDBG Project Balance	$ 47,531.73

Period of Projected Cash Needs - Beginning: March 24, 2013 Thru April 20, 2013

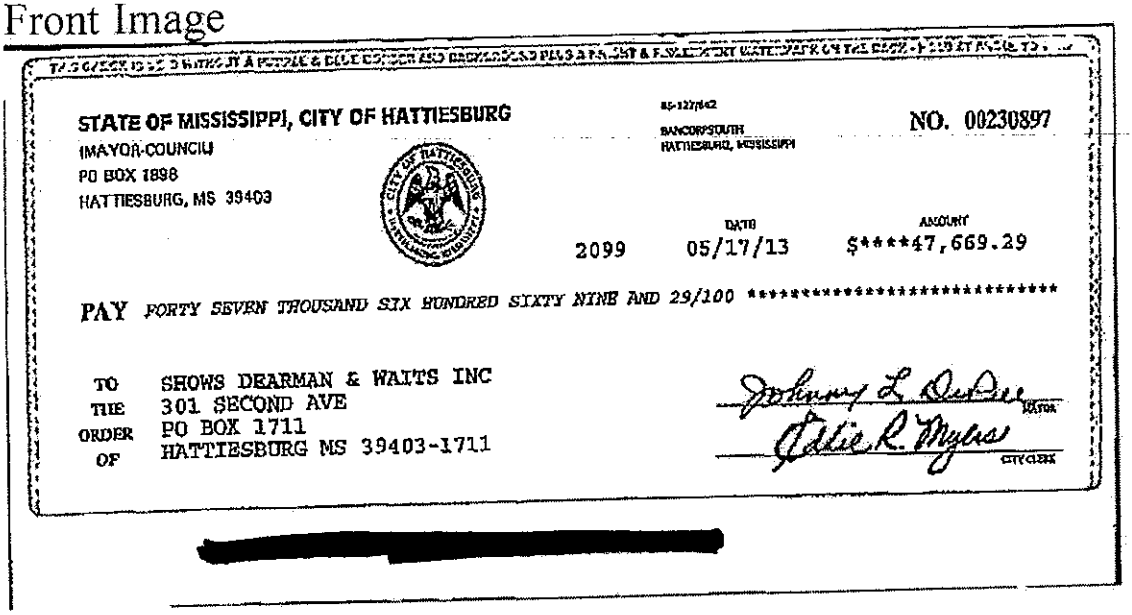
TODAY'S DATE	6/16/2013
CONTRACT BEGIN DATE (FROM CONTRACT)	8/8/2008
CONTRACT END DATE (FROM CONTRACT)	8/8/2013
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")	
FINAL CONTRACT COMPLETION DATE	8/8/2013
CONTRACT DURATION (MONTHS)	60.00
% OF CONTRACT PERIOD ELAPSED	97.15%
% OF CONTRACT PERIOD REMAINING	2.85%

TOTAL CONTRACT BUDGET	$ 2,499,258.65	
TOTAL AMOUNT SPENT TO DATE	$ 2,451,726.92	
% TOTAL CONTRACT BUDGET SPENT	98.10%	
% CONTRACT BUDGET REMAINING	1.90%	
CONSTRUCTION BUDGET AMOUNT	$ 2,247,948.65	Enter number from Cash Request.
TOTAL CONSTRUCTION DOLLARS SPENT TO	$ 2,210,446.44	Enter number from Cash Request.
% CONSTRUCTION BUDGET SPENT	98.33%	

James St Water Plant
540.36

Check Number 230897

Front Image



STATE OF MISSISSIPPI, CITY OF HATTIESBURG
MAYOR-COUNCIL
PO BOX 1898
HATTIESBURG, MS 39403

BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00230897

2099 DATE 05/17/13 AMOUNT $****47,669.29

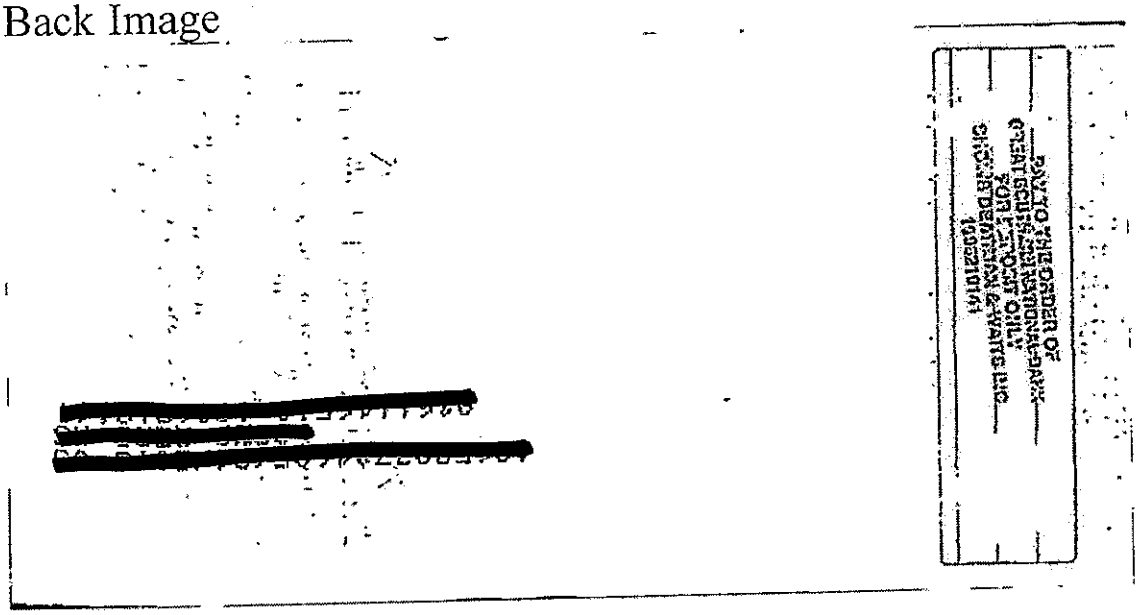
PAY FORTY SEVEN THOUSAND SIX HUNDRED SIXTY NINE AND 29/100 **********

TO THE ORDER OF
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

Johnny L. DuPree MAYOR
Addie R. Myles CITY CLERK

[redacted]

Back Image



[redacted]

PAY TO THE ORDER OF
GREAT SOUTHERN NATIONAL BANK
FOR COLLECTION ONLY
SHOWS DEARMAN & WAITS INC

Back

RECEIVED
JUN 0 3 2013
BY

James St Water Plant
540.36

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

Stub 1 of 1
Check Date: 05/17/13

NO. 00230897

INVOICE NO.	DATE	PURCHASE ORDER	FUND	CLAIM NO.	AMOUNT PAID
17407	03/28/13	00133276	00001	12005159	2,125.00
17449	04/25/13	00133268	00001	12005160	1,046.00
17375	03/06/13	00133263	00072	12000245	1,600.00
17445	04/24/13	00133267	00072	12000246	1,500.00
17400	03/28/13	00133269	00072	12000247	1,790.00
17444	04/24/13	00133271	00072	12000248	85.00
17446	04/24/13	00133272	00072	12000249	1,135.00
17431	04/23/13	00133275	00072	12000250	2,592.00
17441	04/24/13	00133273	00072	12000252	18,167.50
17429	04/23/13	00133319	00072	12000260	15,128.43
17430	04/23/13	00133270	00075	12000079	- 540.36
17434	04/24/13	00133274	00099	12000037	1,960.00
					47,669.29

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

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
(MAYOR-COUNCIL)
PO BOX 1898
HATTIESBURG, MS 39403

85-127/842
BANCORPSOUTH
HATTIESBURG, MISSISSIPPI

NO. 00230897

	DATE	AMOUNT
2099	05/17/13	$****47,669.29

PAY *FORTY SEVEN THOUSAND SIX HUNDRED SIXTY NINE AND 29/100* **********

TO THE ORDER OF
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

Johnny L. DuPree MAYOR
Edie R. Myers CITY CLERK

[redacted]

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 05/13/13

PO No. - 133270

Req No. - 144751

VENDOR MAILING:
SHOWS DEARMAN & WAITS INC
301 SECOND AVE
PO BOX 1711
HATTIESBURG MS 39403-1711

WAITS, SHARON (601) 5454640
MINUTE BOOK # 2012-1/350
STATE CONTRACT# copies please
VENDOR # 00002099

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE: RIP

SEND METHOD 0 ( )

PROJECT LINE: JAMES STREET WATER WELL #3

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
075695.7245.02	4/23/13 CONSTRUCTION MGMT Project: James Street Water Well No. 3 Period: 3/24/13 - 4/20/13 Invoice: 17430	1.00	EA	540.3600	540.36

CITY OF HATTIESBURG MISSISSIPPI 1884

TOTAL CONTRACT AMOUNT NOT TO EXCEED 540.36

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

OR 144751

Shows, Dearman, and Waits Inc.
301 2nd Ave
Hattiesburg, MS 39401
Phone: 601.544.1821
(f) 601.544.0501

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

April 23, 2013
Project No: 1237C.001
Invoice No: 17430

Manager John Weeks
Project 1237C.001 Construction Mgt - James St. WTP #3

Professional Services for the Period:March 24, 2013 to April 20, 2013

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Tingle, William	4.00	27.00	108.00	
ENGINEERING INTERN				
Joseph, Marcelin	4.00	18.03	72.12	
Totals	8.00		180.12	
Total Labor		**3.0 times**	**180.12**	**540.36**
				$540.36

APPROVED FOR PAYMENT
DATE 5/13/13
SIGNATURE

07696.7245.02
MB 2012-1/350

ENTERED

City of Hattiesburg, MS

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

Master

File Number: 2013-0370

File ID: 2013-0370 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/18/2013

Brief Title: Approve proposal from Mississippi Power to install and maintain light poles and lights in the alley in Innswood Subdivision behind Stratford Road.

Final Action: 07/02/2013

Minute Book Number: MB2013-190

Title:

Approve proposal from Mississippi Power to install and maintain light poles and lights in the alley in Innswood Subdivision behind Stratford Road; Authorize Mayor to execute same.

Notes:

Sponsors: **Enactment Date:**

Attachments: Lighting Proposal Innswood Subdivision 6-12-13, executed Lighting Proposal Innswood Subdivision 6-12-13

Enactment Number:

Contact: **Meeting Date:** 07/02/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve proposal from Mississippi Power to install and maintain light poles and lights in the alley in Innswood Subdivision behind Stratford Road; Authorize Mayor to execute same.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0370

Title

Approve proposal from Mississippi Power to install and maintain light poles and lights in the alley in Innswood Subdivision behind Stratford Road; Authorize Mayor to execute same.

Summary

Approve proposal from Mississippi Power to install and maintain light poles and lights in the alley in Innswood Subdivision behind Stratford Road.

Budget Information

072201.6360

Expenditure Type

Regular Purchase

Purchasing Item

Regular Purchase

Publication Information

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-867-1065

MISSISSIPPI POWER
A SOUTHERN COMPANY

June 12, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

To Whom It May Concern:

Mississippi Power Company (MPC) appreciates the opportunity to work with the City of Hattiesburg to provide a lighting proposal to light the alley behind 1006 Stratford Road in the Innswood Subdivision.

The advantages of using MPC to provide your lighting installation and maintenance includes our 24 hour call center, over 70 years of lighting experience, quick response from local experienced employees, utility-grade material, and complete maintenance of the lighting installation included in our low monthly payments.

The up-front cost for the installation of the underground circuit to serve the lights is **$7,357.00.** MPC recommends the following lighting system.

Colonial Fixtures on Black Fiberglass Poles:

- (5) 100WHPS Colonial Fixtures
- (5) 20' Black Fiberglass Poles
- Total Monthly Charge = **$84.75*** *(sales tax not included)*

** The total monthly charge will be paid by the City of Hattiesburg and includes maintenance of the underground conductor, light fixture, lamps, photo cells, and poles plus the energy usage.*

If you would like MPC to proceed with this lighting installation please sign and date this letter and return to me. My fax number is provided below for your convenience. Thank you again for the opportunity to work with you to provide your lighting needs.

_____	_____	_____
Printed Name of City Official	*Approval Signature of City Official*	*Date*

Sincerely,

Matthew Forman
Office: (228) 865-5161
Cell: (228) 990-8551
Fax: (228) 865-5843
mdforman@southernco.com

Proprietary and Confidential Information

2992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079
Tel 228-867-1065

MISSISSIPPI POWER
A **SOUTHERN COMPANY**

June 12, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

To Whom It May Concern:

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If you would like MPC to proceed with this lighting installation please sign and date this letter and return to me. My fax number is provided below for your convenience. Thank you again for the opportunity to work with you to provide your lighting needs.

Johnny L. DuPree		7/2/13
Printed Name of City Official	*Approval Signature of City Official*	*Date*

Sincerely,

Matthew Forman
Office: (228) 865-5161
Cell: (228) 990-8551
Fax: (228) 865-5843
mdforman@southernco.com

Proprietary and Confidential Information

City of Hattiesburg, MS

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

Master

File Number: 2013-0386

File ID: 2013-0386 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/25/2013

Brief Title: Approve Supplemental Agreement with ARE Consultants, Inc. for construction engineering and inspection services on the Airport Drainage Improvements Project - Part Two.

Final Action: 07/02/2013

Minute Book Number: MB2013-191

Title:

Approve Supplemental Agreement No. 6 with ARE Consultants, Inc. for the Bobby L. Chain Airport Drainage Improvements Project - Part Two for Construction Engineering and Inspection services; Authorize Mayor to execute same in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement No. 6, executed
Supplemental Agreement No. 6

Enactment Number:

Contact:

Meeting Date: 07/02/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Approve				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve Supplemental Agreement No. 6 with ARE Consultants, Inc. for the Bobby L. Chain Airport Drainage Improvements Project - Part Two for Construction Engineering and Inspection services; Authorize Mayor to execute same in triplicate.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0386

Title

Approve Supplemental Agreement No. 6 with ARE Consultants, Inc. for the Bobby L. Chain Airport Drainage Improvements Project - Part Two for Construction Engineering and Inspection services; Authorize Mayor to execute same in triplicate.

Summary

Approve Supplemental Agreement No. 6 with ARE Consultants, Inc. for the Bobby L. Chain Airport Drainage Improvements Project - Part Two for Construction Engineering and Inspection services.

Budget Information

039551.7295.02

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

Supplemental Agreement No. 6

for

Inspection and Construction Administration

Associated with

Runway 31 Drainage Improvements –Part Two

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

July, 2013

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements –Part Two

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

This Supplemental Agreement, made and entered into this _____ day of July, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, on May ____, 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to obtain construction engineering and inspection services for performing construction administration, construction staking, and resident inspection in connection with Part Two of said project; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering, construction surveying, and inspection services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibits "B" and "C."

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 190 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for PHASE III, CONSTRUCTION PHASE SERVICES will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **$ 114,798.30** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

Original Contract:

All the requirements of the aforesaid contract of May ___, 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Witness for First Party

Witness for First Party

Witness for Second Party

Witness for Second Party

A R E Consultants, Inc.

W. Sherwood Bailey, Jr.
Title: President

72-1145432
Federal Identification Number

City of Hattiesburg

Mayor Johnny L. DuPree

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements –Part Two

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA)to be pertinent to as certain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. **Policy.** It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. **MBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements –Part Two

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May___, 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** Phase IV is made a part of this agreement as relates to the Runway 31 drainage and Safety area improvements- Part TWO

2. **Paragraph 3.4.5.** As part of the Basic Services Fee, the Engineer shall set construction stakes as follows:

   The initial phase of construction staking shall consist of monumenting the runway centerline as directed by the Engineer.

   Establish line and grade for the associated safety area extension and shoulder safety area grading.

   Required construction Inspector on site hours are equivalent to fifteen (15) fifty two (52) hour weeks.

EXHIBIT C
Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

A. GENERAL

Resident Project Representative, as the Engineer's Agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work in general be only with the Engineer and Contractors, keeping the Owner advised as necessary, and dealings with subcontractors shall only be through or with the full knowledge of the Contractors. Written communications with the Owner will be only through or as directed by the Engineer.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules.

Review the progress schedule of shop drawing submission and schedule of values prepared by the Contractors and consult with the Engineer concerning their acceptability.

2. Conferences.

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.

3. **Liaison.**

a. Serve as the Engineer's liaison with each Contractor's Superintendent and assist him in understanding the intent of the contract documents. Assist the Engineer in serving as the Owner's liaison with the Contractors when the construction operations affect the Owner's on-site operations.

b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when requested at the job site for proper execution of the work.

4. **Shop Drawings and Samples.**

a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the Contractors, and notify Engineer of their availability for examination.

b. Advise the Engineer and Contractors of their Superintendents immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submittal has not been approved by the Engineer.

5. **Review of Work, Rejection of Defective Work, Inspection and Tests.**

a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

b. Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspections or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

6. **Interpretation of Contract Documents.**

Transmit to Contractors the Engineers clarifications and interpretations of the Contract Documents.

7. **Modifications.**

Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. **Records.**

a. Maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, progress reports, and other Project related documents.

b. Keep a daily or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.

c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of a set of Record Drawings from the information on these marked drawings.

d. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. **Report.**

a. Furnish the Engineer periodic reports as required of progress of the work and Contractors compliance with the approved progress schedule and schedule of Shop Drawings and sample submissions.

b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

c. Report immediately to the Engineer upon the occurrence of any accident.

10. Payment Requisitions.

Review applications for payments with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operations Manuals.

During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the Owner prior to final acceptance of the work.

Supplemental Agreement No. 6

for

Inspection and Construction Administration

Associated with

Runway 31 Drainage Improvements –Part Two

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

For the

City of Hattiesburg

Back-up Calculations

for

Fee Computations

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-00xx-2012

Runway 31 Drainage Improvements
Hattiesburg-Bobby L. Chain Municipal Airport

Phase III - Engineering Fee Calculation							
Hourly Wages							
Clerical	—	64	hours	@	$17.00	=	$1,088.00
Technician	—	136	hours	@	$32.00	=	$4,352.00
Engineer	—	82	hours	@	$49.00	=	$4,018.00
Project Manager	—	120	hours	@	$42.00	=	$5,040.00
Principal	—	32	hours	@	$65.00	=	$2,080.00
Inspector	—	780	hours	@	$31.50	=	$24,570.00

Phase III - Engineering Fee Calculation		
Direct Costs		
Direct Payroll Cost		$41,148.00
Overhead (Includes Payroll Additives - 134%)		$55,138.32
Expenses (See below)		$2,500.00
Total Estimated Cost		$98,786.32
Profit @	13.02%	$12,861.98
Engineering Fee		$111,648.30
Surveying Fee		$3,000.00
Surveying Sub-Consultant Administration @	5%	$150.00
Total Maximum Limitation - Phase III		$114,798.30

Phase III - Engineering Fee Calculation								
Profit Percentage Computation								
A.	Supervisory Hours	152	/	1214	X	17%	=	2.13%
B.	Engineer Hours	82	/	1214	X	14%	=	0.95%
C.	Other Hours	980	/	1214	X	12%	=	9.69%
	D. Total (A+B+C)						=	12.77%
	E. Complexity Factor						=	1.00
	F. Overhead (Manual Curve)						=	1.01
	G. Fee Size (Manual Curve)						=	1.01
	Profit = D x E x F x G						=	**13.02%**

Phase III - Engineering Fee Calculation		
Direct Expenses		
Travel and Mileage (3,000 miles @ $0.50/mile)	=	$1,500.00
Postage and Telephone	=	$400.00
Reproduction	=	$600.00
Total Direct Expenses	=	**$2,500.00**

ARE[SM]
CONSULTANTS, INC.

June 21, 2013

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Airport
Runway 31 Drainage and Safety Area Improvements-Part Two
Construction Administration Services

Dear Mr. Kuyrkendall,

Our contract is for providing professional services for the administration related to and inspection of construction. The responsibilities detailed in the contract include providing full time inspection over the projected term of the construction. We serve as the City's project representative and will assist with the submittal of monthly requests for reimbursement from the funding agencies.

Please contact us if you require additional information.

Sincerely,

W. Sherwood Bailey, PE
ARE Consultants, Inc.

1216 S. Morrison, Suite 5 ° Hammond, LA 70403
800 Spring Street, Suite 214 ° Shreveport, LA 71101
Phone (318) 222-8252 ° Fax (318) 222-8251

Supplemental Agreement No. 6

for

Inspection and Construction Administration

Associated with

Runway 31 Drainage Improvements –Part Two

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

for the

City of Hattiesburg
Forrest County, Mississippi

Submitted by:

ARE Consultants, Inc.
800 Spring Street, Suite 214
Shreveport, LA 71101

July, 2013

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements –Part Two

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

This Supplemental Agreement, made and entered into this 2nd day of July, 2013, by and between the City of Hattiesburg, hereinafter called the OWNER, acting by and through the Hattiesburg City Council, hereinafter called the HCC, who is duly authorized to act for and in behalf of said Owner, and ARE Consultants, Inc., hereinafter called the ENGINEER.

WITNESSETH : That;

WHEREAS, the Owner, on May ____, 2011, in concert with the Mississippi Department of Transportation and Development (DoTD), and the Engineer entered into a contract to prepare plans and specifications for Runway 13 Drainage and Safety area Improvements - Bobby L. Chain Airport hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DoTD, desires to obtain construction engineering and inspection services for performing construction administration, construction staking, and resident inspection in connection with Part Two of said project; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DoTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering, construction surveying, and inspection services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. The specific services are detailed in attached exhibits "B" and "C."

The Engineer agrees to proceed upon written authorization by the Owner and DoTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

Contract Time:

The services to be performed under this Supplemental Agreement shall be commenced promptly upon written notice from the owner to proceed and shall be completed within 190 days. The term of this contract may be mutually extended in writing by the parties to this contract for changes to scope.

Compensation:

Compensation to the Engineer for services rendered for this Supplemental Agreement for PHASE III, CONSTRUCTION PHASE SERVICES will be made on the basis of a lump sum fee.

The total lump sum fee that will be paid to the Engineer under the terms of this Supplemental Agreement is **$ 114,798.30** payable in monthly installments as specified under "Payment."

Payment:

Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimate percentages for each Phase, and shall be a form and with a division of items as approved by the DoTD, The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 61 of the Federal Acquisition Regulation (FAR) as appropriate.

Notice to Proceed:

The Engineer shall proceed with the services specified in this Supplemental Agreement after execution of the agreement and upon direct written order of the owner.

Original Contract:

All the requirements of the aforesaid contract of May ___, 2011, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Witness for First Party

Witness for First Party

Witness for Second Party

Witness for Second Party

A R E Consultants, Inc.

W. Sherwood Bailey, Jr.
Title: President

72-1145432
Federal Identification Number

City of Hattiesburg

Mayor Johnny L. DuPree

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements –Part Two

Hattiesburg-Bobby L. Chain Municipal Airport

Hattiesburg, Mississippi

EXHIBIT A
Contractor Contractual Requirements
Title VI Assurances

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to —

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

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6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Minority Business Enterprise (MBE) Assurances

1. **Policy.** It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. **MBE Obligation.** The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements –Part Two

Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT B
Detailed Scope of Services

This is an Exhibit modification attached to and made a part of the Engineering Services Agreement made on May___, 2011, between the City of Hattiesburg and ARE Consultants, Inc. providing for professional engineering services. The Basic Services are amended and supplemented as indicated below:

1. **Paragraph 3.1.2.** Phase IV is made a part of this agreement as relates to the Runway 31 drainage and Safety area improvements- Part TWO

2. **Paragraph 3.4.5.** As part of the Basic Services Fee, the Engineer shall set construction stakes as follows:

   The initial phase of construction staking shall consist of monumenting the runway centerline as directed by the Engineer.

   Establish line and grade for the associated safety area extension and shoulder safety area grading.

   Required construction Inspector on site hours are equivalent to fifteen (15) fifty two (52) hour weeks.

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-0020-2013

Runway 31 Drainage Improvements
Hattiesburg-Bobby L. Chain Municipal Airport

EXHIBIT C
Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

A. GENERAL

Resident Project Representative, as the Engineer's Agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site work in general be only with the Engineer and Contractors, keeping the Owner advised as necessary, and dealings with subcontractors shall only be through or with the full knowledge of the Contractors. Written communications with the Owner will be only through or as directed by the Engineer.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules.

Review the progress schedule of shop drawing submission and schedule of values prepared by the Contractors and consult with the Engineer concerning their acceptability.

2. Conferences.

Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.

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a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

b. Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspections or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

6. Interpretation of Contract Documents.

Transmit to Contractors the Engineers clarifications and interpretations of the Contract Documents.

7. Modifications.

Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. Records.

a. Maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, progress reports, and other Project related documents.

b. Keep a daily or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.

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d. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

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a. Furnish the Engineer periodic reports as required of progress of the work and Contractors compliance with the approved progress schedule and schedule of Shop Drawings and sample submissions.

b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

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Review applications for payments with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

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During the course of the work, verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the Owner prior to final acceptance of the work.

Supplemental Agreement No. 6

for

Inspection and Construction Administration

Associated with

Runway 31 Drainage Improvements –Part Two

A.I.P Project No. 3-28-0031-0020-2013

Hattiesburg-Bobby L. Chain Municipal Airport

For the

City of Hattiesburg

Back-up Calculations

for

Fee Computations

Inspection and Construction Administration Agreement
A.I.P. 3-28-0031-00xx-2012

Runway 31 Drainage Improvements
Hattiesburg-Bobby L. Chain Municipal Airport

Phase III - Engineering Fee Calculation							
Hourly Wages							
Clerical	—	64	hours	@	$17.00	=	$1,088.00
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Principal	—	32	hours	@	$65.00	=	$2,080.00
Inspector	—	780	hours	@	$31.50	=	$24,570.00

Phase III - Engineering Fee Calculation		
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Expenses (See below)		$2,500.00
Total Estimated Cost		$98,786.32
Profit @ 13.02%		$12,861.98
Engineering Fee		$111,648.30
Surveying Fee		$3,000.00
Surveying Sub-Consultant Administration @ 5%		$150.00
Total Maximum Limitation - Phase III		$114,798.30

Phase III - Engineering Fee Calculation								
Profit Percentage Computation								
A.	Supervisory Hours	152	/	1214	X	17%	=	2.13%
B.	Engineer Hours	82	/	1214	X	14%	=	0.95%
C.	Other Hours	980	/	1214	X	12%	=	9.69%
	D. Total (A+B+C)						=	12.77%
	E. Complexity Factor						=	1.00
	F. Overhead (Manual Curve)						=	1.01
	G. Fee Size (Manual Curve)						=	1.01
	Profit = D x E x F x G						=	**13.02%**

Phase III - Engineering Fee Calculation		
Direct Expenses		
Travel and Mileage (3,000 miles @ $0.50/mile)	=	$1,500.00
Postage and Telephone	=	$400.00
Reproduction	=	$600.00
Total Direct Expenses	=	**$2,500.00**

City of Hattiesburg, MS

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

Master

File Number: 2013-0384

File ID: 2013-0384 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/25/2013

Brief Title: Authorize submission of grant application to MDEQ related to the Gordon Creek Landfill site. **Final Action:** 07/02/2013

Minute Book Number: MB2013-191

Title:

Authorize submission of grant application to Mississippi Department of Environmental Quality (MDEQ) requesting financial assistance from the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program for Preliminary Engineering and Design services related to the Gordon Creek Landfill site; Authorize Mayor to execute application documents.

Notes:

Sponsors: **Enactment Date:**

Attachments: Grant Application, executed Grant Application **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize submission of grant application to Mississippi Department of Environmental Quality (MDEQ) requesting financial assistance from the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program for Preliminary Engineering and Design services related to the Gordon Creek Landfill site; Authorize Mayor to execute application documents.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0384

Title

Authorize submission of grant application to Mississippi Department of Environmental Quality (MDEQ) requesting financial assistance from the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program for Preliminary Engineering and Design services related to the Gordon Creek Landfill site; Authorize Mayor to execute application documents.

Summary

Authorize submission of grant application to Mississippi Department of Environmental Quality requesting financial assistance from the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program for Preliminary Engineering and Design services related to the Gordon Creek Landfill site; Authorize Mayor to execute application documents.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF POLLUTION CONTROL
SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH

ELIGIBILITY REQUEST APPLICATION FOR FUNDING ASSISTANCE THROUGH
THE MISSISSIPPI NONHAZARDOUS SOLID WASTE
CORRECTIVE ACTION TRUST FUND (CATF) PROGRAM

The Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program is intended to provide financial assistance to the owners of old closed nonhazardous municipal solid waste landfills that may require preventive or corrective action as a result of a real or potential release of contaminants.

The completion of an eligibility application form CATF-1 is necessary to obtain funding assistance through the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Program. A complete application shall consist of a written narrative justifying the eligibility of the proposed project for funding assistance, appropriate maps and drawings, engineering and remediation work plans, and other requested information. All pages should list the date the submittal was prepared, the revision number and page number. For example:

PREPARED:	11-05-2003
REVISION NO.:	0
PAGE:	1-1

Applications should be sent to the following address:

BY MAIL

Mississippi Department of
Environmental Quality
Solid Waste Policy, Planning and
Grants Branch
P. O. Box 2261
Jackson, MS 39225

BY DELIVERY

Mississippi Department of
Environmental Quality
Solid Waste Policy, Planning and
Grants Branch
515 East Amite Street
Jackson, MS 39201

The MDEQ reserves the right to request additional information as determined necessary. Questions concerning the CATF Program should be directed to the Solid Waste Policy, Planning and Grants Branch at (601) 961-5171.

MISSISSIPPI SOLID WASTE NONHAZARDOUS CORRECTIVE ACTION TRUST FUND (CATF)
ELIGIBILITY APPLICATION FORM
PART 1. GENERAL INFORMATION

A COMPLETE APPLICATION SHOULD CONSIST OF THIS APPLICATION FORM AND THE INFORMATION REQUESTED THEREIN. THE APPLICATION SHOULD BE TYPED AND SUBMITTED IN A REPORT FORMAT, IN DUPLICATE.

1. Name of applicant City of Hattiesburg

2. Address of Applicant P.O. Box 1898

   City Hattiesburg State MS ZIP 39403-1898

3. Telephone Number 601-545-4540

4. Name of solid waste landfill requiring corrective action: Gordon's Creek Landfill

5. Solid Waste Permit No. for the landfill named above: N/A: Unpermitted site

6. Physical address of the facility: No physical address

   City Hattiesburg State MS ZIP 39401

7. Location: Section 2 & 11 / Township 4 N / Range 13 W / County Forrest

8. Contact name and title: Mr. Bert Kuyrkendall, City Engineer

9. Contact address (if different than applicant): Same

   City Same State Same Zip Same

10. Contact telephone number: 601-545-4540

11. Certification

To the best of my knowledge and belief, I certify that the information provided in this application including attachments are true, accurate, and correct. I further certify that I possess the authority to request this funding assistance on behalf of the applicant.

I also confirm that I or other appropriate representatives of the applicant have received a copy and have read and do understand those sections of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations that are applicable to the proposed project.

Mayor Johnny L. DuPree
Name of authorized representative (Please type/print)

Signature of authorized representative

Mayor, City of Hattiesburg
Title of authorized representative (Please type or print)

Date

MISSISSIPPI NONHAZARDOUS SOLID WASTE CORRECTIVE ACTION TRUST FUND (CATF)
ELIGIBILITY APPLICATION FORM
PART II TECHNICAL INFORMATION

Contingent upon the nature of the preventive or corrective action, provide the following information:

A. A narrative description of the historical background of the solid waste disposal facility requiring preventive or corrective action;

B. A written narrative appropriately justifying the eligibility of the proposed project for financial assistance through CATF. Also, include necessary supporting documents with the narrative;

C. An original U. S. Geological Survey (USGS) Topographical Quadrangle Map of the area. The property boundaries of the proposed site and the used disposal area should be depicted on the map. At a minimum, a 2-mile radius from the facility boundary should be shown on the topo map. Adjacent topo maps may be attached, if necessary.

D. A clear description of the real or potential conditions at the landfill which require preventive or corrective actions and the goal to be achieved through this project;

E. A description of the potential sources of contamination including sufficient evidence that a release or substantial threat of a release of contaminants from the proposed facility does exist. Also, include copies of any monitoring or analytical results and other relevant data, thereof;

F. All engineering and remediation work plans (designed and certified by a professional engineer or engineering company as defined in the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations) identifying all preventive or corrective actions that need to be conducted at the proposed site;

G. Necessary documentation demonstrating that the engineer or engineering company (conducting work described above) complies with Section C.5 of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations;

H. A description of proposed monitoring plans for the preventive or corrective actions;

I. The total amount of funds requested for the proposed preventive or corrective actions. Also, include a breakdown of the itemized costs for the funding request proposed. All items should be consistent with the work plan in Item F above.

A. A narrative description of the historical background of the solid waste disposal facility requiring preventive or corrective action.

The Gordon's Creek Landfill existed as an unpermitted landfill prior to the enactment of the Subtitle D regulations in the early 1990's. Based on interpretation of aerial photography, land-filling activities appear to have taken place from the late 1950's and early 1960's through the early 1970's. While the site is currently owned by the City of Hattiesburg, information relative to previous ownership is almost non-existent. With land-filling activities ceasing in the early 1970's and prior to effective solid waste management and facility closure regulations, the site was not "closed" in the sense that we typically see such facilities closed. The site was either not provided with a full cap or was capped with materials that have since eroded and have become ineffective.

In addition, the location of the site adjacent to the Leaf River and Gordon's Creek in east Hattiesburg has created additional environmental concerns. As the banks of Gordon's Creek eroded over time, deposited waste materials have been exposed and are frequently washed into the Leaf River and the Pascagoula River Basin as a result of continued erosion. The purpose of this proposal is to seek Phase I funding to conduct project planning and design engineering for stream bank stabilization on Gordon's Creek adjacent to the landfill. The design will also evaluate alternatives in order to economically analyze the most suitable design to stabilize the stream bank adjacent to Gordon's Creek and to prevent further erosion, and environmental and water quality degradation.

Below is the phased approach to this project in order to eliminate the conditions currently contributing to poor water quality, continued degradation of environmental conditions, and potential threats to human health.

Phase I	Bank Stabilization: Project Planning and Design Engineering
Phase II	Bank Stabilization: Construction
Phase III	Landfill Earthen Cap: Project Planning and Design Engineering
Phase IV	Landfill Earthen Cap: Construction
Phase V	Long-Term Groundwater Monitoring: Project Planning and Implementation

The facility does appear on the MDEQ MSW Closed Facility Listing as an unpermitted landfill.

B. A written narrative appropriately justifying the eligibility of the proposed project for financial assistance through CATF. Also, include necessary supporting documents with the narrative.

According to CATF Guidelines, the following criteria must be met for a site to be considered eligible for financial assistance. Included are the City's responses to each of the criteria to the best of our knowledge:

- **Must have accepted household waste prior to subtitle D, (October 1993) and closed prior to that date.**

Based on visual observations of waste disposed at the facility and interpretation of decadal aerial photography, the site accepted household waste from approximately 1960 through the early 1970's. No evidence exists demonstrating the site accepting waste later than 1973.

- **Funds can be spent at a site when:**
    - **emergency action is necessary whenever there is a release or substantial threat of a release of contaminants from an eligible facility;**

Based on data collected during a Phase II Environmental Site Assessment at the subject site, evidence does exist that confirms release of contaminants from the facility. Additional details specific to the results of the Phase II investigation are provided in **Sections D and E** below.

    - **to take preventive or corrective actions where the release of contaminants from any source within the permitted area of an eligible facility presents an actual or potential threat to human health or the environment including, but not limited to, closure and post-closure care of an eligible facility; and**

The mitigation plan as presented will prevent continued release of contaminants through the current source (stream bank erosion) by stabilizing the exposed stream bank through an engineered approach to stream bank stabilization consisting of reshaping the slope of the stream bank and providing mechanical means of stabilization. This proposal seeks to begin the process of remedial action by conducting Phase I which includes project planning and engineering design for stream bank stabilization. The City anticipates seeking additional funding for Phase II through Phase V for project completion.

    - **to monitor and provide post-closure care of any eligible facility, including preventive and corrective actions, without regard to identity or solvency of the owner thereof.**

Long-term monitoring of site conditions is included as part of the overall mitigation strategy for the subject site. Details relative to the monitoring plan are included in **Section H** below.

Funds may not be used to pay for the normal costs of closure and post-closure care of an eligible facility or where no release or substantial threat of a release of contaminants has been found by the Commission.

The City of Hattiesburg does not believe the requested financial assistance will be used to pay for normal closure or post-closure care of the facility due to the natural processes associated with stream bank erosion and due to the fact that MDEQ has previously expended CATF funds to stabilize and upstream segment of Gordon's Creek directly adjacent to the segment being proposed through this application.

C. An original U. S. Geological Survey (USGS) Topographical Quadrangle Map of the area. The property boundaries of the proposed site and the used disposal area should be depicted on the map. At a minimum, a 2-mile radius from the facility boundary should be shown on the topo map. Adjacent topo maps may be attached, if necessary.

Please refer to **Attachment "A".**

D. A clear description of the real or potential conditions at the landfill which require preventive or corrective actions and the goal to be achieved through this project;

The primary condition requiring corrective action is the continued erosion of Gordon's Creek directly adjacent to the landfill site. This continued erosion is allowing deposited waste materials to be washed into Gordon's Creek, the Leaf River and ultimately into the Pascagoula River Basin. The primary goal of the requested action is to create an engineering design to stabilize a segment of Gordon's Creek extending from the end point of the previous stabilization effort to the confluence of Gordon's Creek and the Leaf River to prevent further erosion and to prevent continued environmental and water quality degradation.

E. A description of the potential sources of contamination including sufficient evidence that a release or substantial threat of a release of contaminants from the proposed facility does exist. Also, include copies of any monitoring or analytical results and other relevant data, thereof.

The following paragraphs are taken from the Phase II Environmental Site Assessment Conducted on the subject site in July, August, and September of 2011:

The scope of work for the Phase II ESA included the following:

- Five surficial soil samples were collected in areas with observed surface dumping of paint cans, electrical equipment, medical waste, fluorescent light bulbs, drums, and other chemical containers to determine potential direct-contact exposure of pathways.
- Five shallow borings were advanced in the major area of debris burial to facilitate the screening of potential methane vapor concentrations using a flame ionization detector (FID).
- Seven soil borings were advanced to a maximum depth corresponding to encountering saturated soil conditions for the purpose of soil screening and selection of soil samples for laboratory analysis.
- Fifteen soil borings were advanced to a minimum depth of approximately 5 feet below the uppermost saturated zone using direct-push techniques to facilitate the collection of soil samples for laboratory analysis and the installation of temporary wells. A visual observation of the soils including soil types and visual evidence of contamination were documented. Borings were also utilized to locate the approximate boundaries of the landfill.
- Continuous soil samples were collected using a Macrocore® sampler for visual observation and description of the lithology and soil screening.

- Soil samples from the borings were screened in the field for organic vapors using a photo ionization detector (PID) and olfactory evidence of contamination. Information obtained from the field screening was used to select samples for laboratory analysis which were most likely to reveal chemicals-of-concern (CoC) concentrations.
- Temporary monitoring wells were installed in fifteen borings advanced below the saturated zone. Groundwater samples were collected from the temporary monitoring wells to determine potential CoC impacts to the uppermost saturated zone. Groundwater elevation data was also collected to determine the groundwater flow direction.
- Data obtained from the assessment has been tabulated, validated, and evaluated to prepare the preliminary site conceptual model for the site.

The assessment, analysis, and interpretation of data collected during the Phase II ESA directed Eco-Systems towards the following conclusions with respect to the environmental condition of the site:

Soil Conditions

In surficial soils, no VOCs, SVOCs, TPH-GRO, TPH-DRO, herbicides, organochlorine pesticides, PCBs, or Total Phenolic compounds were detected above the TRG. Only two metal parameters (arsenic and lead) were detected in concentrations exceeding the MDEQ's TRG (0.426 mg/kg) for unrestricted sites. The TRG exceedances for arsenic were detected in all borings across the site with concentrations ranging from 1.3 mg/kg to 4.9 mg/kg.

In general, the arsenic and lead concentrations appear likely to be representative of naturally occurring levels. One study conducted in the region (NRCS Bulletin 1101, June 2001) reported an average arsenic concentration of 4.42 mg/kg. USGS Professional Paper 1270 reports a mean arsenic concentration of 4.80 mg/kg in the eastern United States with a range of <0.1 mg/kg to 73 mg/kg. Lead slightly exceeded the MDEQ's TRG of 400 mg/kg in one surficial soil sample collected from S-3 with a reported concentration of 510 mg/kg.

No obvious evidence of a source for lead such as trash, stained soil, or other conditions was noted. Sources of lead in trash may include batteries or lead solder in electronics or metal piping. Therefore, sporadic locations of isolated lead may occur in such landfill conditions.

In subsurface soils, no VOCs, TPH-GRO, herbicides, organochlorine pesticides, PCBs, or total phenol concentrations were detected above their respective TRGs. Five (5) SVOC parameters were detected which exceeded their respective TRGs and included: benzo(a)anthracene; benzo(a)pyrene; benzo(b)fluoranthene; dibenz(a,h)anthracene; and, ideno(1,2,3-cd)pyrene. Benzo(a)anthracene was detected above the TRG of 0.875 mg/kg in three borings (B-7, TW-3 and TW-5) with concentrations ranging from 1.1 mg/kg to 7.2 mg/kg. Benzo(a)pyrene was detected above the TRG of 0.0875 mg/kg in five borings (B-6, B-7, TW-3, TW-5, and TW-13) with concentrations of ranging from 0.43 mg/kg to 8.3 mg/kg. Benzo(b)fluoranthene was detected above the TRG of 0.875 mg/kg in four borings (B-7, TW-3, TW-5, and TW-13) with concentrations ranging from 0.99 mg/kg to 8.6 mg/kg. Dibenz(a,h)anthracene was detected above the TRG of 0.0875 mg/kg in two borings (B-7 and TW-5) with concentrations of 0.51 mg/kg and 1.2 mg/kg, respectively. Ideno(1,2,3-cd)pyrene was detected above the TRG of 0.0875 mg/kg in two borings (B-7 and TW-5) with concentrations of 1.6 mg/kg and 4.5 mg/kg, respectively. The semi-volatiles detected are members of a class of compounds called

polynuclear aromatic hydrocarbons (PAHs) which are typical constituents of oil or creosote. Landfilling operations may typically include disposal of creosote treated timbers or residual oily waste.

TPH-DRO (C10-C28) was detected above the TRG of 300 mg/kg in four borings (B-1, B-7, B-8, and TW-5) with concentrations exceedances ranging from 320 mg/kg to 630 mg/kg. TPH-ORO was analyzed by the laboratory in one subsurface sample (TW-13) with a reported concentration of 110 mg/kg. There is no TRG for TPHORO. TPH-DRO and TPH-ORO may be typical of landfill activities where residual oily wastes are disposed.

Two metal parameters (arsenic and lead) were detected in concentrations exceeding the MDEQ's TRG. Arsenic was detected above the TRG of 0.426 mg/kg in 15 of the 24 borings with concentration exceedances ranging from 0.87 mg/kg to 19 mg/kg. Lead concentrations exceeded the TRG of 400 mg/kg in five borings (B-6, B-7, B-8, TW-7, and TW-11) with concentration exceedances ranging from 440 mg/kg to 1,200 mg/kg.

No total phenolic concentrations were detected that exceeded the TRG. As previously discussed, the arsenic concentrations appear likely to be representative of naturally occurring levels. However, the nature of elevated lead concentrations in borings B-6, B-7, B-8, TW-7, and TW-11 could result from landfilling activities as stated above.

TCLP analysis for lead indicated that the soil does not exhibit the toxicity characteristic for lead as defined by RCRA.

The laboratory analysis of the soil samples achieved the project quality goals and the data is acceptable without qualification.

Soil gas screening of five soil vapor wells installed in the northern portion of the former landfill revealed no detected concentrations of methane in the shallow subsurface.

The absence of detectable methane vapors are likely attributable to the permeable shallow soil lithology, absence of an impermeable cap, and the age of the buried material.

Groundwater Conditions: Depth-to-water at the site ranged from approximately 4 ft to 23 ft bgs. Groundwater flow at the site is generally to the southwest, with a westerly flow component near the northwest corner of the site and a southeasterly flow component near the southeast corner of the site. Hydraulic gradient at the site is irregular and ranges from approximately 0.008 ft/ft to 0.040 ft/ft.

No VOCs, SVOCs, TPH-GRO, herbicides, organochlorine pesticides, or total phenolics were detected in groundwater in concentrations that exceeded the MDEQ's TRGs.

TPH-DRO exceeded the MDEQ's TRG of 650 µg/L in groundwater samples collected from two (2) temporary wells (TW-2 and TW-5) with concentrations of 650 µg/L and 790 µg/L, respectively.

Typical leachate parameters were analyzed in the groundwater samples to assess typical landfill leachate conditions. Ammonia exceeded the TRG of 0.209 mg/L in groundwater collected from five wells (TW-2, TW-3, TW-4, TW-5, and TW-8) with concentrations of 14 mg/L, 30 mg/L, 12 mg/L, 30 mg/L, and 1.0 mg/L, respectively.

EDB was reported below the RL in all groundwater samples submitted for laboratory analysis.

Two leachate metal parameters (iron and manganese) were reported in concentrations that exceeded the MDEQ's TRGs. Iron exceeded the TRG of 11 mg/L in five wells (TW-2, TW-5, TW-8, TW-15, and TW-16) with concentration exceedances ranging from 14 mg/L to 53 mg/L. Manganese exceeded the TRG of 0.73 mg/L in ten wells with concentration exceedances ranging from 1.1 mg/L to 7.4 mg/L.

The detected concentrations of the various parameters are indicative of groundwater impacted by landfill leachate. Its concentration levels, however, are very low in comparison to typical full-strength sanitary landfill leachate. Considering the age of the landfill, it would seem that the concentrations are likely in the declining trend and although some of the parameters are above the TRGs, no remedial action is likely needed.

The QA/QC issues regarding analysis of groundwater above did not adversely affect the overall results and the data is acceptable without qualification.

Summary of Recommendations from the Phase II ESA

Based on the findings and conclusions of the Phase II ESA at the Gordons Creek Landfill site, Eco-Systems presents the following recommendations:

- Although likely representative of naturally-occurring arsenic and lead concentrations in surficial soils, elevated concentrations of these metals may require a constructed earthen cap in these areas to mitigate potential exposure pathways. Since the area was historically used for landfilling, a protective cap over the entire area may be necessary to prevent exposure.
- Bank erosion on Gordon's Creek is allowing deposited waste materials to enter the stream system very near the confluence with the Leaf River. To mitigate this situation and to prevent further potential water quality degradation, it is recommended that bank stabilization of Gordon's Creek along the northern boundary of the landfill area be conducted.
- Eco-Systems recommends monitored natural attenuation for the leachate indicators.

Full copies of the Phase I and Phase II ESAs are available in hard-copy and digital format upon request from MDEQ.

F. All engineering and remediation work plans (designed and certified by a professional engineer or engineering company as defined in the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations) identifying all preventive or corrective actions that need to be conducted at the proposed site.

This proposal is requesting Phase I funding to conduct the necessary project planning and design engineering to stabilize the south bank of Gordon's Creek to mitigate the current conditions which include erosion and washing of deposited waste materials into the Leaf River and subsequently the Pascagoula River Basin. All work conducted through this proposed project will be designed and certified by a professional engineer or engineering company as defined by the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations. The budget included in this application outlines the tasks identified as necessary for this effort.

The Gordon's Creek Bank Stabilization proposed project will include a site survey, preliminary engineering design with slope stability analysis and hydraulic calculations, evaluation of design alternatives with a minimum of three alternatives and cost benefit analysis of each, selection of the preferred design alternative based on cost benefit analysis, final engineering design, and engineering cost estimates for bank stabilization construction. The final engineering design will include a set of Construction Drawings and Specifications for submittal to MDEQ and the City of Hattiesburg for review and approval. It is anticipated that the Construction Drawing set will consist of the following:

Drawing 1	Title Page
Drawing 2	Drawing Index and Site Location Map
Drawing 3	Existing Site Conditions
Drawing 4	Bank Stabilization Plan: Station 00+00 – 02+50
Drawing 5	Bank Stabilization Plan: Station 02+50 – 05+00
Drawing 6	Bank Stabilization Plan: Station 05+00 – 07+50
Drawing 7	Bank Stabilization Plan: Station 07+50 – 10+00
Drawing 8	Bank Stabilization Details
Drawing 9	Stormwater Management Plan
Drawing 10	Stormwater Details

G. Necessary documentation demonstrating that the engineer or engineering company (conducting work described above) complies with Section C.5 of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations.

The City of Hattiesburg will utilize the services of a professional engineering firm to assist with engineering design and construction oversight of the proposed project. Section C.5 of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations requires all engineers or engineering firms conducting design and construction oversight on Corrective Action Project meet the following criteria:

(a) The professional engineer must be licensed to practice in the State of Mississippi, or, in the case of an engineering company, the company must employ in a full-time capacity (40 hours per week) at least one professional engineer licensed to practice in the State of Mississippi;

The firm selected by the City of Hattiesburg is a Mississippi-based engineering and environmental consulting firm that currently employs seven professional engineers licensed in the State of Mississippi.

(b) the professional engineer or engineering company must have previously conducted remedial investigations and/or corrective actions at a minimum of two other sites; and

The firm selected by the City of Hattiesburg has successfully conducted a number of remedial investigations and corrective actions on other sites. The firm also has extensive experience in the solid waste industry that includes local solid waste management planning, facility permitting and design, and development of closure/post-closure plans.

Specifically, the firm selected by the City has conducted remedial investigations and corrective actions at numerous facility types including manufacturing facilities, bulk petroleum storage facilities, wood treating facilities, oil and gas exploration sites. Specific to the waste industry, the selected consultant has performed remedial investigations and implementation of risk-based remedial actions at oily waste facilities, waste oil sludge dump sites, NPL hazardous waste sites, and at solid waste landfills.

(c) the professional engineer or engineering company must possess a current certificate of professional liability insurance in an amount not less than one million dollars ($1,000,000).

The City's selected engineer does maintain a current certificate of professional liability insurance in an amount not less than one million dollars ($1,000,000).

H. A description of proposed monitoring plans for the preventive or corrective actions.

Monitoring activities will include two primary elements. The first will be bi-annual visual inspection of corrective actions in place to ensure the continued integrity of the corrective actions. The second will include the advancement of an appropriate number of permanent monitoring wells to allow for annual or bi-annual monitoring of natural attenuation of leachate parameters.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF POLLUTION CONTROL
SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH

ELIGIBILITY REQUEST APPLICATION FOR FUNDING ASSISTANCE THROUGH
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PREPARED:	11-05-2003
REVISION NO.:	0
PAGE:	1-1

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Environmental Quality
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   City Hattiesburg State MS ZIP 39403-1898

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6. Physical address of the facility: No physical address

   City Hattiesburg State MS ZIP 39401

7. Location: Section 2 & 11 / Township 4 N / Range 13 W / County Forrest

8. Contact name and title: Mr. Bert Kuyrkendall, City Engineer

9. Contact address (if different than applicant): Same

   City Same State Same Zip Same

10. Contact telephone number: 601-545-4540

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I also confirm that I or other appropriate representatives of the applicant have received a copy and have read and do understand those sections of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations that are applicable to the proposed project.

Mayor Johnny L. DuPree
Name of authorized representative (Please type/print)

Signature of authorized representative

Mayor, City of Hattiesburg
Title of authorized representative (Please type or print)

7/2/13
Date

9-3-2008 Form CAFT-1

MISSISSIPPI NONHAZARDOUS SOLID WASTE CORRECTIVE ACTION TRUST FUND (CATF)
ELIGIBILITY APPLICATION FORM
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I. The total amount of funds requested for the proposed preventive or corrective actions. Also, include a breakdown of the itemized costs for the funding request proposed. All items should be consistent with the work plan in Item F above.

A. A narrative description of the historical background of the solid waste disposal facility requiring preventive or corrective action.

The Gordon's Creek Landfill existed as an unpermitted landfill prior to the enactment of the Subtitle D regulations in the early 1990's. Based on interpretation of aerial photography, land-filling activities appear to have taken place from the late 1950's and early 1960's through the early 1970's. While the site is currently owned by the City of Hattiesburg, information relative to previous ownership is almost non-existent. With land-filling activities ceasing in the early 1970's and prior to effective solid waste management and facility closure regulations, the site was not "closed" in the sense that we typically see such facilities closed. The site was either not provided with a full cap or was capped with materials that have since eroded and have become ineffective.

In addition, the location of the site adjacent to the Leaf River and Gordon's Creek in east Hattiesburg has created additional environmental concerns. As the banks of Gordon's Creek eroded over time, deposited waste materials have been exposed and are frequently washed into the Leaf River and the Pascagoula River Basin as a result of continued erosion. The purpose of this proposal is to seek Phase I funding to conduct project planning and design engineering for stream bank stabilization on Gordon's Creek adjacent to the landfill. The design will also evaluate alternatives in order to economically analyze the most suitable design to stabilize the stream bank adjacent to Gordon's Creek and to prevent further erosion, and environmental and water quality degradation.

Below is the phased approach to this project in order to eliminate the conditions currently contributing to poor water quality, continued degradation of environmental conditions, and potential threats to human health.

Phase I	Bank Stabilization: Project Planning and Design Engineering
Phase II	Bank Stabilization: Construction
Phase III	Landfill Earthen Cap: Project Planning and Design Engineering
Phase IV	Landfill Earthen Cap: Construction
Phase V	Long-Term Groundwater Monitoring: Project Planning and Implementation

The facility does appear on the MDEQ MSW Closed Facility Listing as an unpermitted landfill.

B. A written narrative appropriately justifying the eligibility of the proposed project for financial assistance through CATF. Also, include necessary supporting documents with the narrative.

According to CATF Guidelines, the following criteria must be met for a site to be considered eligible for financial assistance. Included are the City's responses to each of the criteria to the best of our knowledge:

- **Must have accepted household waste prior to subtitle D, (October 1993) and closed prior to that date.**

Based on visual observations of waste disposed at the facility and interpretation of decadal aerial photography, the site accepted household waste from approximately 1960 through the early 1970's. No evidence exists demonstrating the site accepting waste later than 1973.

- **Funds can be spent at a site when:**
  - **emergency action is necessary whenever there is a release or substantial threat of a release of contaminants from an eligible facility;**

Based on data collected during a Phase II Environmental Site Assessment at the subject site, evidence does exist that confirms release of contaminants from the facility. Additional details specific to the results of the Phase II investigation are provided in **Sections D and E** below.

  - **to take preventive or corrective actions where the release of contaminants from any source within the permitted area of an eligible facility presents an actual or potential threat to human health or the environment including, but not limited to, closure and post-closure care of an eligible facility; and**

The mitigation plan as presented will prevent continued release of contaminants through the current source (stream bank erosion) by stabilizing the exposed stream bank through an engineered approach to stream bank stabilization consisting of reshaping the slope of the stream bank and providing mechanical means of stabilization. This proposal seeks to begin the process of remedial action by conducting Phase I which includes project planning and engineering design for stream bank stabilization. The City anticipates seeking additional funding for Phase II through Phase V for project completion.

  - **to monitor and provide post-closure care of any eligible facility, including preventive and corrective actions, without regard to identity or solvency of the owner thereof.**

Long-term monitoring of site conditions is included as part of the overall mitigation strategy for the subject site. Details relative to the monitoring plan are included in **Section H** below.

Funds may not be used to pay for the normal costs of closure and post-closure care of an eligible facility or where no release or substantial threat of a release of contaminants has been found by the Commission.

The City of Hattiesburg does not believe the requested financial assistance will be used to pay for normal closure or post-closure care of the facility due to the natural processes associated with stream bank erosion and due to the fact that MDEQ has previously expended CATF funds to stabilize and upstream segment of Gordon's Creek directly adjacent to the segment being proposed through this application.

C. An original U. S. Geological Survey (USGS) Topographical Quadrangle Map of the area. The property boundaries of the proposed site and the used disposal area should be depicted on the map. At a minimum, a 2-mile radius from the facility boundary should be shown on the topo map. Adjacent topo maps may be attached, if necessary.

Please refer to **Attachment "A".**

D. A clear description of the real or potential conditions at the landfill which require preventive or corrective actions and the goal to be achieved through this project;

The primary condition requiring corrective action is the continued erosion of Gordon's Creek directly adjacent to the landfill site. This continued erosion is allowing deposited waste materials to be washed into Gordon's Creek, the Leaf River and ultimately into the Pascagoula River Basin. The primary goal of the requested action is to create an engineering design to stabilize a segment of Gordon's Creek extending from the end point of the previous stabilization effort to the confluence of Gordon's Creek and the Leaf River to prevent further erosion and to prevent continued environmental and water quality degradation.

E. A description of the potential sources of contamination including sufficient evidence that a release or substantial threat of a release of contaminants from the proposed facility does exist. Also, include copies of any monitoring or analytical results and other relevant data, thereof.

The following paragraphs are taken from the Phase II Environmental Site Assessment Conducted on the subject site in July, August, and September of 2011:

The scope of work for the Phase II ESA included the following:

- Five surficial soil samples were collected in areas with observed surface dumping of paint cans, electrical equipment, medical waste, fluorescent light bulbs, drums, and other chemical containers to determine potential direct-contact exposure of pathways.
- Five shallow borings were advanced in the major area of debris burial to facilitate the screening of potential methane vapor concentrations using a flame ionization detector (FID).
- Seven soil borings were advanced to a maximum depth corresponding to encountering saturated soil conditions for the purpose of soil screening and selection of soil samples for laboratory analysis.
- Fifteen soil borings were advanced to a minimum depth of approximately 5 feet below the uppermost saturated zone using direct-push techniques to facilitate the collection of soil samples for laboratory analysis and the installation of temporary wells. A visual observation of the soils including soil types and visual evidence of contamination were documented. Borings were also utilized to locate the approximate boundaries of the landfill.
- Continuous soil samples were collected using a Macrocore® sampler for visual observation and description of the lithology and soil screening.

- Soil samples from the borings were screened in the field for organic vapors using a photo ionization detector (PID) and olfactory evidence of contamination. Information obtained from the field screening was used to select samples for laboratory analysis which were most likely to reveal chemicals-of-concern (CoC) concentrations.
- Temporary monitoring wells were installed in fifteen borings advanced below the saturated zone. Groundwater samples were collected from the temporary monitoring wells to determine potential CoC impacts to the uppermost saturated zone. Groundwater elevation data was also collected to determine the groundwater flow direction.
- Data obtained from the assessment has been tabulated, validated, and evaluated to prepare the preliminary site conceptual model for the site.

The assessment, analysis, and interpretation of data collected during the Phase II ESA directed Eco-Systems towards the following conclusions with respect to the environmental condition of the site:

Soil Conditions

In surficial soils, no VOCs, SVOCs, TPH-GRO, TPH-DRO, herbicides, organochlorine pesticides, PCBs, or Total Phenolic compounds were detected above the TRG. Only two metal parameters (arsenic and lead) were detected in concentrations exceeding the MDEQ's TRG (0.426 mg/kg) for unrestricted sites. The TRG exceedances for arsenic were detected in all borings across the site with concentrations ranging from 1.3 mg/kg to 4.9 mg/kg.

In general, the arsenic and lead concentrations appear likely to be representative of naturally occurring levels. One study conducted in the region (NRCS Bulletin 1101, June 2001) reported an average arsenic concentration of 4.42 mg/kg. USGS Professional Paper 1270 reports a mean arsenic concentration of 4.80 mg/kg in the eastern United States with a range of <0.1 mg/kg to 73 mg/kg. Lead slightly exceeded the MDEQ's TRG of 400 mg/kg in one surficial soil sample collected from S-3 with a reported concentration of 510 mg/kg.

No obvious evidence of a source for lead such as trash, stained soil, or other conditions was noted. Sources of lead in trash may include batteries or lead solder in electronics or metal piping. Therefore, sporadic locations of isolated lead may occur in such landfill conditions.

In subsurface soils, no VOCs, TPH-GRO, herbicides, organochlorine pesticides, PCBs, or total phenol concentrations were detected above their respective TRGs. Five (5) SVOC parameters were detected which exceeded their respective TRGs and included: benzo(a)anthracene; benzo(a)pyrene; benzo(b)fluoranthene; dibenz(a,h)anthracene; and, ideno(1,2,3-cd)pyrene. Benzo(a)anthracene was detected above the TRG of 0.875 mg/kg in three borings (B-7, TW-3 and TW-5) with concentrations ranging from 1.1 mg/kg to 7.2 mg/kg. Benzo(a)pyrene was detected above the TRG of 0.0875 mg/kg in five borings (B-6, B-7, TW-3, TW-5, and TW-13) with concentrations of ranging from 0.43 mg/kg to 8.3 mg/kg. Benzo(b)fluoranthene was detected above the TRG of 0.875 mg/kg in four borings (B-7, TW-3, TW-5, and TW-13) with concentrations ranging from 0.99 mg/kg to 8.6 mg/kg. Dibenz(a,h)anthracene was detected above the TRG of 0.0875 mg/kg in two borings (B-7 and TW-5) with concentrations of 0.51 mg/kg and 1.2 mg/kg, respectively. Ideno(1,2,3-cd)pyrene was detected above the TRG of 0.0875 mg/kg in two borings (B-7 and TW-5) with concentrations of 1.6 mg/kg and 4.5 mg/kg, respectively. The semi-volatiles detected are members of a class of compounds called

polynuclear aromatic hydrocarbons (PAHs) which are typical constituents of oil or creosote. Landfilling operations may typically include disposal of creosote treated timbers or residual oily waste.

TPH-DRO (C10-C28) was detected above the TRG of 300 mg/kg in four borings (B-1, B-7, B-8, and TW-5) with concentrations exceedances ranging from 320 mg/kg to 630 mg/kg. TPH-ORO was analyzed by the laboratory in one subsurface sample (TW-13) with a reported concentration of 110 mg/kg. There is no TRG for TPHORO. TPH-DRO and TPH-ORO may be typical of landfill activities where residual oily wastes are disposed.

Two metal parameters (arsenic and lead) were detected in concentrations exceeding the MDEQ's TRG. Arsenic was detected above the TRG of 0.426 mg/kg in 15 of the 24 borings with concentration exceedances ranging from 0.87 mg/kg to 19 mg/kg. Lead concentrations exceeded the TRG of 400 mg/kg in five borings (B-6, B-7, B-8, TW-7, and TW-11) with concentration exceedances ranging from 440 mg/kg to 1,200 mg/kg.

No total phenolic concentrations were detected that exceeded the TRG. As previously discussed, the arsenic concentrations appear likely to be representative of naturally occurring levels. However, the nature of elevated lead concentrations in borings B-6, B-7, B-8, TW-7, and TW-11 could result from landfilling activities as stated above.

TCLP analysis for lead indicated that the soil does not exhibit the toxicity characteristic for lead as defined by RCRA.

The laboratory analysis of the soil samples achieved the project quality goals and the data is acceptable without qualification.

Soil gas screening of five soil vapor wells installed in the northern portion of the former landfill revealed no detected concentrations of methane in the shallow subsurface.

The absence of detectable methane vapors are likely attributable to the permeable shallow soil lithology, absence of an impermeable cap, and the age of the buried material.

Groundwater Conditions: Depth-to-water at the site ranged from approximately 4 ft to 23 ft bgs. Groundwater flow at the site is generally to the southwest, with a westerly flow component near the northwest corner of the site and a southeasterly flow component near the southeast corner of the site. Hydraulic gradient at the site is irregular and ranges from approximately 0.008 ft/ft to 0.040 ft/ft.

No VOCs, SVOCs, TPH-GRO, herbicides, organochlorine pesticides, or total phenolics were detected in groundwater in concentrations that exceeded the MDEQ's TRGs.

TPH-DRO exceeded the MDEQ's TRG of 650 µg/L in groundwater samples collected from two (2) temporary wells (TW-2 and TW-5) with concentrations of 650 µg/L and 790 µg/L, respectively.

Typical leachate parameters were analyzed in the groundwater samples to assess typical landfill leachate conditions. Ammonia exceeded the TRG of 0.209 mg/L in groundwater collected from five wells (TW-2, TW-3, TW-4, TW-5, and TW-8) with concentrations of 14 mg/L, 30 mg/L, 12 mg/L, 30 mg/L, and 1.0 mg/L, respectively.

EDB was reported below the RL in all groundwater samples submitted for laboratory analysis.

Two leachate metal parameters (iron and manganese) were reported in concentrations that exceeded the MDEQ's TRGs. Iron exceeded the TRG of 11 mg/L in five wells (TW-2, TW-5, TW-8, TW-15, and TW-16) with concentration exceedances ranging from 14 mg/L to 53 mg/L. Manganese exceeded the TRG of 0.73 mg/L in ten wells with concentration exceedances ranging from 1.1 mg/L to 7.4 mg/L.

The detected concentrations of the various parameters are indicative of groundwater impacted by landfill leachate. Its concentration levels, however, are very low in comparison to typical full-strength sanitary landfill leachate. Considering the age of the landfill, it would seem that the concentrations are likely in the declining trend and although some of the parameters are above the TRGs, no remedial action is likely needed.

The QA/QC issues regarding analysis of groundwater above did not adversely affect the overall results and the data is acceptable without qualification.

Summary of Recommendations from the Phase II ESA

Based on the findings and conclusions of the Phase II ESA at the Gordons Creek Landfill site, Eco-Systems presents the following recommendations:

- Although likely representative of naturally-occurring arsenic and lead concentrations in surficial soils, elevated concentrations of these metals may require a constructed earthen cap in these areas to mitigate potential exposure pathways. Since the area was historically used for landfilling, a protective cap over the entire area may be necessary to prevent exposure.
- Bank erosion on Gordon's Creek is allowing deposited waste materials to enter the stream system very near the confluence with the Leaf River. To mitigate this situation and to prevent further potential water quality degradation, it is recommended that bank stabilization of Gordon's Creek along the northern boundary of the landfill area be conducted.
- Eco-Systems recommends monitored natural attenuation for the leachate indicators.

Full copies of the Phase I and Phase II ESAs are available in hard-copy and digital format upon request from MDEQ.

F. All engineering and remediation work plans (designed and certified by a professional engineer or engineering company as defined in the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations) identifying all preventive or corrective actions that need to be conducted at the proposed site.

This proposal is requesting Phase I funding to conduct the necessary project planning and design engineering to stabilize the south bank of Gordon's Creek to mitigate the current conditions which include erosion and washing of deposited waste materials into the Leaf River and subsequently the Pascagoula River Basin. All work conducted through this proposed project will be designed and certified by a professional engineer or engineering company as defined by the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations. The budget included in this application outlines the tasks identified as necessary for this effort.

The Gordon's Creek Bank Stabilization proposed project will include a site survey, preliminary engineering design with slope stability analysis and hydraulic calculations, evaluation of design alternatives with a minimum of three alternatives and cost benefit analysis of each, selection of the preferred design alternative based on cost benefit analysis, final engineering design, and engineering cost estimates for bank stabilization construction. The final engineering design will include a set of Construction Drawings and Specifications for submittal to MDEQ and the City of Hattiesburg for review and approval. It is anticipated that the Construction Drawing set will consist of the following:

Drawing 1	Title Page
Drawing 2	Drawing Index and Site Location Map
Drawing 3	Existing Site Conditions
Drawing 4	Bank Stabilization Plan: Station 00+00 – 02+50
Drawing 5	Bank Stabilization Plan: Station 02+50 – 05+00
Drawing 6	Bank Stabilization Plan: Station 05+00 – 07+50
Drawing 7	Bank Stabilization Plan: Station 07+50 – 10+00
Drawing 8	Bank Stabilization Details
Drawing 9	Stormwater Management Plan
Drawing 10	Stormwater Details

G. Necessary documentation demonstrating that the engineer or engineering company (conducting work described above) complies with Section C.5 of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations.

The City of Hattiesburg will utilize the services of a professional engineering firm to assist with engineering design and construction oversight of the proposed project. Section C.5 of the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund Regulations requires all engineers or engineering firms conducting design and construction oversight on Corrective Action Project meet the following criteria:

(a) The professional engineer must be licensed to practice in the State of Mississippi, or, in the case of an engineering company, the company must employ in a full-time capacity (40 hours per week) at least one professional engineer licensed to practice in the State of Mississippi;

The firm selected by the City of Hattiesburg is a Mississippi-based engineering and environmental consulting firm that currently employs seven professional engineers licensed in the State of Mississippi.

(b) the professional engineer or engineering company must have previously conducted remedial investigations and/or corrective actions at a minimum of two other sites; and

The firm selected by the City of Hattiesburg has successfully conducted a number of remedial investigations and corrective actions on other sites. The firm also has extensive experience in the solid waste industry that includes local solid waste management planning, facility permitting and design, and development of closure/post-closure plans.

Specifically, the firm selected by the City has conducted remedial investigations and corrective actions at numerous facility types including manufacturing facilities, bulk petroleum storage facilities, wood treating facilities, oil and gas exploration sites. Specific to the waste industry, the selected consultant has performed remedial investigations and implementation of risk-based remedial actions at oily waste facilities, waste oil sludge dump sites, NPL hazardous waste sites, and at solid waste landfills.

(c) the professional engineer or engineering company must possess a current certificate of professional liability insurance in an amount not less than one million dollars ($1,000,000).

The City's selected engineer does maintain a current certificate of professional liability insurance in an amount not less than one million dollars ($1,000,000).

H. A description of proposed monitoring plans for the preventive or corrective actions.

Monitoring activities will include two primary elements. The first will be bi-annual visual inspection of corrective actions in place to ensure the continued integrity of the corrective actions. The second will include the advancement of an appropriate number of permanent monitoring wells to allow for annual or bi-annual monitoring of natural attenuation of leachate parameters.

City of Hattiesburg, MS

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

Master

File Number: 2013-0388

File ID: 2013-0388 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/25/2013

Brief Title: Authorize Mayor to execute documents required for the NRCS Drainage Improvement Projects near Amen Drive, Bobby Chain Airport, and Pine Street.

Final Action: 07/02/2013

Minute Book Number: MB2013-191-192

Title:

Authorize Mayor to execute documents in the Approved EWP Site Agreement Package from the Natural Resources Conservation Service for the funding of Drainage Improvement projects near Amen Drive, Bobby Chain Airport, and Pine Street.

Notes: NRCS Grant
25% Match from City

Sponsors:

Enactment Date:

Attachments: EWP Site Agreement Pkg-completed, executed
EWP Site Agreement Pkg-completed

Enactment Number:

Contact:

Meeting Date: 07/02/2013

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute documents in the Approved EWP Site Agreement Package from the Natural Resources Conservation Service for the funding of Drainage Improvement projects near Amen Drive, Bobby Chain Airport, and Pine Street.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0388

Title

Authorize Mayor to execute documents in the Approved EWP Site Agreement Package from the Natural Resources Conservation Service for the funding of Drainage Improvement projects near Amen Drive, Bobby Chain Airport, and Pine Street.

Summary

Authorize Mayor to execute documents in the Approved EWP Site Agreement Package from the Natural Resources Conservation Service for the funding of Drainage Improvement projects near Amen Drive, Bobby Chain Airport, and Pine Street.

Budget Information

001206.7215.01

Expenditure Type

Grant

Purchasing Item

Publication Information

Approved EWP Site Agreement Package Instructions and Checklist for Sponsors

Locally Led Contract

Sponsor: City of Hattiesburg

EWP Site Name(s): Amen Drive, Bobby Chain Airport, Pine Street

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions:

____ **1. Application for Emergency Work:** This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **2. Statement of Work for Agreement:** On page 6, fill out the name, address, phone, and email of the designated as the sponsor's contact person. On page 7, fill out the name, address, phone, and email of the individual designated as the contact between the sponsor and NRCS. These two individuals may be the same person.

____ **3. NRCS-ADS-78:** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **4. Title of Opinion:** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **5. Operation and Maintenance Agreement:** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **6. Operation and Maintenance Plan:** This two page document should simply be reviewed by the sponsor and returned.

____ **7. SF-424D Assurances - Construction Programs:** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **8. AD-3031 Form:** Fill out the required information needed on the four lines.

____ **9. AD-3030 Form:** Fill out all blanks and boxes on this form.

____ **10. Notice of Grant and Agreement Award:** Fill out items 6, DUNS, EIN, 9, 10, 14, and 16 on page 1. On page 2, fill out Name and Title of Authorized Recipient Representative box, sign beside it and date. Also, fill out the section below the privacy act statement of sponsor's name and when the signing was attested.

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address.

Natural Resources Conservation Service
ATTN: Norman Patterson
113 Fairfield, Ste. 110
Hattiesburg, MS 39402

APPLICATION FOR EMERGENCY WORK

TO: State Conservationist
USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS. 39269

We request Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334 to restore damages. This work is needed to safeguard lives and property from an imminent hazard. CFDA No. 10.923

The following information is submitted in support of the application:

1. LOCATION: County _____

   Date Disaster Occurred _____

2. NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED:

   Problem:

   Assistance Needed:

3. We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide 25 percent of the cost of construction work in dollars.

4. ENVIRONMENTAL CONSIDERATIONS: Please refer to the Environmental Evaluation Worksheet for environmental considerations. (Environmental impacts will be minimal.)

5. We understand that if funds are approved, this project must be fully implemented within 220 days of approval or funds will be withdrawn.

6. RECOMMENDED PRIORITY OF WORK: This applies primarily to organized watersheds that are applying for several different types of repair work. It may apply to some group work outside organized watersheds.

7. Witness the signature of the undersigned sponsoring local organization on the dates shown.

_____
(Name of Sponsor)

By: _____

Title: _____

Address: _____

_____

Telephone No: _____

This action was approved at an official meeting of _____, on _____

State of Mississippi.

Attest: _____
(Signature of Secretary)

Address: _____

_____

Telephone No: _____

STATEMENT OF WORK FOR AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND THE City of Hattiesburg

This agreement is entered into by and between the USDA, Natural Resources Conservation Service, hereinafter referred to as the "NRCS" and City of Hattiesburg, hereinafter referred to as the "Sponsor".

I. PURPOSE:

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards created by the Hurricane Issac storm event. Under the provisions of the Emergency Watershed protection (EWP) Program, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed.

II. OBJECTIVES:

Remove watershed impairments caused by the Hurricane Issac storm event that are creating a serious threat to life and property. Typical actions include the removal of woody debris blockages from stream channels and disposal of blockage materials to suitable areas. The design and installation of EWP measures are detailed in the individual damage survey report (DSRs) listed below:

DSR No.	Description of Work	Estimated Cost
280351203, 280351205, 280351202	Amen Drive, Bobby Chain Airport, Pine Street	$392,000.00

III. RESPONSIBILITIES OF THE PARTIES:

A. The Sponsor will:

a. Comply with all terms and conditions in all the attachments as listed on the Notice of Grant and Agreement Award form. All attachments are incorporated as part of this agreement.

b. Provide certification to NRCS that real property rights necessary for the Work have been obtained prior to advertising for construction; this includes any rights associated with required environmental mitigation. Sponsor shall provide certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsor shall also provide an attorney's opinion supporting its certification documentation.

c. Accept all financial and other responsibility for any costs resulting from or relating to failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the work. Sponsor agrees to defend, indemnify and hold harmless NRCS for any costs or damages caused by or related to Sponsor's failure or delay in obtaining adequate land rights, regardless whether this agreement is terminated or whether the Work is completed.

d. Provide 25 percent of the cost of constructing the emergency watershed protection measures described in this agreement. This cost to the sponsor is estimated to be $98,000.00.

e. Provide in-kind contribution for contract administration and inspection services. The value of the in-kind contribution is estimated to be $98,000.00. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution. The in-kind contribution will be a credit towards their 25 percent cost share of the installation cost.

f. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans will be reviewed and approved by a Professional Engineer registered in the State of Mississippi, prior to submittal to NRCS.

g. Prepare all contractual documents and contract for the work measures described herein in accordance with 7 CFR 3016.36, applicable state requirements, and the Sponsor's procurement regulations.

h. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated in the project.

i. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency water protection measures.

j. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in this agreement.

k. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. NRCS will obtain this information from you after execution of the agreement.

l. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

m. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

n. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.

o. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance in accordance with the applicable operation and maintenance agreement in effect.

p. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in this agreement. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

q. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

r. The contracts for design services and construction described in this agreement will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.

s. The NRCS signatory official to this agreement may make adjustments in the estimated cost to NRCS for emergency watershed protection measures described in this agreement. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated costs and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment is to change the cost sharing assistance to be provided by NRCS.

t. NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the Sponsor and NRCS. The award is subject to termination if NRCS determines that the Sponsor has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

u. In the event of default, any additional funds properly allocable as project costs required to ensure completion of the job are to be provided in the same ratio as total project costs are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and the NRCS in the same ratio as total project costs are contributed under the terms of the agreement.

v. Maintain an adequate financial management system to track expenditures.

w. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

x. The Sponsor and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1

1. 2 CFR Part 25, “Universal Identifier and Central Contractor Registration”
2. 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”
3. 7 CFR Part 3015, “Uniform Federal Assistance Regulations”;
4. 7 CFR Part 3016, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”;
5. 7 CFR Part 3017, “Governmentwide Debarment and Suspension (Nonprocurement)”;
6. 7 CFR Part 3018, “New Restrictions on Lobbying”;
7. 7 CFR 3021, “Government wide Requirements for Drug-Free Workplace (Financial Assistance);
8. 7 CFR Part 3052, “Audits of States, Local Government, and Non-Profit Institutions”;
9. 2 CFR 175(b), “Award Term for Trafficking in Persons”
10. Public Law 109-282, “Federal Funding Accountability and Transparency Act of 2006”
11. 7 CFR Part 225, “Cost Principles for States and Local Governments (including certain Indian Tribal Governments)”

y. Ensure that the contract terms and conditions consider the guidance provided under 7 CFR 3016.36 Procurement.

z. Ensure each subcontract or purchase order of more than $10,000 include or reference provisions of the Executive Order 11246 equal opportunity clause shown in 41 CFR 60-1.4(b). Whenever a contractor or subcontractor subcontracts a portion of the work involving any construction trade, the Specifications, including the sixteen EEO and affirmative action program requirements described above and the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity” (41 CFR 60-4.2(d)) containing the applicable goals for minority and female participation must be included in subcontracts larger than $10,000. These goals are established as a percentage participation rate. A Contractor’s compliance is measured by whether it has made good faith efforts to meet its goals, and failure to meet goals, by itself, is not a violation of the Executive Order.

aa. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000)

bb. Employees of the Sponsor shall participate in efforts under the agreement solely as representatives of the sponsors and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

cc. Any commenced work prior to execution of this agreement is not eligible for NRCS cost-share assistance.

dd. The following individual is designated as the contact for the Sponsor:

Name:
Address:

Telephone No.:
Email:

B. NRCS will:

a. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.

b. Provide **75** percent of the construction cost of the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be $294,000.00. NRCS will provide **10%** technical assistance of the **75%** construction cost in the amount of $29,400.00.

c. A project sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, reviewing internal documents outside the project scope, and clerical services) for carrying out their responsibilities are not eligible for any EWP cost sharing and do not qualify as in-kind or reimbursable services for FA or TA contribution.

d. Review and concur with construction plans as identified in this agreement.

e. Be available to conduct progress checks and participate in final inspection.

f. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

g. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employers, or otherwise serve or hold themselves out as representatives of the sponsors. They also shall not assist the sponsors or any member of the sponsors with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the sponsors or any member of the sponsors, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

h. The following individual is designated as the contact between the Sponsor and NRCS:

Name:
Address:

Phone:
Email:

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

Completed construction project in accordance with the objectives described in this agreement. Final inspection shall be conducted and concurred in by NRCS.

V. PERIOD OF PERFORMANCE

Project timeline will begin with the date of the last signature on the agreement and shall become null and void 60 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by January 18, 2014.

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 280351203, 280351205, 280351202

Identity of improvement or development: Erosion Control

Location: Forrest Co. – Site(s): Amen Drive, Bobby Chain Airport, Pine Street

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Hattiesburg
(Name of Sponsor)

By: _____
(Signature)

Title: _____

Date: _____

This action is authorized at an official meeting

of the _____

on ____ day of _____, 20_____
State of Mississippi

Attest

_____
(Name)

_____
(Title)

SAMPLE-
PLEASE TYPE ON ATTORNEY'S LETTERHEAD

"TITLE OF OPINION"

TO: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

RE: **City of Hattiesburg (MS):**

Amen Drive, Bobby Chain Airport, Pine Street (Forrest County):

As attorney for and on behalf of the_____, I
(Sponsor)

hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

_____
Attorney -

_____
Date

Watershed: City of Hattiesburg

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Hattiesburg (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Amen Drive, Bobby Chain Airport, Pine Street.

I. OPERATIONS

A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:

1. In compliance with applicable Federal, State and local laws;

2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);

3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;

4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.

B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.

D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices with are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.

B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).

B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).

B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.

C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

A. The Sponsor(s) will:

1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.

3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.

B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.

C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.

D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Hattiesburg (MS)**

By: _____ Title: _____Date: _____

This action was authorized at an official meeting of the Sponsor named immediately above on _____ at _____

Attest: _____Title: _____

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____Date: _____

OPERATION AND MAINTENANCE PLAN
City of Hattiesburg
Amen Drive, Bobby Chain Airport, Pine Street

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation:
   a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

   b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.

   c. Fertilize vegetation as required to maintain a vigorous stand.

   d. Control grazing to insure proper vegetative cover.

   e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined
   a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

   b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.

   c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

   d. Keep access roads for maintenance and maintenance travelways in usable condition.

   e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

   f. Renovate channel banks damaged by storm flow.

   g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is $1,000.00. Funds to finance this cost will be provided by the City of Hattiesburg, from general tax revenues.

D. The City of Hattiesburg will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Hattiesburg, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

E. The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.

1. Stability of channel grades and side slopes
2. Excessive sedimentation
3. Condition of rip-rapped areas
4. Obstructions and undesirable vegetative growth
5. Scour at bridge piers, abutments and other adjacent property
6. Severity of erosion of berms and undesirable vegetative growth
7. Condition of cleared and snagged areas
8. Condition of fences and gates

F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.

G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.

I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

This form is available electronically.

Form Approved – OMB No. 0505-0025
Expiration Date: 12/31/2012

AD-3031

U.S. Department of Agriculture

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, and subsequent similar provisions. The information will be used to document compliance with appropriations restrictions.*

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739 for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of sections, 738 and 739.

_____
APPLICANT'S SIGNATURE (BY)

_____
TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

_____
BUSINESS NAME

_____
DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

This form is available electronically.

Form Approved – OMB No. 0505-0025
Expiration Date: 12/31/2012

AD-3030 **U.S. DEPARTMENT OF AGRICULTURE**

REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

Note: You only need to complete this form if you are a corporation. A corporation is any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55 and subsequent similar provisions. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. APPLICANT'S NAME	2. APPLICANT'S ADDRESS *(Including Zip Code)*	3. TAX ID NO. *(Last 4 digits)*

4A. Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO

4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO

4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B – SIGNATURE

5A. APPLICANT'S SIGNATURE (BY)	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	5C. DATE SIGNED *(MM-DD-YYYY)*

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

NOTICE OF GRANT AND AGREEMENT AWARD

1. **Award Identifying Number**	2. **Amendment No.**	3. **Award/Project Period**	4. **Type of Award Instrument**

5. **Agency: Natural Resources Conservation Service (NRCS) (Name and Address)**	6. **Recipient Organization: (Name and Address)**
	City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401 **DUNS:** 079448130 **EIN:** 646000432

7. **NRCS Program Contact:**	8. **NRCS Administrative Contact:**	9. **Recipient Program Contact:**	10. **Recipient Administrative Contact:**
		Bertran Kuyrkendall	Bertran Kuyrkendall

11. **CFDA Number**	12. **Authority**	13. **Type of Action**	14. **Project Director**
			Bertran Kuyrkendall

15. **Project Title/Description:**

16. **Entity Type:** ____**Profit** ___**Nonprofit** ____**Higher Education** ____**Federal** X ___**State/Local** ____**Indian/Native American** ____**Other**

17. **Select Funding Type:** ☐ **Federal** ☐ **Non-Federal**

Previous Total:	
Current Total:	
Grand Total:	

18. **Accounting and Appropriation Data**

Financial Code	Amount	Fiscal Year	Treasury Symbol

19. APPROVED BUDGET

Personnel	$ _____	Fringe Benefits	$ _____
Travel	$ _____	Equipment	$ _____
Supplies	$ _____	Contractual	$ _____
Construction	$ _____	Other	$ _____
Total Direct Cost	$ _____	Total Indirect Cost	$ _____
Total Federal Funds Awarded	$ _____	Total Non-Federal Funds	$ _____
Total Approved Budget	$ _____		

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative Johnny L. DuPree, PhD Mayor	**Signature**	**Date** July 2, 2013

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

City of Hattiesburg (MS)
Sponsor

This action authorized at an official meeting of
Hattiesburg City Council on the
2nd day of July, 20 13
at 200 Forrest Street, Hattiesburg,
State of Mississippi .

(Signature)

Mayor
(Title)

Attachments:
Statement of Work
SF-424D, Assurances-Construction Programs
AD-3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
   Agreement number
2. Amendment No.:
   Amendment number (if applicable)
3. Award/Project Period:
   Start and end date of project
4. Type of Award Instrument:
   Cooperative, Grant, or Contribution
5. Agency:
   Name, Address, City, State, ZIP Code
6. Recipient Organization:
   Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
   Name and contact information of person to be contacted on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
   Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
9. Recipient Contact:
   Name and contact information of person to be contacted on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
    Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
11. CFDA Number:
    The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
    Authority under which the agreement is entered into
13. Type of Action:
    Select one type of action:
    i. New Agreement.—Agreement awarded for the first time
    ii. Amendment/Revision.—Any change in financial obligation or deliverables
    iii. Extension.—Extend performance period
14. Project Director:
    Name and contact information of recipient's project director or principal investigator (if applicable)
15. Project Title/Description:
    Brief description of the purpose of the agreement
16. Entity type:
    Type of recipient
17. Funding:
    Federal amount of the award and the non-Federal amount to be contributed to the project
18. Accounting/Appropriation Date:
    Provide the following:
    i. Financial Code.—Accounting classification code
    ii. Amount.—Self explanatory
    iii. Fiscal Year.—Self explanatory
    iv. Treasury symbol.—Self explanatory
19. Approved Budget:
    Totals for each budget category

Approved EWP Site Agreement Package Instructions and Checklist for Sponsors

Locally Led Contract

Sponsor: City of Hattiesburg

EWP Site Name(s): Amen Drive, Bobby Chain Airport, Pine Street

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions:

____ **1. Application for Emergency Work:** This is a single page document that you should have submitted along with your initial EWP Site Qualification Checklist in order for NRCS to review the site. Please verify that you have submitted this form for each site. If not, this form needs to be signed by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **2. Statement of Work for Agreement:** On page 6, fill out the name, address, phone, and email of the designated as the sponsor's contact person. On page 7, fill out the name, address, phone, and email of the individual designated as the contact between the sponsor and NRCS. These two individuals may be the same person.

____ **3. NRCS-ADS-78:** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **4. Title of Opinion:** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

____ **5. Operation and Maintenance Agreement:** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

____ **6. Operation and Maintenance Plan:** This two page document should simply be reviewed by the sponsor and returned.

____ **7. SF-424D Assurances - Construction Programs:** This two page document should be signed on bottom of page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects).

____ **8. AD-3031 Form:** Fill out the required information needed on the four lines.

____ **9. AD-3030 Form:** Fill out all blanks and boxes on this form.

____ **10. Notice of Grant and Agreement Award:** Fill out items 6, DUNS, EIN, 9, 10, 14, and 16 on page 1. On page 2, fill out Name and Title of Authorized Recipient Representative box, sign beside it and date. Also, fill out the section below the privacy act statement of sponsor's name and when the signing was attested.

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above to the following address.

Natural Resources Conservation Service
ATTN: Norman Patterson
113 Fairfield, Ste. 110
Hattiesburg, MS 39402

APPLICATION FOR EMERGENCY WORK

TO: State Conservationist
USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS. 39269

We request Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334 to restore damages. This work is needed to safeguard lives and property from an imminent hazard. CFDA No. 10.923

The following information is submitted in support of the application:

1. LOCATION: County Forrest

   Date Disaster Occurred August 29-30, 2012

2. NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED:

   Problem: Streambank erosion endangering public utilities and road right-of-way.

   Assistance Needed: Installation of emergency watershed protection measures.

3. We understand, as sponsors of an Emergency Watershed Protection project that our responsibilities will include acquiring land rights and any permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to provide 25 percent of the cost of construction work in dollars.

4. ENVIRONMENTAL CONSIDERATIONS: Please refer to the Environmental Evaluation Worksheet for environmental considerations. (Environmental impacts will be minimal.)

5. We understand that if funds are approved, this project must be fully implemented within 220 days of approval or funds will be withdrawn.

6. RECOMMENDED PRIORITY OF WORK: This applies primarily to organized watersheds that are applying for several different types of repair work. It may apply to some group work outside organized watersheds.

7. Witness the signature of the undersigned sponsoring local organization on the dates shown.

City of Hattiesburg
(Name of Sponsor)

By: _____

Title: Mayor

Address: 200 Forrest Street

Hattiesburg, MS 39401

Telephone No: 601-545-4501

This action was approved at an official meeting of Hattiesburg City Council on July 2, 2013

State of Mississippi.

Attest: _____
(Signature of Secretary)

Address: 200 Forrest Street

Hattiesburg, MS 39401

Telephone No: 601-545-4502

STATEMENT OF WORK FOR AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND THE City of Hattiesburg

This agreement is entered into by and between the USDA, Natural Resources Conservation Service, hereinafter referred to as the "NRCS" and City of Hattiesburg, hereinafter referred to as the "Sponsor".

I. PURPOSE:

NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards created by the Hurricane Issac storm event. Under the provisions of the Emergency Watershed protection (EWP) Program, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed.

II. OBJECTIVES:

Remove watershed impairments caused by the Hurricane Issac storm event that are creating a serious threat to life and property. Typical actions include the removal of woody debris blockages from stream channels and disposal of blockage materials to suitable areas. The design and installation of EWP measures are detailed in the individual damage survey report (DSRs) listed below:

DSR No.	Description of Work	Estimated Cost
280351203, 280351205, 280351202	Amen Drive, Bobby Chain Airport, Pine Street	$392,000.00

III. RESPONSIBILITIES OF THE PARTIES:

A. The Sponsor will:

a. Comply with all terms and conditions in all the attachments as listed on the Notice of Grant and Agreement Award form. All attachments are incorporated as part of this agreement.

b. Provide certification to NRCS that real property rights necessary for the Work have been obtained prior to advertising for construction; this includes any rights associated with required environmental mitigation. Sponsor shall provide certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsor shall also provide an attorney's opinion supporting its certification documentation.

c. Accept all financial and other responsibility for any costs resulting from or relating to failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the work. Sponsor agrees to defend, indemnify and hold harmless NRCS for any costs or damages caused by or related to Sponsor's failure or delay in obtaining adequate land rights, regardless whether this agreement is terminated or whether the Work is completed.

d. Provide 25 percent of the cost of constructing the emergency watershed protection measures described in this agreement. This cost to the sponsor is estimated to be $98,000.00.

e. Provide in-kind contribution for contract administration and inspection services. The value of the in-kind contribution is estimated to be $98,000.00. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution. The in-kind contribution will be a credit towards their 25 percent cost share of the installation cost.

f. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans will be reviewed and approved by a Professional Engineer registered in the State of Mississippi, prior to submittal to NRCS.

g. Prepare all contractual documents and contract for the work measures described herein in accordance with 7 CFR 3016.36, applicable state requirements, and the Sponsor's procurement regulations.

h. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated in the project.

i. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency water protection measures.

j. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in this agreement.

k. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. NRCS will obtain this information from you after execution of the agreement.

l. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

m. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

n. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.

o. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance in accordance with the applicable operation and maintenance agreement in effect.

p. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in this agreement. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.

q. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

r. The contracts for design services and construction described in this agreement will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.

s. The NRCS signatory official to this agreement may make adjustments in the estimated cost to NRCS for emergency watershed protection measures described in this agreement. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated costs and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment is to change the cost sharing assistance to be provided by NRCS.

t. NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the Sponsor and NRCS. The award is subject to termination if NRCS determines that the Sponsor has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 7 CFR Part 3015, Subpart N.

u. In the event of default, any additional funds properly allocable as project costs required to ensure completion of the job are to be provided in the same ratio as total project costs are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and the NRCS in the same ratio as total project costs are contributed under the terms of the agreement.

v. Maintain an adequate financial management system to track expenditures.

w. Maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

x. The Sponsor and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1

1. 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
2. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
3. 7 CFR Part 3015, "Uniform Federal Assistance Regulations";
4. 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments";
5. 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)";
6. 7 CFR Part 3018, "New Restrictions on Lobbying";
7. 7 CFR 3021, "Government wide Requirements for Drug-Free Workplace (Financial Assistance);
8. 7 CFR Part 3052, "Audits of States, Local Government, and Non-Profit Institutions";
9. 2 CFR 175(b), "Award Term for Trafficking in Persons"
10. Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
11. 7 CFR Part 225, "Cost Principles for States and Local Governments (including certain Indian Tribal Governments)"

y. Ensure that the contract terms and conditions consider the guidance provided under 7 CFR 3016.36 Procurement.

z. Ensure each subcontract or purchase order of more than $10,000 include or reference provisions of the Executive Order 11246 equal opportunity clause shown in 41 CFR 60-1.4(b). Whenever a contractor or subcontractor subcontracts a portion of the work involving any construction trade, the Specifications, including the sixteen EEO and affirmative action program requirements described above and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (41 CFR 60-4.2(d)) containing the applicable goals for minority and female participation must be included in subcontracts larger than $10,000. These goals are established as a percentage participation rate. A Contractor's compliance is measured by whether it has made good faith efforts to meet its goals, and failure to meet goals, by itself, is not a violation of the Executive Order.

aa. Comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Applies to contracts, subcontracts, and subgrants of amounts in excess of $100,000)

bb. Employees of the Sponsor shall participate in efforts under the agreement solely as representatives of the sponsors and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

cc. Any commenced work prior to execution of this agreement is not eligible for NRCS cost-share assistance.

dd. The following individual is designated as the contact for the Sponsor:

Name: Bertran Kuyrkendall
Address: 212 Front Street, Hattiesburg, MS 39401

Telephone No.: 601-545-4540
Email: bkuyrkendall@hattiesburgms.com

B. NRCS will:

a. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.

b. Provide **75** percent of the construction cost of the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be $294,000.00. NRCS will provide **10%** technical assistance of the **75%** construction cost in the amount of $29,400.00.

c. A project sponsor's administrative costs (such as attending meetings, obtaining land rights and permits, reviewing internal documents outside the project scope, and clerical services) for carrying out their responsibilities are not eligible for any EWP cost sharing and do not qualify as in-kind or reimbursable services for FA or TA contribution.

d. Review and concur with construction plans as identified in this agreement.

e. Be available to conduct progress checks and participate in final inspection.

f. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.

g. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employers, or otherwise serve or hold themselves out as representatives of the sponsors. They also shall not assist the sponsors or any member of the sponsors with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the sponsors or any member of the sponsors, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

h. The following individual is designated as the contact between the Sponsor and NRCS:

Name: Bertran Kuyrkendall
Address: 212 Front Street, Hattiesburg, MS 39401

Phone: 601-545-4540
Email: bkuyrkendall@hattiesburgms.com

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

Completed construction project in accordance with the objectives described in this agreement. Final inspection shall be conducted and concurred in by NRCS.

V. PERIOD OF PERFORMANCE

Project timeline will begin with the date of the last signature on the agreement and shall become null and void 60 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by January 18, 2014.

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 280351203, 280351205, 280351202

Identity of improvement or development: Erosion Control

Location: Forrest Co. – Site(s): Amen Drive, Bobby Chain Airport, Pine Street

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Hattiesburg
(Name of Sponsor)

By: _____
(Signature)

Title: Mayor

Date: July 2, 2013

This action is authorized at an official meeting

of the City Council

on 2nd day of July, 20 13

State of Mississippi

Attest _____
(Name)

City Clerk
(Title)

SAMPLE-
PLEASE TYPE ON ATTORNEY'S LETTERHEAD

"TITLE OF OPINION"

TO: USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

RE: **City of Hattiesburg (MS):**

Amen Drive, Bobby Chain Airport, Pine Street (Forrest County):

As attorney for and on behalf of the_____, I
(Sponsor)

hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

_____
Attorney -

_____
Date

Watershed: City of Hattiesburg

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Hattiesburg (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Amen Drive, Bobby Chain Airport, Pine Street.

I. OPERATIONS

A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:

1. In compliance with applicable Federal, State and local laws;

2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);

3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;

4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.

B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.

D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices with are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.

2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.

B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).

B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).

B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.

C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

A. The Sponsor(s) will:

1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.

3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.

B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.

C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.

D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Hattiesburg (MS)**

By: _____ Title: Mayor Date: 7/2/2013

This action was authorized at an official meeting of the Sponsor named immediately above on July 2, 2013 at 200 Forrest Street, Hattiesburg, MS

Attest: _____ Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

OPERATION AND MAINTENANCE PLAN
City of Hattiesburg
Amen Drive, Bobby Chain Airport, Pine Street

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation:
   a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.

   b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.

   c. Fertilize vegetation as required to maintain a vigorous stand.

   d. Control grazing to insure proper vegetative cover.

   e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined
   a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.

   b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.

   c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.

   d. Keep access roads for maintenance and maintenance travelways in usable condition.

   e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.

   f. Renovate channel banks damaged by storm flow.

   g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is $1,000.00. Funds to finance this cost will be provided by the City of Hattiesburg, from general tax revenues.

D. The City of Hattiesburg will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Hattiesburg, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

E. The measure will be inspected at least annually and after unusually severed floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.

1. Stability of channel grades and side slopes
2. Excessive sedimentation
3. Condition of rip-rapped areas
4. Obstructions and undesirable vegetative growth
5. Scour at bridge piers, abutments and other adjacent property
6. Severity of erosion of berms and undesirable vegetative growth
7. Condition of cleared and snagged areas
8. Condition of fences and gates

F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.

G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.

H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.

I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Hattiesburg (MS)	

This form is available electronically.

Form Approved – OMB No. 0505-0025
Expiration Date: 12/31/2012

AD-3031

U.S. Department of Agriculture

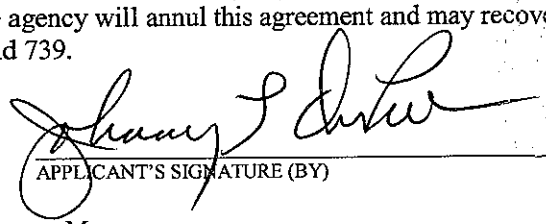
ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, and subsequent similar provisions. The information will be used to document compliance with appropriations restrictions.*

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739 for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of sections, 738 and 739.



APPLICANT'S SIGNATURE (BY)

Mayor
TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

City of Hattiesburg
BUSINESS NAME

07-02-2013
DATE SIGNED (MM-DD-YYYY)

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

This form is available electronically.

Form Approved – OMB No. 0505-0025
Expiration Date: 12/31/2012

AD-3030 U.S. DEPARTMENT OF AGRICULTURE

REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

Note: You only need to complete this form if you are a corporation. A corporation is any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55 and subsequent similar provisions. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

1. APPLICANT'S NAME	2. APPLICANT'S ADDRESS *(Including Zip Code)*	3. TAX ID NO. *(Last 4 digits)*

4A. Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO

4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application? ☐ YES ☐ NO

4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B – SIGNATURE

5A. APPLICANT'S SIGNATURE (BY)	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	5C. DATE SIGNED *(MM-DD-YYYY)*

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093
5/2010

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment No.	3. Award/Project Period	4. Type of Award Instrument

5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)	6. Recipient Organization: (Name and Address)
	City of Hattiesburg 200 Forrest Street Hattiesburg, MS 39401
	DUNS: 079448130 / EIN: 646000432

7. NRCS Program Contact:	8. NRCS Administrative Contact:	9. Recipient Program Contact:	10. Recipient Administrative Contact:
		Bertran Kuyrkendall	Bertran Kuyrkendall

11. CFDA Number	12. Authority	13. Type of Action	14. Project Director
			Bertran Kuyrkendall

15. **Project Title/Description:**

16. **Entity Type:** ____Profit ____Nonprofit ____Higher Education ____Federal X State/Local ____Indian/Native American ____Other

17. **Select Funding Type:** ☐ Federal ☐ Non-Federal

Previous Total:	
Current Total:	
Grand Total:	

18. **Accounting and Appropriation Data**

Financial Code	Amount	Fiscal Year	Treasury Symbol

19. APPROVED BUDGET

Personnel	$	Fringe Benefits	$
Travel	$	Equipment	$
Supplies	$	Contractual	$
Construction	$	Other	$
Total Direct Cost	$	Total Indirect Cost	$
Total Federal Funds Awarded	$	Total Non-Federal Funds	$
Total Approved Budget	$		

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative Johnny L. DuPree, PhD Mayor	**Signature**	**Date** July 2, 2013

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

City of Hattiesburg (MS)
Sponsor

This action authorized at an official meeting of
Hattiesburg City Council on the
2nd day of July, 20 13
at 200 Forrest Street, Hattiesburg,
State of Mississippi.

(Signature)

Mayor
(Title)

Attachments:
Statement of Work
SF-424D, Assurances-Construction Programs
AD-3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
   Agreement number
2. Amendment No.:
   Amendment number (if applicable)
3. Award/Project Period:
   Start and end date of project
4. Type of Award Instrument:
   Cooperative, Grant, or Contribution
5. Agency:
   Name, Address, City, State, ZIP Code
6. Recipient Organization:
   Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
   Name and contact information of person to be contacted on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
   Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
9. Recipient Contact:
   Name and contact information of person to be contacted on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
    Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
11. CFDA Number:
    The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
    Authority under which the agreement is entered into
13. Type of Action:
    Select one type of action:
    i. New Agreement.—Agreement awarded for the first time
    ii. Amendment/Revision.—Any change in financial obligation or deliverables
    iii. Extension.—Extend performance period
14. Project Director:
    Name and contact information of recipient's project director or principal investigator (if applicable)
15. Project Title/Description:
    Brief description of the purpose of the agreement
16. Entity type:
    Type of recipient
17. Funding:
    Federal amount of the award and the non-Federal amount to be contributed to the project
18. Accounting/Appropriation Date:
    Provide the following:
    i. Financial Code.—Accounting classification code
    ii. Amount.—Self explanatory
    iii. Fiscal Year.—Self explanatory
    iv. Treasury symbol.—Self explanatory
19. Approved Budget:
    Totals for each budget category

City of Hattiesburg, MS

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

Master

File Number: 2013-0378

File ID: 2013-0378 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/24/2013

Brief Title: Re-appointment to Hattiesburg-Laurel Regional Airport Authority. **Final Action:**

Minute Book Number: MB2013-192

Title:

Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg-Laurel Regional Airport Authority for a (5) five year term beginning 6/8/2013 and ending 6/7/2018

Notes:

Sponsors: **Enactment Date:**

Attachments: Data Sheet-Varnado **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg-Laurel Regional Airport Authority for a (5) five year term beginning 6/8/2013 and ending 6/7/2018

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

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

Nays: 0

Yea: 5 President Bradley
Council Member Delgado
Council Member Carroll
Council Member Naylor
Council Member Dryden

ΓEL-No Vote: 0

Text of Legislative File 2013-0378

Title

Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg-Laurel Regional Airport Authority for a (5) five year term beginning 6/8/2013 and ending 6/7/2018

Summary

Re-appointment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Hattiesburg-Laurel Regional Airport Authority

TERM OF OFFICE: 5 years PERIOD: 6/07/13 to 6/08/2018

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached_____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO X

****

NAME OF PROPOSED APPOINTEE: **Frederick Varnado**

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 650 Nellwood Dr

HOME PHONE NUMBER: 261-9519 WARD: 3

PLACE OF EMPLOYMENT: University of Southern Mississippi

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: 266-5601 POSITION: Director, The office of Professional Development Educational Outreach

****

PERSON CONTACTED BY: Mayor DuPree DATE:_____

TO BE CONTACTED BY: _____ DATE CONTACTED:_____

AGREED TO SERVE: X DECLINED:_____

City of Hattiesburg, MS

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

Master

File Number: 2013-0403

File ID: 2013-0403 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 07/01/2013

Brief Title: Declare repairs of the drainage pipe on McCall Street as an emergency; approve and authorize Mayor to execute contract with contractor as authorized by MS Code Section 31-7-13(k). **Final Action:** 07/02/2013

Minute Book Number: MB2013-192

Title:

Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Notes:

Sponsors: **Enactment Date:**

Attachments: Emergency Purchase on McCall Ave., Irene ChapelMcall Drive Storm Repair-Myers Underground, IRENE CHAPEL DRAINAGE PIPE 2013 **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: Sharon Waits **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	07/02/2013					
1	City Council	07/02/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

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

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

Nays: 0

Yea:	5	President Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Naylor
		Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0403

Title

Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Summary

Declare repairs of the drainage pipe on McCall Street as an emergency; approve and authorize Mayor to execute contract with contractor as authorized by MS Code Section 31-7-13(k).

Budget Information

$200,030.00

Expenditure Type

Emergency expense

Purchasing Item

Emergency Purchase

Publication Information

From: Kuyrkendall, Bert
Sent: Monday, July 01, 2013 9:17 AM
To: DuPree, Mayor Johnny L.; 'carter205@aol.com'; dldenard; 'taylorrental@gmail.com'; 'marycdryden@yahoo.com'; Naylor, Henry; 'hnaylor444@aol.com'
Cc: Myers, Eddie; Bernardo, Debbie
Subject: Emergency Purchase on McCall Ave.

Since two houses flooded on Collins and McCall Streets a few weeks ago, we have been working to uncover the root problems in the Irene Chapel neighborhood and design a permanent solution. The engineering design to solve the problem includes two steps:

§ Replace the collapsed 24" corrugated plastic pipe along McCall St. from Collins St. to Dixie Pine Rd. (magenta line below) with 36" concrete pipe

§ Install a system of box culverts and channels running parallel to Collins St. (green lines below)

The installation of the 36" pipe needs to happen as soon as possible to prevent another house flood in the event of another large rain episode. The project is too large to two-quote (>$50k) and going through a bidding process would take too long (3-4 months to complete). The term bid contractor is currently backed up on other emergency sewer, water, and drainage projects and we can't afford to tie him up for a month on this one project.

We received quotes from six contractors on Friday of last week, and the low quote I would like to submit as an added agenda item tonight for emergency purchase is from Myers Underground Utilities, LLC for $200,030. If approved, he will start the work this week and have 30 days to complete the project. We couldn't add the agenda item last week because the quotes had not come in yet.

We are working on finishing the design plans for the second phase of the project to be able to bid it out.

Please call or email if you have any questions.

Thank you,

Bert

Bertran Kuyrkendall, PE, CNU-A, LEED Green Associate

Director of Engineering, City of Hattiesburg

P.O. Box 1898 |Hattiesburg, MS 39403-1898 |601-545-4640

bkuyrkendall@hattiesburgms.com |www.hattiesburgms.com <http://www.hattiesburgms.com/>

"...the built envrionment is the embodiment of what we love,

our imagination, and our will. It is what we value and reflects

what and whom we care about."

We propose to furnish and install approximately 1300 LF of pipe, inlets and drains as so noted and detailed on plans prepared by SD & W engineers. All work to be completed for $200,030.00.

CONSTRUCTION PLANS

FOR

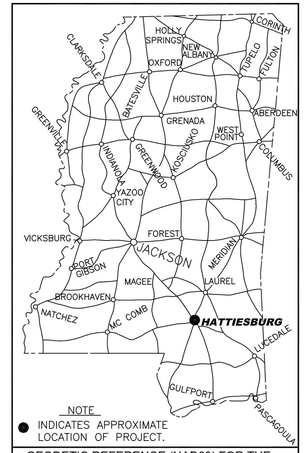
PHASE I
DRAINAGE REHABILITATION

ALONG

McCALL STREET

FOR THE

CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI



GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:
LATITUDE: N 31°17'39.0"
LONGITUDE: W 89°17'03.5"

SEE SHEET No. 2 FOR DETAIL SHEET INDEX

MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

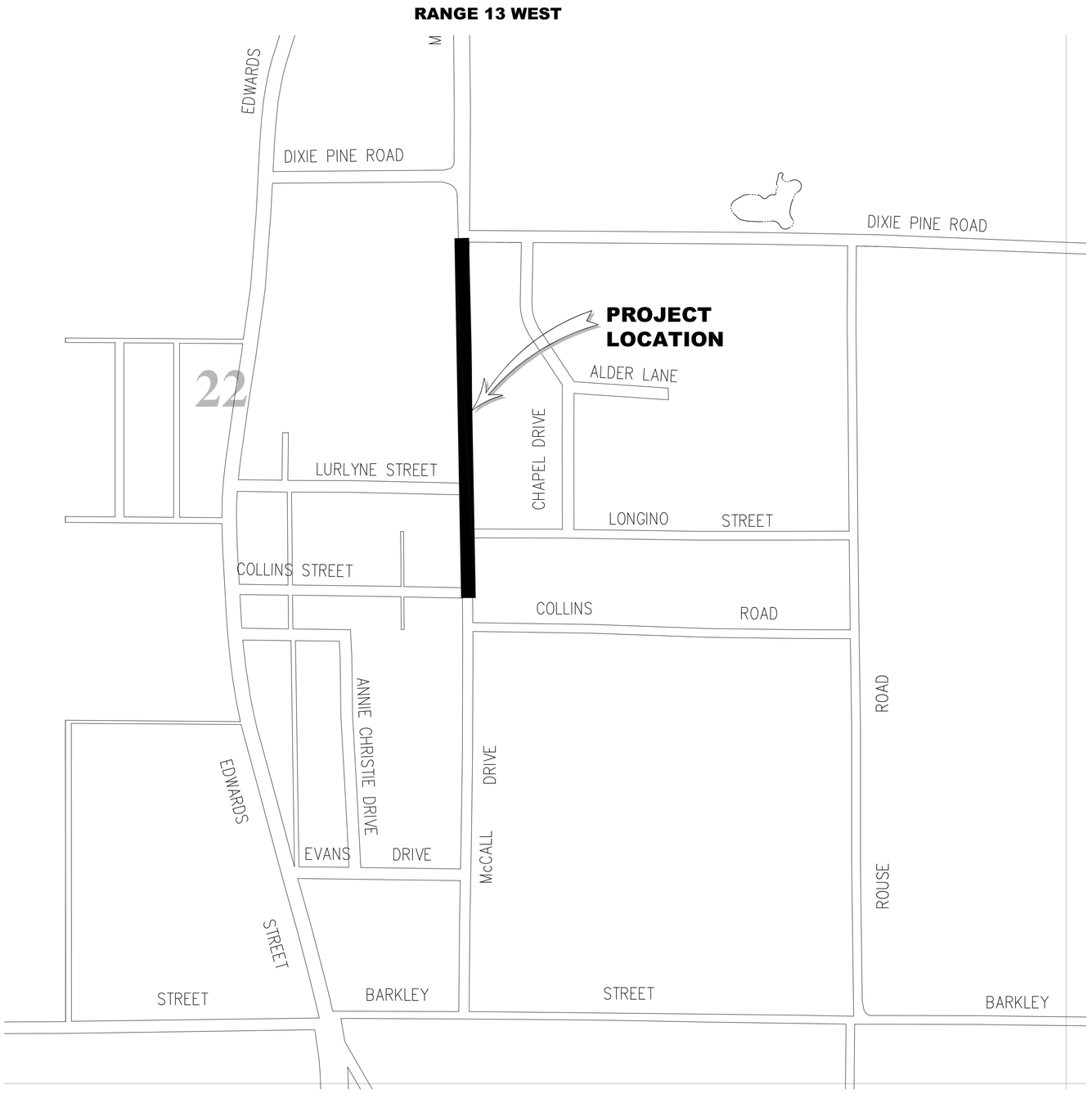
Bert Kuyrkendall, P.E.

PREPARED BY:

sdw Engineering Progress
301 Second Ave. |
Hattiesburg, MS 39401 |
sd-w.com |
(p) 601.544.1821 |
(f) 601.544.0501 |

JUNE 2013

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VICINITY MAP

GENERAL NOTES:

1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
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 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)
13. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO INLET SHALL BE SET IN THE PRESENCE OF WATER.
14. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
15. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED 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 LIMESTONE 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.
16. 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.
17. 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.
18. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING DRAINAGE PIPES AND INLETS, AS NOTED ON THE PLAN SHEETS. THE CONTRACTOR SHALL DISPOSE OF SAID MATERIAL AT AN APPROVED DISPOSAL SITE. REMOVAL AND DISPOSAL OF EXISTING PIPE AND INLETS SHALL BE ABSORBED UNDER THE PIPE LAYING OPERATION. (NO SEPARATE PAY)
20. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
21. ALL DRAINAGE PIPE SHALL BE:
    - 21.1. REINFORCED CONCRETE PIPE, CLASS III
22. DRAINAGE PIPE SHALL BE INSTALLED PER ACPA INSTALLATION TYPE 3, WITH A MINIMUM OF CATEGORY III HAUNCH AND BEDDING MATERIAL (PER ASTM C 1479), COMPACTED TO 95% OF STANDARD PROCTOR..
23. ALL DRAINAGE INLETS SHALL BE:
    - 23.1. HS-20 RATED PRECAST CONCRETE DRAINAGE STRUCTURES, OR
    - 23.2. APPROVED EQUAL
24. DRAINAGE INLETS SHALL BE INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS.
25. GRATES AND FRAMES REQUIRED FOR DRAINAGE INLETS SHALL BE HS-25, BEEHIVE STYLE, TRAFFIC RATED, CAST IRON, OF THE SIZE SHOWN ON THE PLAN SHEETS. GRATES ARE TO BE LOCKED INTO THE FRAMES.
26. ALL PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL PICKUP HOLES ARE TO BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC TO THE SATISFACTION OF THE ENGINEER. (NOT A SEPARATE PAY ITEM)
27. CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES SOIL AND OTHER ITEMS AS INDICATED ON THE PLAN AS AS REQUIRED FOR PROJECT CONSTRUCTION, AND ALL SUCH MATERIALS SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
28. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING STRUCTURES, PAVEMENTS, OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS DAMAGED SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
29. ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES INSIDE THE DESIGNATED CONSTRUCTION AREAS SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF THE PROJECT.
30. ALL EXCAVATED TRENCHES UNDER PAVEMENTS SHALL BE BACKFILLED WITH SELECT FILL AND COMPACTED IN 9" LIFTS TO 98% OF THE STANDARD PROCTOR DENSITY.
31. 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.
32. THIS PROJECT WILL BE CONSTRUCTED USING THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2004 EDITION, OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, VICINITY MAP AND INDEX
3	McCALL ST. DRAINAGE, STA. 14+00 - 20+50
4	McCALL ST. DRAINAGE, STA. 20+50 - 27+00
5	EROSION CONTROL DETAILS
250	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
300	PIPE CULVERT INSTALLATION

NORTH

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

NO.	DATE	DESCRIPTION	BY

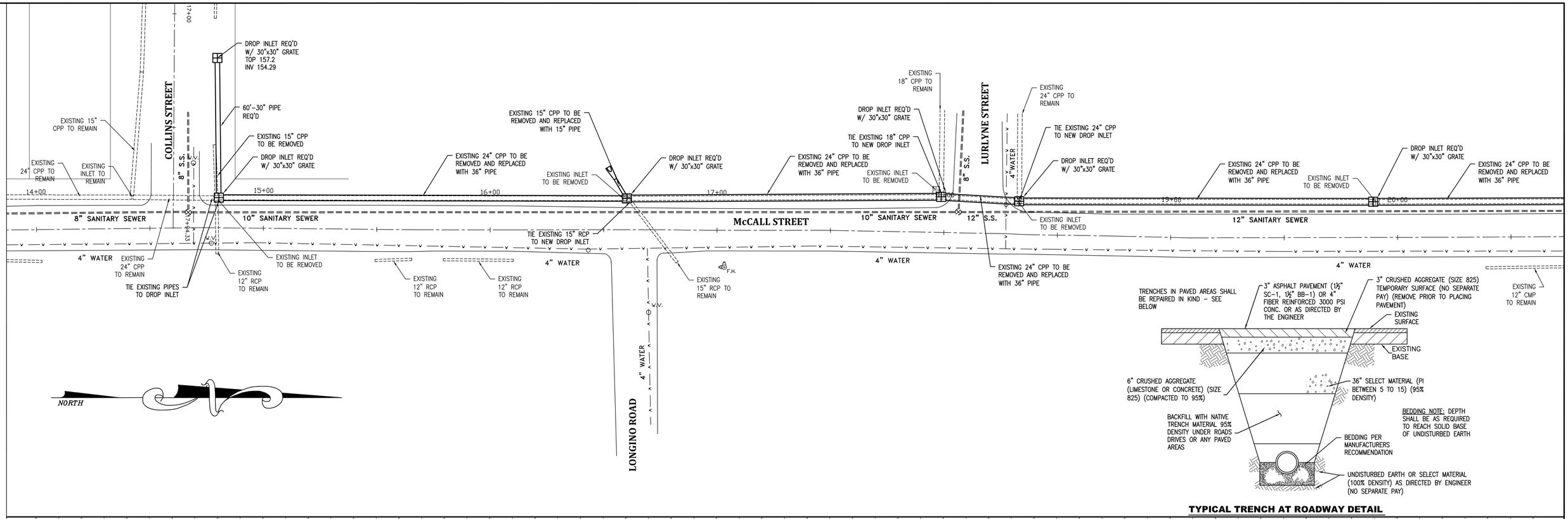
GENERAL NOTES

McCALL ST. DRAINAGE
CITY OF HATTIESBURG
FORREST COUNTY, MS

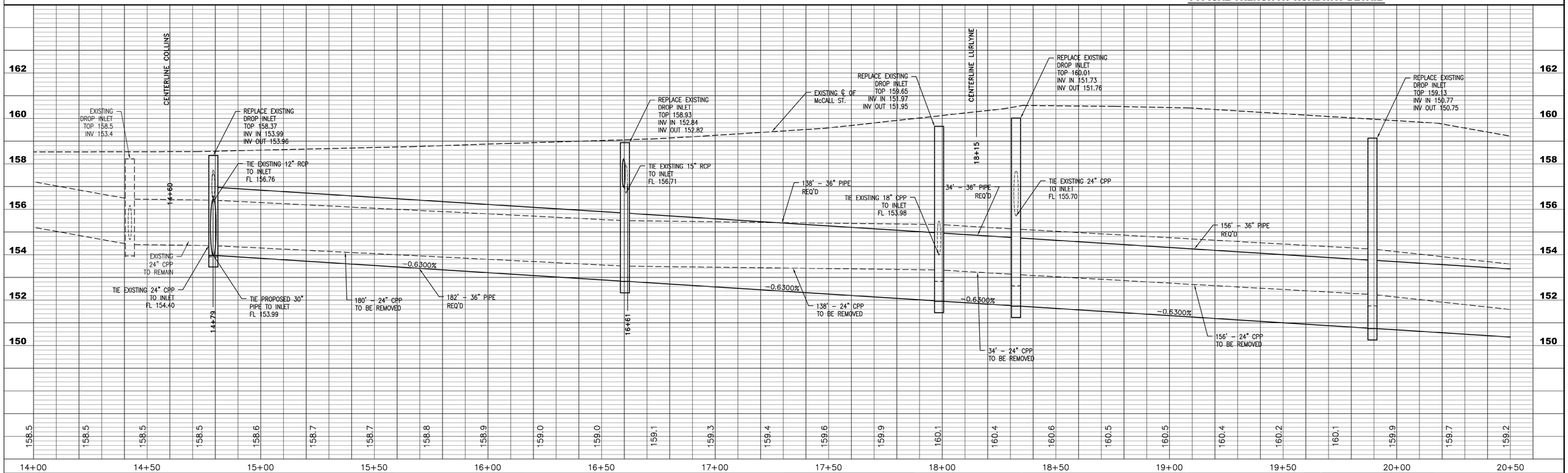
sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Drawn by: NMC	Checked by: NMC
Date: 6-14-13	Scale: AS NOTED
Drawing No.: 1235-063	Sheet No. 2

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TYPICAL TRENCH AT ROADWAY DETAIL



McCALL ST. DRAINAGE
STA. 14+00 – 20+50

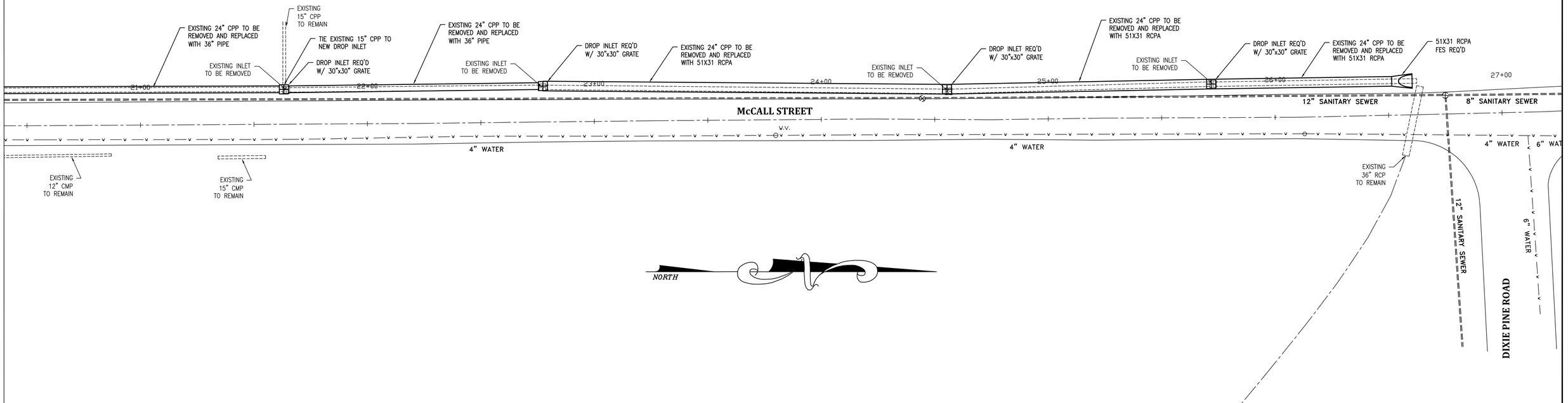
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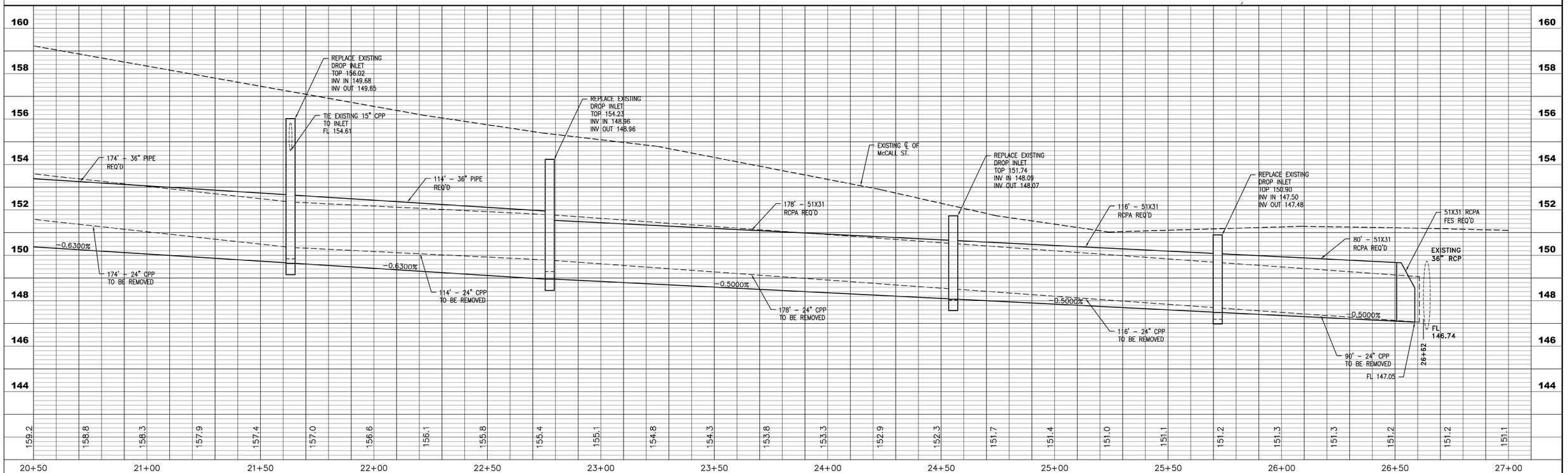
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DATE: 6-14-13
CHECKED BY: NMC
SCALE: 1"=20'H / 1"=2'V

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301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

DRAWING NO. 1235-063
SHEET 3

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McCALL ST. DRAINAGE
STA. 20+50 – 27+00

DATE	REVISION	BY

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CHECKED BY: NMC
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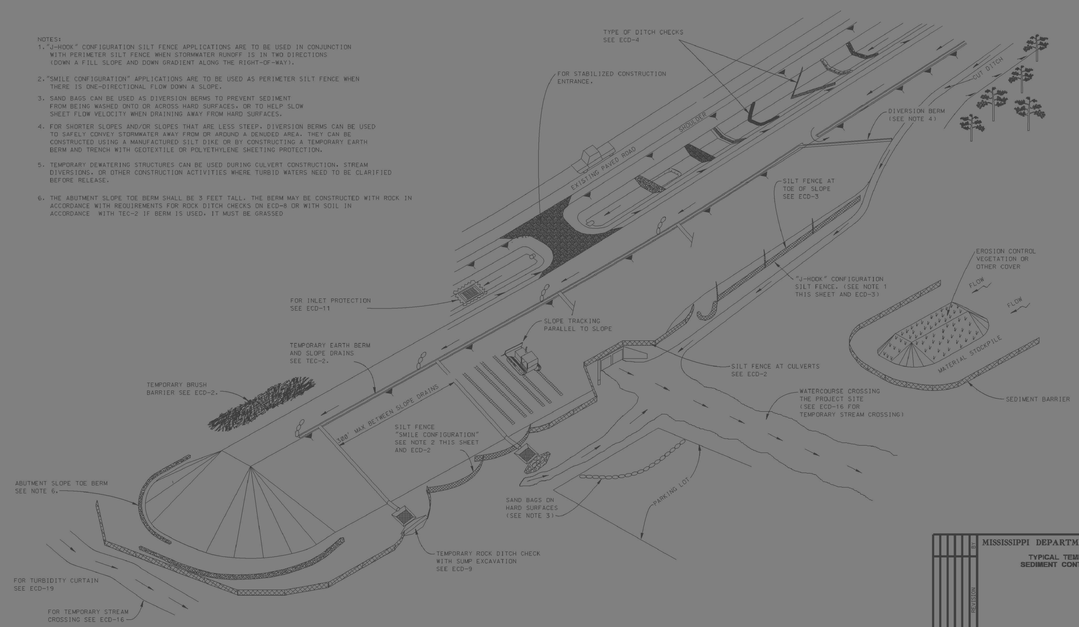
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DRAWING NO. 1235-063
SHEET 4

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STATE	PROJECT NO.
MISS.	

NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2. IF BERM IS USED, IT MUST BE GRASSED



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS

REVISIONS

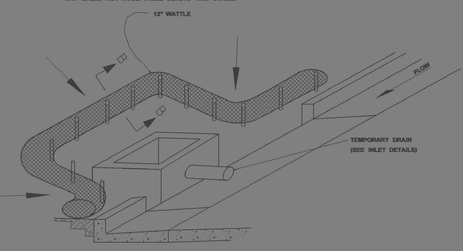
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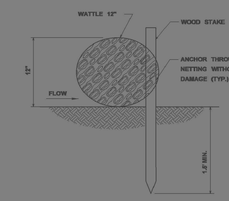
DESIGN TEAM | CHECKED | DATE | SHEET NUMBER

STATE	PROJECT NO.
MISS.	

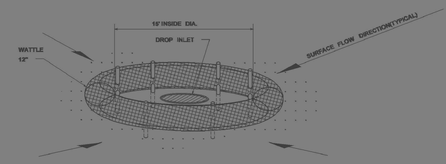
NOTE:
SILT FENCE OR SAND BAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET

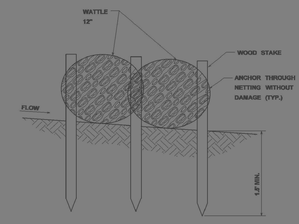


SECTION B-B



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

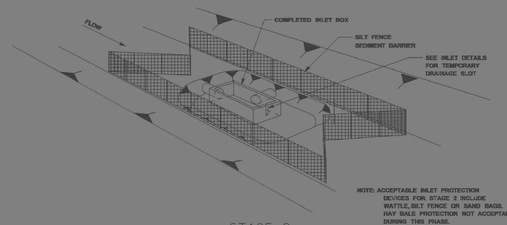
REVISIONS

WORKING NUMBER: ECD-12

FILENAME: EROSION CONTROL\ECD-12.DGN

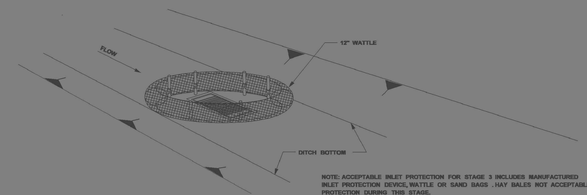
DESIGN TEAM | CHECKED | DATE | SHEET NUMBER

STATE	PROJECT NO.
MISS.	



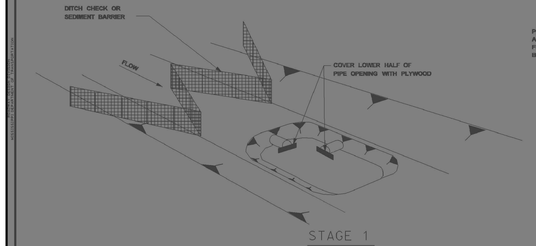
NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SAND BAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.

STAGE 2
INLET/JUNCTION BOX CONSTRUCTED BUT NOT BACKFILLED

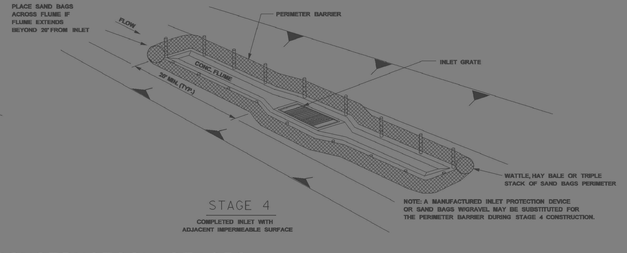


NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED INLET PROTECTION DEVICE, WATTLE OR SAND BAGS , HAY BALES NOT ACCEPTABLE PROTECTION DURING THIS STAGE.

STAGE 3
INLET CONSTRUCTED AND BACKFILLED



STAGE 1
INLET/JUNCTION BOX LOCATION EXCAVATED



NOTE: A MANUFACTURED INLET PROTECTION DEVICE OR SAND BAGS W/GRAVEL MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

STAGE 4
COMPLETED INLET WITH ADJACENT IMPERMEABLE SURFACE

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS

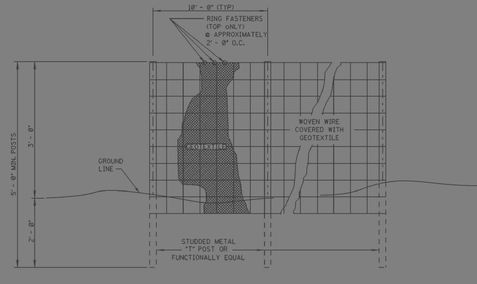
REVISIONS

WORKING NUMBER: ECD-10

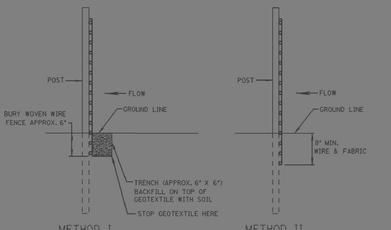
FILENAME: EROSION CONTROL\ECD-10.DGN

DESIGN TEAM | CHECKED | DATE | SHEET NUMBER

STATE	PROJECT NO.
MISS.	



ELEVATION VIEW

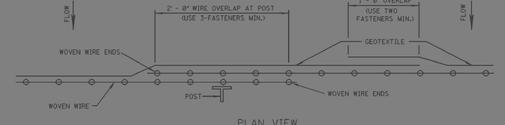


METHOD I

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 MANUFACTURERED 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

NO.	DATE	DESCRIPTION	BY

EROSION CONTROL DETAILS

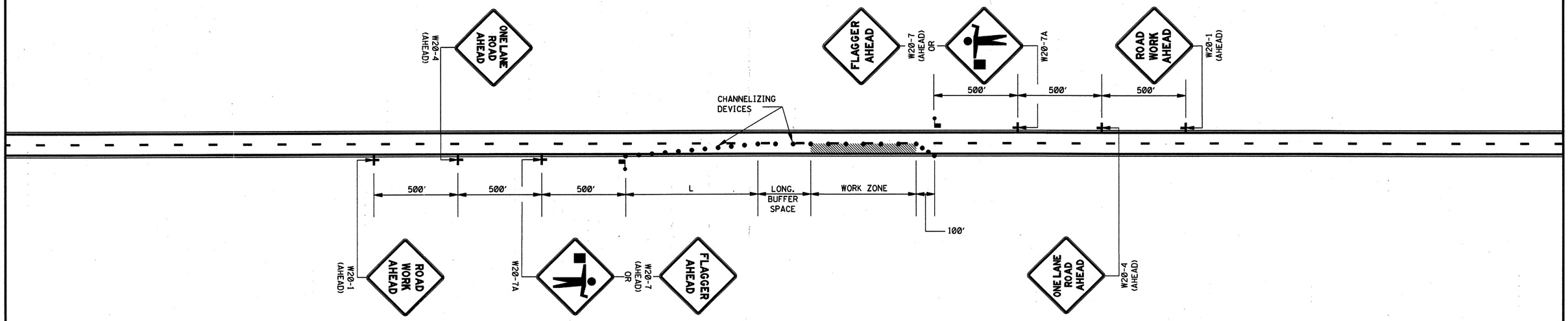
McCALL ST. DRAINAGE
CITY OF HATTIESBURG
FORREST COUNTY, MS

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Drawn by: NMC	Checked by: NMC
Date: 6-14-13	Scale: NONE
Drawing No.: 1235-063	Sheet No. 5

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STATE	PROJECT NO.
MISS.	



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† 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" × 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.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

ENGLISH

WORKING NUMBER: TCP-1

SHEET NUMBER: 250

ISSUE DATE: OCTOBER 1, 1998

DRAWING No.: 1235-063

G:\PROJECTS\Hattiesburg_City of\1235-063 - Irene Chapel Drainage\1235-063\dwg\1235-063 Details.dwg, 250, 6/14/2013 3:41:22 PM

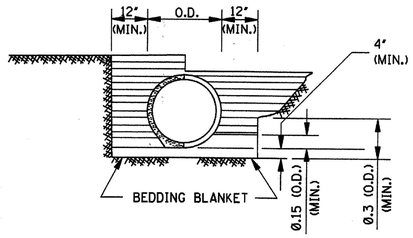
STATE	PROJECT NO.
MISS.	

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
		2⅔" X ½" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL		3" X 1" OR 5" X 1" CORRUGATED STEEL RIVETED, WELDED, HELICAL OR BOLTED /		2⅔" X ½" 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' / -

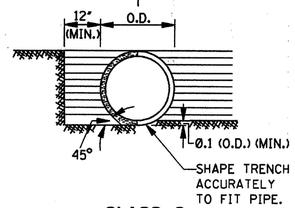
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR ½", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

TRENCH SECTION | EMBANKMENT SECTION

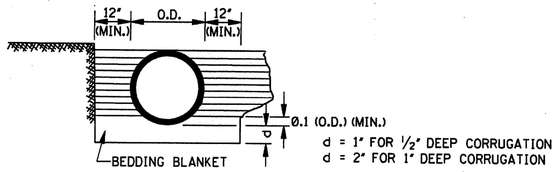


CLASS B

TRENCH SECTION | EMBANKMENT SECTION



CLASS C



CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE

CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft) CLASS "C" BEDDING	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" TRENCH B_d (In)	TRENCH SAND & GRAVEL	TRENCH DAMP CLAY	PROJECTING POSITIVE $p = 0.7$; $R_{sd} = 0.7$
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'

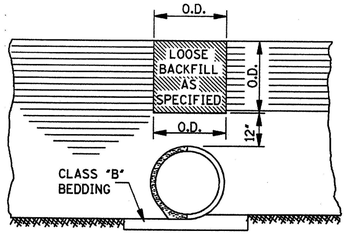
NOTES:
* 1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
5. PERFORATED PIPE SHALL BE TYPE 1.

CORRUGATED METAL PIPE ARCHES H-20 LOADING

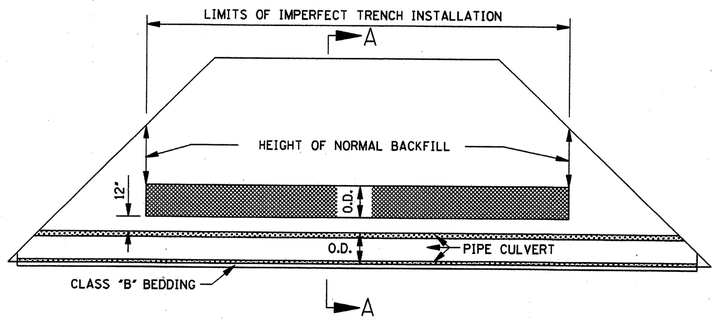
EQUIV. DIAMETER (In)	PIPE DIMENSION (SPAN X RISE) (In)	MINIMUM CORNER RADIUS (In)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft² (In)	STEEL MINIMUM THICKNESS REQUIRED (In)	STEEL MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²) 2 tons/ft²	STEEL † 3 tons/ft²	ALUMINUM MINIMUM THICKNESS REQUIRED (In)	ALUMINUM MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) 2 tons/ft²	ALUMINUM † 3 tons/ft²
				2⅔" X ½" CORRUGATION RIVETED, WELDED OR HELICAL			2⅔" X ½" CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3½"	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
				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 ½", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

† 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



SECTION A–A



ELEVATION

IMPERFECT TRENCH INSTALLATION

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.

BY | REVISION | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

PIPE CULVERT INSTALLATION

ENGLISH

WORKING NUMBER PI-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 300

DRAWING No.: 1235-063

G:\PROJECTS\Hattiesburg_City of\1235-063 - Irene Chapel Drainage\1235-063dwg\1235-063 Details.dwg, 300, 6/14/2013 3:41:56 PM

City of Hattiesburg, MS

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

Master

File Number: 2013-0382

File ID: 2013-0382 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/25/2013

Brief Title: Acknowledge receipt of the two bid purchase docket for the period of May 28, 2013 through June 24, 2013 **Final Action:**

Minute Book Number: MB2013-193

Title:

Acknowledge receipt of the two bid purchase docket for the period of May 28, 2013 through June 24, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Notes:

Sponsors: **Enactment Date:**

Attachments: 07-02-Two Quote Docket **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0382

Title

Acknowledge receipt of the two bid purchase docket for the period of May 28, 2013 through June 24, 2013 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of the two bid purchase docket for the period of May 28, 2013 through June 24, 2013

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Dave J. Ware, II*	*Henry Naylor*

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: June 25, 2013

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of May 28, 2013, through June 24, 2013 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
MAY 28, 2013 - JUNE 24, 2013

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
INDOFF INC	05/31/13	05/31/13	3,457.29	133797	TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE
STANDARD OFFICE SUPPLY CO	05/31/13	05/31/13	3,520.86		
ASHLEY FURNITURE HOMESTORE	06/04/13	06/04/13	3,993.93	133871	TORNADO DISASTER-CE ROY-REPLACEMENT FURNITU
FURNITURE WORLD	06/04/13	06/04/13	4,317.00		
SHERWIN-WILLIAMS COMPANY	06/17/13	06/17/13	11,909.00	134193	NEW LINE DRIVER & LINE LAZER PAINT MACHINE
SHERWIN WILLIAMS CO.	06/17/13	06/17/13	12,500.00		
MCCAIN UNIFORMS	06/17/13	06/17/13	30,162.70	134214	FIREFIGHTER UNIFORMS
AZAR'S UNIFORMS	06/17/13	06/17/13	31,654.20		
GRASS HOPPER CONSTRUCTION	06/17/13	06/17/13	7,850.00	134215	REMOVE & REPOUR SLAB/ FIRE STATION 6
EASTERLING CEMENT FINISHING	06/17/13	06/17/13	8,900.00		
IRBY, STUART C CO	06/19/13	06/19/13	27,574.05	134254	DOWNTOWH H'BURG LED STREET LIGHTS
SHAMROCK ELECTRIC	06/19/13	06/19/13	28,612.50		
THRASH DEVELOPMENT, LLC	06/20/13	06/20/13	48,400.00	134287	SHORT STREET PARKING IMPROVEMENTS
SOUTHERN PRIDE CONSTRUCTION	06/20/13	06/20/13	48,750.00		
GIL MFG INC	06/24/13	06/24/13	14,400.00	134382	INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT
ELITE MOSQUITO CONTROL(SEE #94873)	06/24/13	06/24/13	18,600.00		

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 05/31/13

PO No. - 133797

Req No. - 1946

VENDOR MAILING:
INDOFF INC
5728 HIGHWAY 11
PURVIS MS 39475-5004

JONES, ANN (601) 5454661
MINUTE BOOK # 2013-46
STATE CONTRACT# FEMA 4041
VENDOR # 90079385

SHIP TO :
CITY OF HATTIESBURG
C.E. ROY COMMUNITY CENTER
300 EAST 5TH STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 0 ( )

PROJECT LINE: TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7295.40	UNV56806, 36X48, W/20X12 LP CHAIR MATS	2.00	EA	38.9900	77.98
002300.7295.40	ALEVA216030MC DESK, SHELL 59X29.5, MC	2.00	EA	156.9900	313.98
002300.7295.40	ALEVA532822MC PEDESTAL, BOX BOX FILE, MC	4.00	EA	159.9900	639.96
002300.7295.40	ALEWR42TFB10B CHAIR, MIDBACK, 24/7, BLACK	2.00	EA	279.9900	559.98
002300.7295.40	ALEWR42TFB10B CHAIR, MIDBACK, 24/7, BLACK	1.00	EA	279.9900	279.99
002300.7295.40	HON6008NT10T CHAIR, GUEST W/ARM, BK	2.00	EA	236.9900	473.98
002300.7295.40	UNV56808 CHAIRMAT 46X60, W/NO LIP	1.00	EA	54.9900	54.99
002300.7295.40	ALEVA2172236MC DESK, SHELL 71X35.5,MC	1.00	EA	199.9900	199.99
002300.7295.40	ALEVA532822MC PEDESTAL, BOX BOX FILE, MC	2.00	EA	159.9900	319.98
002300.7295.40	ALEVA354824MC RETURN, BRDG, 47.25X23.5, MC	1.00	EA	109.9900	109.99
002300.7295.40	ALEVA297215MC HUTCH, 71X15,MC	1.00	EA	207.9900	207.99

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Date - 05/31/13

PO No. - 133797

Req No. - 1946

VENDOR MAILING:
INDOFF INC
5728 HIGHWAY 11
PURVIS MS 39475-5004

JONES, ANN (601) 5454661

VENDOR # 90079385

SHIP TO :
CITY OF HATTIESBURG
C.E. ROY COMMUNITY CENTER
300 EAST 5TH STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 0 ( )

PROJECT LINE: TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7295.40	ALEVA291730MC DOOR KIT, 4 DOOR, 71 MC	1.00	EA	70.9900	70.99
002300.7295.40	BRKUT244830WA TABLE, UTILTY 24X48, WL/BK	1.00	EA	147.4900	147.49

TOTAL CONTRACT AMOUNT NOT TO EXCEED 3,457.29

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

PAGE 02
P.002/005
P-1
P.003/004
CITY OF HBURG
HP LASERJET FAX
May 28 2013 11:09AM
MAY-28-2013(TUE) 08:12
05/31/2013 07:38 6015456669
MAY-31-2013(FRI) 06:40

49530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/28/13
Order Number . . 1946 OQ

INDOFF INC
5728 HIGHWAY 11
PURVIS MS 39475-5004

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39403

PRINTED NAME Thomas G. Nowlin

Phone Number . . 601 5454512

SIGNATURE Thomas G. Nowlin DATE 05/28/13 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNV56806, 36X48, W/20X12 LP CHAIR MATS	05/23/13	2.00	EA	38.99	77.98	Next Day	7/31/13
ALEVA216030MC DESK, SHELL 59X29.5, MC	05/23/13	2.00	EA	156.99	373.98	Next Day	7/31/13
ALEVAS32822MC PEDESTAL, BOX BOX FILE, MC	05/23/13	4.00	EA	159.99	639.96	Next Day	7/31/13
ALEER42IFB10B CHAIR, MIDBACK, 24/7, BLACK	05/23/13	2.00	EA	279.99	559.98	Next Day	7/31/13
ALEVR42IFB10B CHAIR, MIDBACK, 24/7 BLACK	05/23/13	1.00	EA	279.99	279.99	Next Day	7/31/13
HON600BNT10T CHAIR, GUEST W/ARM, BK	05/23/13	2.00	EA	236.99	473.98	Next Day	7/31/13
UNV56808 CHAIRMAT 46X60, W/NO LIP	05/23/13	1.00	EA	54.99	54.99	Next Day	7/31/13

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date 5/28/13
Order Number . . 1948 00

PROJECT LINE: TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ALEVA217233GMC DESK, SHELL 71X35.6,MC	05/23/13	1.00	EA	199.99	199.99	Next Day	7/31/13
ALEVA532822MC PEDESTAL, BOX BOX FILE, MC	05/23/13	2.00	EA	159.99	319.98	Next Day	7/31/13
ALEVA3548249C RETURN, BRKG, 47.25X23.6, MC	05/23/13	1.00	EA	109.99	109.99	Next Day	7/31/13
ALEVA297215MC HUTCH, 71X15,MC	05/23/13	1.00	EA	207.99	207.99	Next Day	7/31/13
ALEVA291730MC DOOR KIT, 4 DOOR, 71 MC	05/23/13	1.00	EA	70.99	70.99	Next Day	7/31/13
BRKUT2448SSFA TABLE, UTILITY 24X48, ML/BK	05/23/13	1.00	EA	147.49	147.49	Next Day	7/31/13

TOTAL BID PRICE 3,457.29

5/31/13

RECEIVED
MAY 31 2013
Marlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/28/13
Order Number . . 1946 CQ

STANDARD OFFICE SUPPLY CO
400 W PINE ST
PO BOX 950
HATTIESBURG MS 39403-0950

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Mike Herrin

Phone Number . . 601 5454512

SIGNATURE Mike Herrin DATE 5-29-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
UNV56806, 36X48, W/20X12 LP CHAIR MATS	05/23/13	2.00	EA	47.99	95.98		
ALEVA216030MC DESK, SHELL 59X29.5, MC	05/23/13	2.00	EA	179.99	359.98	One week from US receiving Purchase Order	
ALEVA532822MC PEDESTAL, BOX BOX FILE, MC	05/23/13	4.00	EA	149.99	599.96	"	Pricing good for 90 days from date of bid
ALEWR42TFB10B CHAIR, MIDBACK, 24/7, BLACK	05/23/13	2.00	EA	225.00	450.00	"	"
ALEWR42TFB10B CHAIR, MIDBACK, 24/7 BLACK	05/23/13	1.00	EA	225.00	225.00	"	"
HON6008NT10T CHAIR, GUEST W/ARM, BK	05/23/13	2.00	EA	289.99	579.98	"	"
UNV56808 CHAIRMAT 46X60, W/NO LIP	05/23/13	1.00	EA	62.00	62.00	"	"

RECEIVED
MAY 31 2013

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 5/28/13
Order Number . . 1946 OQ

PROJECT LINE: TORNADO DISASTER-C.E. ROY-OFFICE FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ALEVA217236MC DESK, SHELL 71X35.5,MC	05/23/13	1.00	EA	229.99	229.99	"	"
ALEVA532822MC PEDESTAL, BOX BOX FILE, MC	05/23/13	2.00	EA	149.50	299.00	"	"
ALEVA354824MC RETURN, BRDG, 47.25X23.5, MC	05/23/13	1.00	EA	129.99	129.99	"	"
ALEVA297215MC HUTCH, 71X15,MC	05/23/13	1.00	EA	239.99	239.99	"	"
ALEVA291730MC DOOR KIT, 4 DOOR, 71 MC	05/23/13	1.00	EA	89.99	89.99	"	"
BRKUT244830WA TABLE, UTILTY 24X48, WL/BK	05/23/13	1.00	EA	159.99	159.99	"	"

TOTAL BID PRICE 3,521.85

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/04/13

PO No. - 133871

Req No. - 1945

VENDOR MAILING:
PENNEBAKER ENTERPRISES
ASHLEY FURNITURE HOMESTORE
6143 HIGHWAY 98 STE 110
HATTIESBURG MS 39402-4405

JONES, ANN (601) 5454661
MINUTE BOOK # 2013-46
STATE CONTRACT# FEMA 4041
VENDOR # 00078289

SHIP TO :
CITY OF HATTIESBURG
C.E. ROY COMMUNITY CENTER
300 EAST 5TH STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: TORNADO DISASTER-CE ROY-REPLACEMENT FURNITURE

SEND METHOD 1 (601)6020199

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7295.40	#2260338 ASHLEY Sofa/North Shore-Dark Brown	1.00	EA	1,319.9900	1,319.99
002300.7295.40	#2260360 ASHLEY Showood Accent Chair	2.00	EA	479.9900	959.98
002300.7295.40	T496-6 ASHLEY Round End Table/Brookfield	1.00	EA	199.9900	199.99
002300.7295.40	D697-60 ASHLEY Dining Room Server/Porter	1.00	EA	449.9900	449.99
002300.7295.40	D553-124 ASHLEY UPH Swivel Barstool/North	1.00	EA	280.0000	280.00
002300.7295.40	2390038 ASHLEY Sofa/Rivergate-BTack/Black	1.00	EA	599.9900	599.99
002300.7295.40	T518-6 ASHLEY Round End Table/Marcella	1.00	EA	183.9900	183.99
002300.7295.40	DELIVERY CHARGE	1.00	EA	.0000	

TOTAL CONTRACT AMOUNT NOT TO EXCEED 3,993.93

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/28/13
Order Number . . 1945 OQ

PENNEBAKER ENTERPRISES
ASHLEY FURNITURE HOMESTOR
6143 HIGHWAY 98 STE 110
HATTIESBURG MS 39402-4405

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Adam Pennebaker

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 5-30-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TORNADO DISASTER-CE ROY-REPLACEMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
#2200338 ASHLEY Sofa/North Shore-Dark Brown	05/22/13	1.00	EA	$1319.99	$1319.99	6-11	7-1-13
#2260360 ASHLEY Sherwood Accent Chair	05/22/13	2.00	EA	$479.99	$959.98	6-11	7-1-13
T496-6 ASHLEY Round End Table/Brookfield	05/22/13	1.00	EA	$199.99	$199.99	6-11	7-1-13
D697-60 ASHLEY Dining Room Server/Porter	05/22/13	1.00	EA	$449.99	$449.99	6-11	7-1-13
D553-124 ASHLEY DPH Swivel Barstool/North	05/22/13	1.00	EA	$280	$280	6-11	7-1-13
2390038 ASHLEY Sofa/Rivergate-Black/Black	05/22/13	1.00	EA	$599.99	$599.99	6-14	7-1-13
ZWO-AS652 TENGOVER Custom 60X50 Artwork deleted	05/22/13	1.00	EA	$230	$230	Instal	7-1-13

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date 5/28/13
Order Number . . 1945 CQ

PROJECT LINE: TORNADO DISASTER-CE ROY-REPLACEMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
T518-6 ASHLEY Round End Table/Marcella	05/22/13	1.00	EA	$183.99	$183.99	6-20	7-1-13
DELIVERY CHARGE	05/22/13	1.00	EA	$0	$0	-	-

TOTAL BID PRICE $423.93

— ark-K - $230.00

6-4-13

$393.93

RECEIVED
JUN - 4 2013
Verlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 5/28/13
Order Number . . 1945 OQ

FURNITURE WORLD
314 W CENTRAL AVE
PETAL MS 39465-2018

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME_____

Phone Number . . 601 5454512

SIGNATURE_____DATE_____

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: TORNADO DISASTER-CE ROY-REPLACEMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
#2260338 ASHLEY Sofa/North Shore-Dark Brown	05/22/13	1.00	EA	1480.00	1480.00	6/24	
#2260360 ASHLEY Showood Accent Chair	05/22/13	2.00	EA	536.00	1072.00	6/24	
T496-6 ASHLEY Round End Table/Brookfield	05/22/13	1.00	EA	169.00	169.00	6/24	
D697-60 ASHLEY Dining Room Server/Porter	05/22/13	1.00	EA	499.00	499.00	6/24	
D553-124 ASHLEY UPH Swivel Barstool/North	05/22/13	1.00	EA	279.00	279.00	6/24	
2390038 ASHLEY Sofa/Rivergate-Black/Black	05/22/13	1.00	EA	649.00	649.00	6/24	
ZWO-AS652 WENDOVER Custom 50X50 Artwork	05/22/13	1.00	EA	—	—	—	

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . . : 2
Date - . . . . . : 5/28/13
Order Number . . : 1945 OQ

PROJECT LINE: TORNADO DISASTER-CE ROY-REPLACEMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
T518-6 ASHLEY Round End Table/Marcella	05/22/13	1.00	EA	169 00	169 00	6-24	
DELIVERY CHARGE	05/22/13	1.00	EA	0	0	0	

TOTAL BID PRICE $4317.00

RECEIVED
JUN - 4 2013

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/17/13
PO No. - 134193
Req No. - 1957

VENDOR MAILING:
SHERWIN-WILLIAMS COMPANY
117 BROADWAY DR
HATTIESBURG MS 39401-5063

SHOEMAKE, SHANNON (601) 5454626
MINUTE BOOK # pending
VENDOR # 00002097

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: NEW LINE DRIVER & LINE LAZER PAINT MACHINE FOR TRAFFIC DEPT

SEND METHOD 1 (601)5447766

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.7399	GRACO LINEDRIVER HD OPERATING FORWARD UP TO 10 MPH; .95 GAL FUEL CAPACITY; 200 CC HONDA GX MOTOR; PROSTART ENGINE STARTING SYSTEM; TUBELESS PNEUMATIC TIRES, 16"LX5.5W; 275-LBS; #SW160-6110	1.00	EA	5,850.0000	5,850.00
001191.7399	GRACO LINELAZER 130 HS; 120 CC HONDA MOTOR; 1.3 GPM; .037 TIP SIZE; 3300 MAXIMUM FLUID PRESSURE; 240-LBS; HYDRAULIC PISTON PUMP TYPE; 2 GUNS SUPPORTED; 2 GUN #SW599-4918; LINE DRIVER MODEL LDHD #SW160-6110 ********** COMES COMPLETE WITH 2 GUN, HOSE & TIP AND 4 EXTRA TIPS ALSO, COMES WITH AN EXTRA GUN, HOSE & TIP KIT	1.00	EA	6,059.0000	6,059.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 11,909.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

43630

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 6/14/13
Order Number . . 1957 00

SHERWIN-WILLIAMS COMPANY
117 BROADWAY DR
HATTIESBURG MS 39401-5063

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Steve Clark

SIGNATURE [signature] DATE 6/14/13

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: NEW LINE DRIVER & LINE LAZER PAINT MACHINE FOR TRAFFIC DEPT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRACO LINEDRIVER HD OPERATING FORWARD UP TO 10 MPH; .95 GAL FUEL CAPACITY; 200 CC HONDA GX MOTOR; PROSTART ENGINE STARTING SYSTEM; TUBELESS PNEUMATIC TIRES, 16"LX6.5W; 275-LBS; #SW160-6110	06/10/13	1.00	EA	$5850.00	$5850.00	10 business Days from order	9/16/13
GRACO LINELAZER 130 HS; 120 CC HONDA MOTOR; 1.3 GPM; .037 TIP SIZE; 3900 MAXIMUM FLUID PRESSURE; 240-LBS; HYDRAULIC PISION PUMP TYPE; 2 GUNS SUPPORTED; 2 GUN #SW500-4918; LINE DRIVER MODEL LDHD #SW160-6110 ********** COMES COMPLETE WITH 2 GUN, HOSE & TIP AND 4 EXTRA TIPS ALSO, COMES WITH AN EXTRA GUN, HOSE & TIP KIT	06/10/13	1.00	EA	$6059.00	$6059.00	10 business Days from order	9/16/13

Shannon Shoemake

TOTAL BID PRICE $11909.00

RECEIVED
JUN 17 2013
Velma Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Date - 6/14/13
Order Number . . 1957 OQ

SHERWIN WILLIAMS CO
1241 HIGHWAY 42
PETAL MS 39465

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME_____

Phone Number . . 601 5454512

SIGNATURE_____DATE_____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: NEW LINE DRIVER & LINE LAZER PAINT MACHINE FOR TRAFFIC DEPT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRACO LINEDRIVER HD OPERATING FORWARD UP TO 10 MPH; .95 GAL FUEL CAPACITY; 200 CC HONDA GX MOTOR; PROSTART ENGINE STARTING SYSTEM; TUBELESS PNEUMATIC TIRES, 16"LX5.5W; 275-LBS; #SW160-6110	06/10/13	1.00	EA	6150		6/25	Aug 30, 2013
GRACO LINELAZER 180 HS; 120 CC HONDA MOTOR; 1.3 GPM; .037 TIP SIZE; 3300 MAXIMUM FLUID PRESSURE; 240-LBS; HYDRAULIC PISTON PUMP TYPE; 2 GUNS SUPPORTED; 2 GUN #SW599-4918; LINE DRIVER MODEL LDHD #SW160-6110 ********** COMES COMPLETE WITH 2 GUN, HOSE & TIP AND 4 EXTRA TIPS ALSO, COMES WITH AN EXTRA GUN, HOSE & TIP KIT	06/10/13	1.00	EA	6350		6/25	Aug 30, 2013

TOTAL BID PRICE 12,500

RECEIVED
JUN 17 2013

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/17/13

PO No. - 134214

Req No. - 1947

VENDOR MAILING:
MCCAIN UNIFORMS
320 BEACON PKWY W
BIRMINGHAM AL 35209-3104

DANIELS, ROBERT (601) 5823311
MINUTE BOOK # PENDING
VENDOR # 90061755

SHIP TO :
FIRE ADMINISTRATION & PREVENTION
622 CORINNE ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: FIREFIGHTER UNIFORMS

SEND METHOD 1 (205)9429229

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.5350	TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY. ALL UNIFORMS MUST BE PACKAGED AND LABELED BY FIREMAN'S NAME & GROUPED BY SHIFT. SHOES/ BOOTS MAY BE GROUPED TOGETHER AND LABELED BY BY FIREMAN'S NAME & SHIFT. ORDER FORMS/ WITH SIZES AND EMBROIDERY/ SCREEN PRINTING INFORMATION WILL BE SUPPLIED TO TO THE LOWEST AND BEST QUOTE. ALL ITEMS WILL BE SHIPPED GROUND FOB	206.00	EA	39.0000	8,034.00
001160.5350	TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY WITH RANK EMBROIDERY	208.00	EA	39.1000	8,132.80
001160.5350	T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: SMALL - XL	279.00	EA	8.7500	2,441.25
001160.5350	BELT, DUTY MAN- 1311 BLACK, VELCRO FASTEN	102.00	EA	22.0000	2,244.00
001160.5350	SHOES, ROCKY 2034 BLACK	5.00	EA	57.9000	289.50
001160.5350	BOOTS, MAGNUM MIDNITE PLUS 6" 5248, BLACK	2.00	EA	81.7000	163.40
001160.5350	BOOTS, MAGNUM STEALTH BLACK 8" 5220, BLACK	5.00	EA	84.8500	424.25
001160.5350	BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, BLACK	92.00	EA	88.0000	8,096.00
001160.5350	T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 5XL	30.00	EA	11.2500	337.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 30,162.70

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Date - 6/14/13
Order Number . . 1947 QQ

McCAIN UNIFORMS
320 BEACON PKWY W
BIRMINGHAM AL 35209-3104

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 E FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Linda Mann

SIGNATURE [signature] DATE 6/14/13

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIREFIGHTER UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY. ALL UNIFORMS MUST BE PACKAGED AND LABELED BY FIREMAN'S NAME & GROUPED BY SHIFT. SHOES/ BOOTS MAY BE GROUPED TOGETHER AND LABELED BY BY FIREMAN'S NAME & SHIFT. ORDER FORMS/ WITH SIZES AND EMBROIDERY/ SCREEN PRINTING INFORMATION WILL BE SUPPLIED TO TO THE LOWEST AND BEST QUOTE. ALL ITEMS WILL BE SHIPPED GROUND FOB	05/29/13	205.00	EA	39.00	8034.00	3-30Day	6/30/14
TRU-SPEC 24-7 4300 SERIES SHORT SLEEVE POLO, GRAY WITH RANK EMBROIDERY	05/29/13	208.00	EA	39.10	8132.80	3-30Day	6/30/14
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK. SIZES: SMALL - XL	05/29/13	279.00	EA	8.75	2441.25	3-30Day	6/30/14
BELT, DUTY MAN 1311 BLACK, VELCRO FASTEN	05/29/13	102.00	EA	22.00	2244.00	3/30 Day	6/30/14
SHOES, ROCKY 2034 BLACK	05/29/13	5.00	EA	57.90	289.50	3-30Day	6/30/14
BOOTS, MAGNUM MIDNITE PLUS 6" 5248, BLACK	05/29/13	2.00	EA	81.70	163.40	3-30Day	6/30/14
BOOTS, MAGNUM	05/29/13	5.00	EA	84.85	424.25	3-30Day	6/30/14

Lowest and Best Robert Wood

P. 002/005
JUN-17-2013(MON) 07:12
JUN-14-2013(FRI) 07:37

43550

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date 6/14/13
Order Number . . 1947 00

PROJECT LINE: FIREFIGHTER UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STEALTH BLACK 8" 5220, BLACK							
BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, BLACK	05/29/13	82.00	EA	88.00	8096.00	3-30 Days	6/30/14
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 5XL	05/20/13	30.00	EA	11.25	337.50	3-30 Days	6/30/14

TOTAL BID PRICE 30162.70

Lowest and Best

Rachael Rawls

RECEIVED
JUN 17 2013
Verlinda Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . . : 1
Date . . . . . : 6/14/13
Order Number . . : 1947 00

AZAR'S UNIFORMS
5767 CARMICHAEL ROAD
MONTGOMERY AL 36117

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1893
HATTIESBURG MS 39401

PRINTED NAME C. MARK AZAR

Phone Number . . 601 5454512

SIGNATURE C Mark Azar DATE 06/14/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIREFIGHTER UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRU SPEC 24-7 1000 SERIES TROUSERS, DARK NAVY. ALL UNIFORMS MUST BE PACKAGED AND LABELED BY FIREMAN'S NAME & GROUPED BY SHIFT. SHOES/ BOOTS MAY BE GROUPED TOGETHER AND LABELED BY BY FIREMAN'S NAME & SHIFT. ORDER FORMS/ WITH SIZES AND EMBROIDERY/ SCREEN PRINTING INFORMATION WILL BE SUPPLIED TO TO THE LOWEST AND BEST QUOTE. ALL ITEMS WILL BE SHIPPED GROUND FOB	05/29/13	206.00	EA	42.00	8652.00	3-4WKS	06/9/14
TRU-SPEC 24-7 4900 SERIES SHORT SLEEVE POLO. GRAY WITH RANK EMBROIDERY	05/29/13	208.00	EA	39.70	8257.60	3-4 WKS	06/9/14
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: SMALL - XL	05/29/13	279.00	EA	8.90	2483.10	3-4WKS	06/9/14
BELT, DUTY MAN 1311 BLACK, VELCRO FASTEN	05/29/13	102.00	EA	24.00	2448.00	10 DAYS	06/9/14
SHOES, ROCKY 2034 BLACK	05/29/13	5.00	EA	61.00	305.00	2-4WKS	06/9/14
BOOTS, MAGNUM MIDNITE PLUS 6" 5248, BLACK	05/29/13	2.00	EA	83.75	167.50	2-4WKS	06/9/14
BOOTS, MAGNUM	05/29/13	5.00	EA	88.00	440.00	2-4 WKS	06/9/14

JUN-14-2013(FRI) 12:15 P.001/002
JUN-14-2013(FRI) 07:39 P.001/002

PROJECT LINE: FIREFIGHTER UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STEALTH BLACK 8" 5220, BLACK							
BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, BLACK	05/29/13	92.00	EA	93.00	8556.00	2-4 WKS	06/9/14
T-SHIRTS, GILDAN 8000, DARK NAVY WITH DEPARTMENT SCREEN PRINTING ON FRONT AND BACK, SIZES: 2XL - 5XL	05/29/13	30.00	EA	11.50	345.00	3-4 WKS	06/9/14

TOTAL BID PRICE 31,654.20

RECEIVED
JUN 17 2013

JUN-14-2013(FRI) 12:15
JUN-14-2013(FRI) 07:39
P.002/002

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/17/13
PO No. - 134215
Req No. - 1962

VENDOR MAILING:
GRASS HOPPER CONSTRUCTION
320 N 19TH AVE
HATTIESBURG MS 39401-4822

DANIELS, ROBERT (601) 5823311
MINUTE BOOK # PENDING
VENDOR # 00074035

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: REMOVE & REPOUR SLAB/ FIRE STATION 6

SEND METHOD 1 (601)5823566

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.7227	REMOVE AND DISPOSE OLD SLAB, SUPPLY CONCRETE SPECIFICATIONS FOR NEW 6" SLAB SUPPLY REBAR OR OTHER REINFORDEMENTS FOR NEW SLAB, GRADE, POUR & FINISH NEW SLAB, CONTACT PAUL PRESLEY: 601-520-1380	1.00	EA	7,850.0000	7,850.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 7,850.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

Order Number . . . 1962 CQ

GRASS HOPPER CONSTRUCTION
320 N 19TH AVE
HATTIESBURG MS 39401-4822

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Grass Hopper Construction

SIGNATURE Felton Lewis DATE 6-15-13

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REMOVE & REPOUR SLAB/ FIRE STATION 6

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expir Date
REMOVE AND DISPOSE OLD SLAB. SUPPLY CONCRETE SPECIFICATIONS FOR NEW 6" SLAB SUPPLY REBAR OR OTHER REINFORDEMENTS FOR NEW SLAB, GRADE, POUR & FINISH NEW SLAB, CONTACT PAUL PRESLEY- 601-620-1260	06/14/13	1.00	EA				

TOTAL BID PRICE $7,856

Lowest and Best

Kay Scott Davis

RECEIVED
JUN 17 2013
Verlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - - - - - 6/14/13
Order Number . . 1962 OQ

EASTERLING CEMENT FINISH
1008 MARILYN STREET
HATTIESBURG MS 39401

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME TONEERI EASTERLING

SIGNATURE T E A E DATE

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REMOVE & REPOUR SLAB/ FIRE STATION 6

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REMOVE AND DISPOSE OLD SLAB, SUPPLY CONCRETE SPECIFICATIONS FOR NEW 6" SLAB SUPPLY REBAR OR OTHER REINFORCEMENTS FOR NEW SLAB, GRADE, POUR & FINISH NEW SLAB, CONTACT PAUL PRESLEY: 601-520-1380	06/14/13	1.00	EA				

TOTAL BID PRICE 85,700.00

RECEIVED
JUN 17 2013

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/19/13
PO No. - 134254
Req No. - 1958

VENDOR MAILING:
STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6338

PONDER, MATTIE (601) 5454626
MINUTE BOOK # pending
VENDOR # 90001647

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: DOWNTOWH H'BURG LED STREET LIGHTS

SEND METHOD 1 (601)5453178

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5991.02	78203 SYL LED7 ORETROFIT/750/T3M/D6 KIT	6.00	EA	530.0000	3,180.00
001207.5991.02	TORK 3002 SPST 277V WP PHOTOCONTROL	45.00	EA	12.0900	544.05
001207.5991.02	78882 SYL LED7 ORETROFIT/750/T5M/D6 HP KIT	45.00	EA	530.0000	23,850.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 27,574.05

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

06/19/2013 09:38 6015454620 CITY OF HATTIESBURG PAGE 02/03
JUN-19-2013(WED) 07:20 P.002/003
From:Irby Electrical Distributors #547 P.002/002
JUN-14-2013(FRI) 07:42 6015448410 06/18/2013 15:15 P.003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . . : 1
Date . . . . . : 6/14/13
Order Number . . : 1958 01

STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6238

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Tammy Sledge

SIGNATURE Tammy Sledge DATE 6-17-13

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DOWNTOWN H BURG LED STREET LIGHTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
78203 SYL LED7 ORETROFIT/750/T3M/D6 KIT	06/10/13	6.00	EA	530.00	3180.00	7-15-13	8-30-13
TORK 3002 SPST 277V WP PHOTOCONTROL	06/10/13	45.00	EA	12.09	544.05	6-28-13	8-30-13
78882 SYL LED7 ORETROFIT/750/T5M/D6 HP KIT	06/10/13	45.00	EA	530.00	23850.00	6-28-13	8-30-13

TOTAL BID PRICE 27574.05

Phil

RECEIVED
JUN 19 2013
Verlina Lindsey
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/14/13
Order Number . . 1958 00

SHAMROCK ELECTRIC
1215 SUNSET DRIVE
GRENADA MS 38901-4025

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Jackie Brogan

Phone Number . . 601 5454512

SIGNATURE Jackie Brogan DATE 06/17/2013

Shipping terms are F.O.B. destination. freight prepaid .

PROJECT LINE: DOWNTOWN H'BURG LED STREET LIGHTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
78203 SYL LED7 ORETROFIT/750/T3M/D6 KIT	06/10/13	6.00	EA	550.00	3300.00	6 Weeks ARO	8-10-13
TORK 3002 SPST 277V WP PHOTOCONTROL	06/10/13	45.00	EA	12.50	562.50	5 days	8-10-13
78882 SYL LED7 ORETROFIT/750/T5M/D6 HP KIT	06/10/13	45.00	EA	550.00	24750.00	6 weeks ARO	8-10-13

TOTAL BID PRICE 28612.50

RECEIVED
JUN 19 2013

662-226-4332
shamrock Electric Supply
JUN-14-2013(FRI) 07:43

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/20/13

PO No. - 134287

Req No. - 1959

VENDOR MAILING:
THRASH DEVELOPMENT, LLC
18 BELLEGRASS BLVD
HATTIESBURG MS 39402

WAITS, SHARON (601) 5454640
MINUTE BOOK # Pending
VENDOR # 00095665

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SHORT STREET PARKING IMPROVEMENTS

SEND METHOD 1 (601)3365056

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
072201.7225.01	SHORT ST. PARKING Improvements to Short Street Parking as per attached plans.	1.00	EA	48,400.0000	48,400.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 48,400.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

SHORT STREET
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

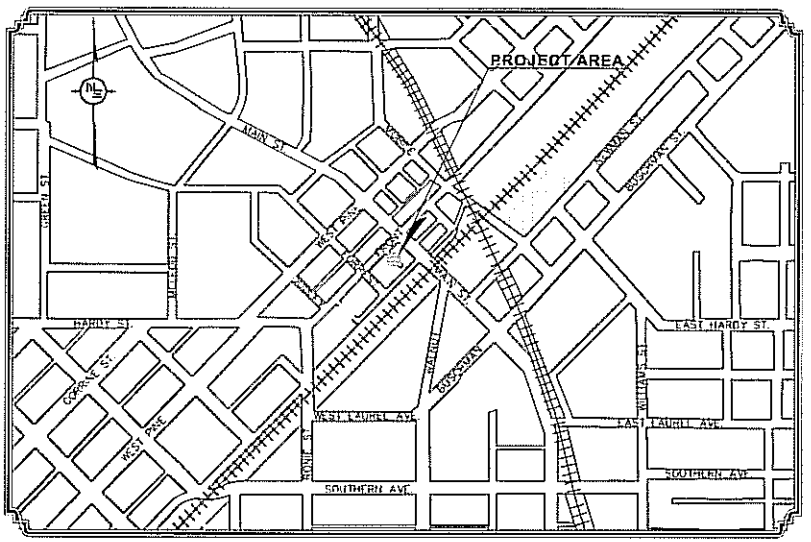
MAYOR
JOHNNY L. DUPREE, PH.D

ENGINEERING DIRECTOR
BERTRAN KUYRKENDALL, P.E.

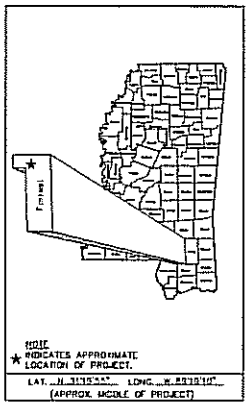
COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
DAVE WARE	WARD 4
HENRY E. NAYLOR	WARD 5

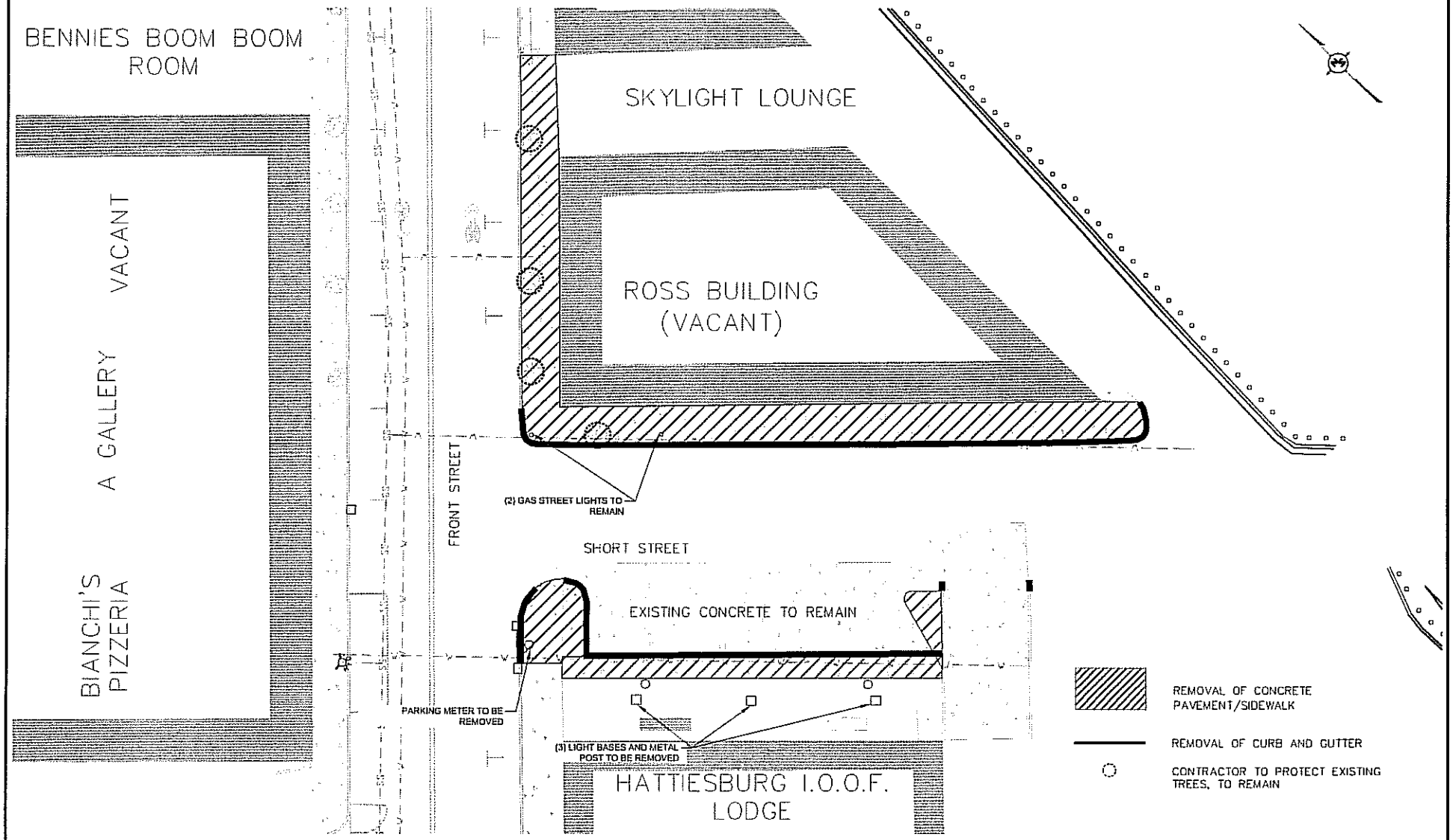
UTILITIES
CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE



VICINITY MAP
PROJECT LOCATION



PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	8667.012.04
FILENAME:	PARKINGLAYOUT.DWG
SCALE:	1" = 10'
SURVEYED BY:	
DSGN: AAM	DATE: 05/2013
DRWN: AAM	DATE: 05/2013
CHKD:	DATE:
QA/QC:	DATE:

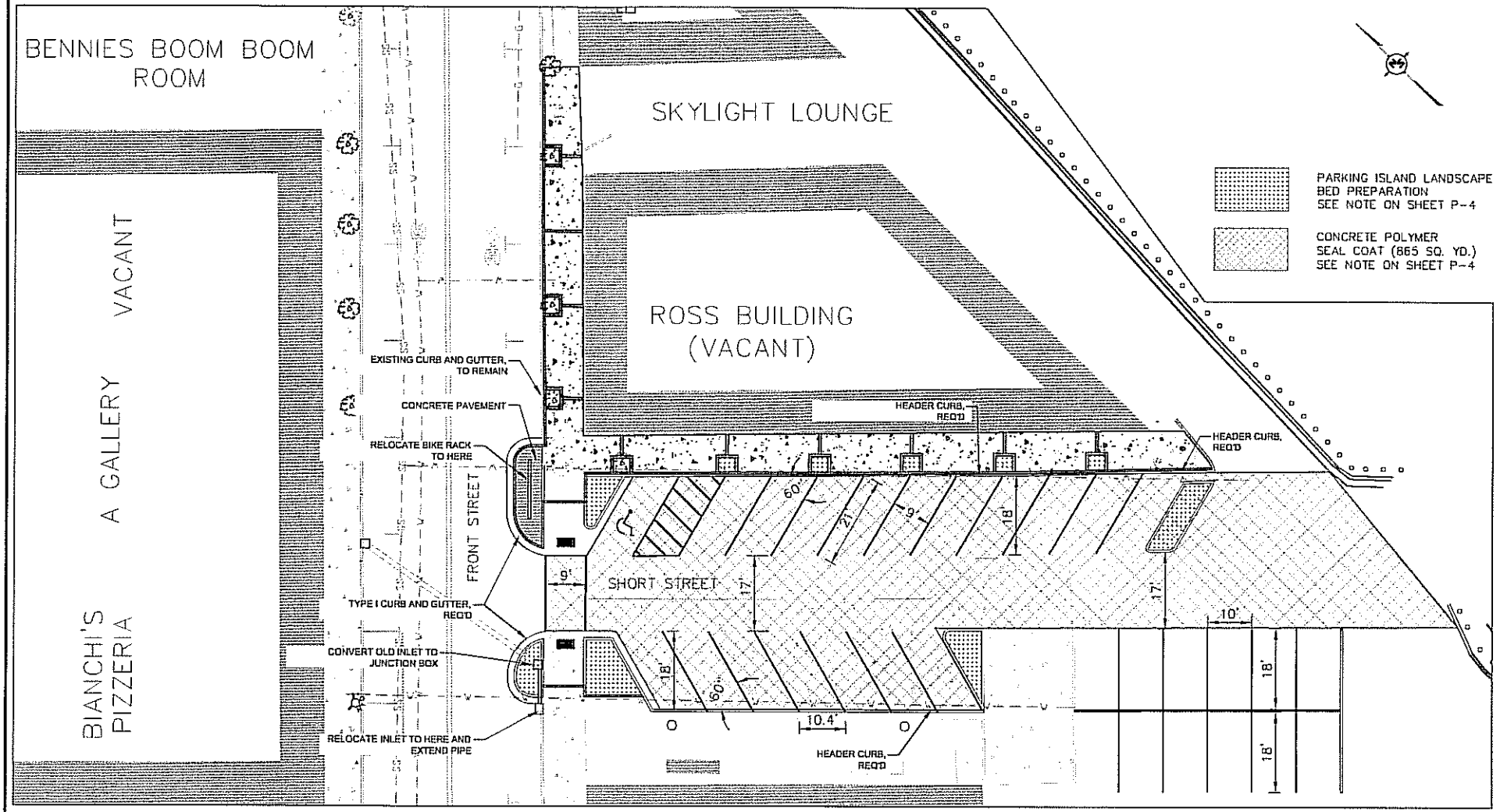
SHORT STREET
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

DEMOLITION PLAN

WORKING NUMBER:	DRAWING NUMBER:
P-1	2



NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667.012.04	
FILENAME: PARKINGLAYOUT.DWG	
SCALE: 1" = 10'	
SURVEYED BY:	
DSGN: AAM	DATE: 05/2013
DRWN: AAM	DATE: 05/2013
CHKD:	DATE:
QA/QC:	DATE:

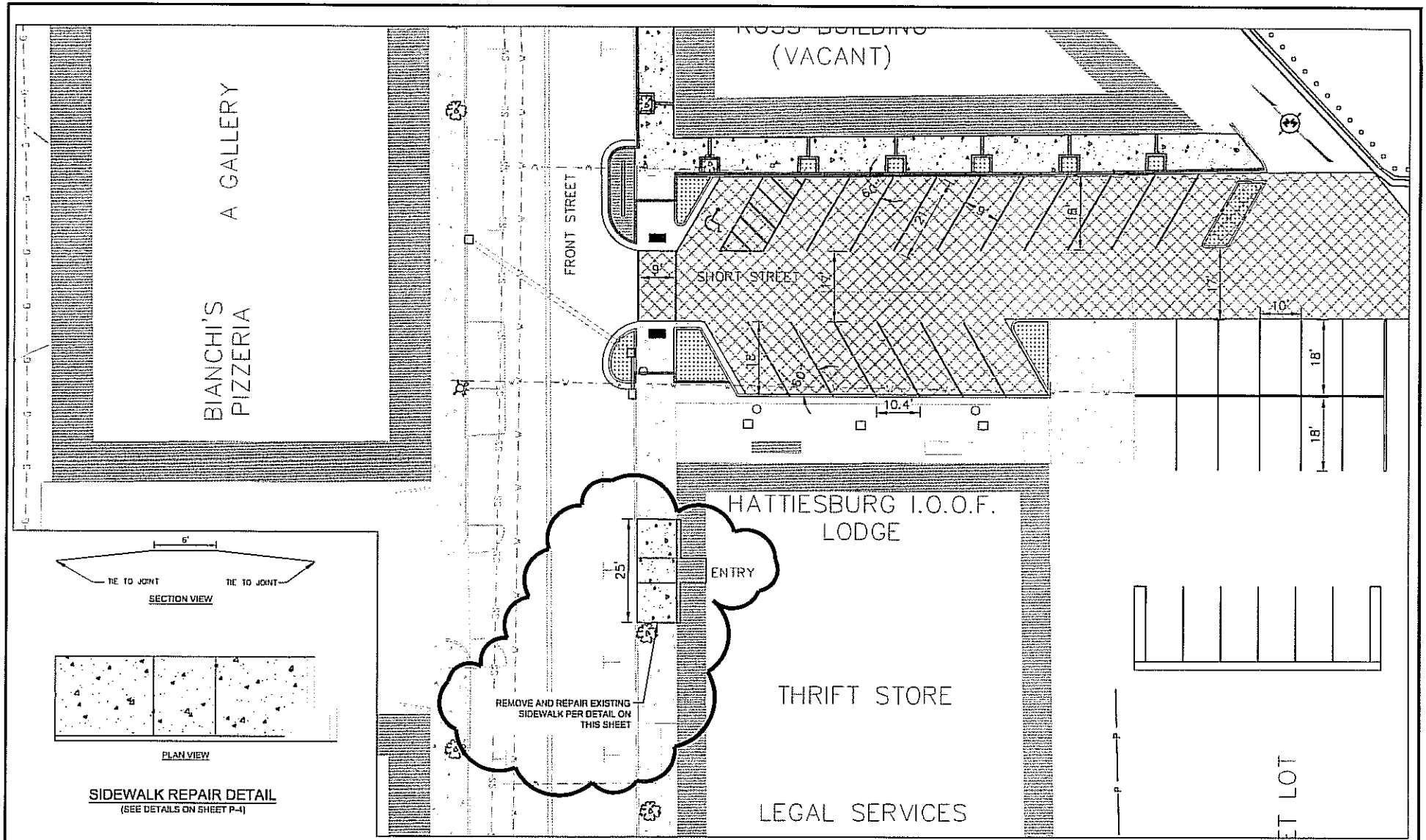
SHORT STREET
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

60 DEGREE
PARKING LAYOUT

WORKING NUMBER:	DRAWING NUMBER:
P-2	3



SIDEWALK REPAIR DETAIL

(SEE DETAILS ON SHEET P-4)

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHALL NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 0667.012.04	
FILENAME: PARKINGLAYOUT.DWG	
SCALE: 1" = 10'	
SURVEYED BY:	
DSGN: AAH	DATE: 05/2013
DRWN: AAH	DATE: 05/2013
CHKD:	DATE:
QA/QC:	DATE:

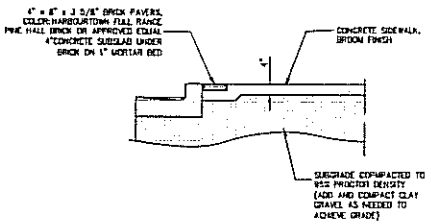
SHORT STREET
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

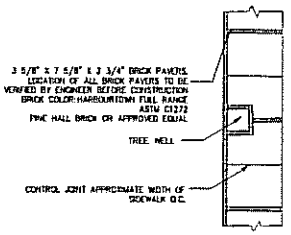
SIDEWALK REPAIR PLAN

WORKING NUMBER:	DRAWING NUMBER:
P-3	4



TYPICAL SIDEWALK DETAIL

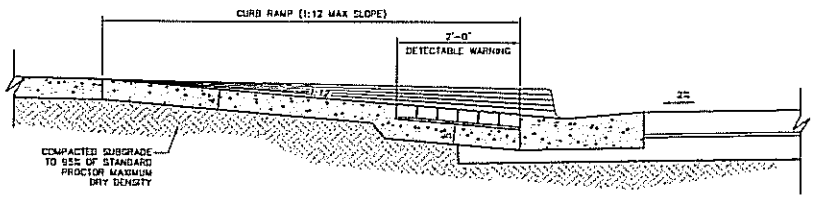
NOT TO SCALE



TYPICAL SIDEWALK DETAIL (PLAN VIEW)

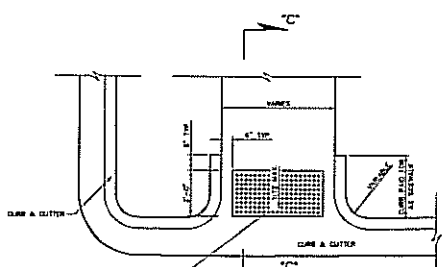
NOT TO SCALE

NOTE: PLACEMENT OF DETECTABLE WARNINGS MAY VARY AND SHALL BE INSTALLED AS DIRECTED BY THE ENGINEER.



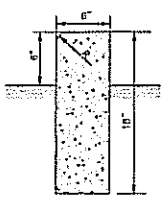
SECTION "C-C"

N.T.S.



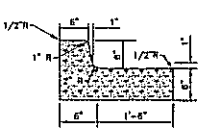
TYPICAL CURB-RETURN HANDICAP RAMP DETAIL

NOT TO SCALE



HEADER CURB

NOT TO SCALE



TYPE I CURB AND GUTTER

NOT TO SCALE

GENERAL NOTES

1. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
4. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
5. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).
6. CONTRACTOR SHALL APPLY CONCRETE POLYMER SEAL COAT TO AREA SHOWN ON SHEET P-1 AND COLOR TO MATCH NATURAL CONCRETE COLOR.
7. STRIPING SHALL BE THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE, 90 MIL.
8. INLET RELOCATION SHALL INCLUDE CORRUGATED PLASTIC PIPE EXTENSION, CONCRETE BASIN AND CAST GRATE OF SIMILAR SIZE AND TYPE TO EXISTING.
9. PARKING BULBOUT AND TREE WELL CONSTRUCTION SHALL INCLUDE TOTAL DEPTH PAVEMENT REMOVAL, TOPSOIL BACKFILL, WITH 3" OF TREE BARK MULCH. (LANDSCAPING BY OTHERS)
10. PROPOSED SIDEWALK CURB CUT RAMPS SHALL BE CONSTRUCTED PER ADA REQUIREMENTS, SHOWN ON THE DETAIL SHEET.
11. SIDEWALK AND CURBING RECONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH THE BUILDING OWNER.
12. DISTURBANCE OF GRASSED AREAS SHALL BE REPAIRED WITH TOPSOIL AND SODDING.
13. CONCRETE STRENGTH FOR PROJECT SHALL BE 3000 PSI, EXCEPT FOR CURBING SHALL BE 4000 PSI.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO: 0467.012.01	
				FILENAME: PARKINGLAYOUT.DWG	
				SCALE: 1" = 10'	
				SURVEYED BY:	
				DSGN: AAM	DATE: 05/2013
				DRWN: AAM	DATE: 05/2013
				CHKD:	DATE:
				QA/QC:	DATE:

SHORT STREET
PARKING IMPROVEMENTS

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

DETAILS

WORKING NUMBER:	DRAWING NUMBER:
P-4	5

43535

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/13/13
Order Number . . 1069 QQ

THRASH DEVELOPMENT, LLC
18 HELLGRASS BLVD
HATTIESBURG MS 39402

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39403

PRINTED NAME Walker Thrash

SIGNATURE [signature] DATE 6/18/13

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SHORT STREET PARKING IMPROVEMENTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SHORT ST. PARKING Improvements to Short Street Parking as per attached plans.	06/12/13	1.00	EA	48,400	———	7/15/13	———

TOTAL BID PRICE 48,400.00

[signature]

RECEIVED
JUN 20 2013
Melina Underwood
AWARDED

Walker

43550

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . . : 1
Date . . . . . : 6/13/13
Order Number . . : 1959 OQ

SOUTHERN PRIDE CONSTRUCTI
302 PINE GROVE CHURCH ROA
FOXWORTH MS 39483

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1809
HATTIESBURG MS 39401

PRINTED NAME Steven Price

Phone Number . . 601 5484512

SIGNATURE [signature] DATE 6-18-13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SHORT STREET PARKING IMPROVEMENTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SHORT ST. PARKING Improvements to Short Street Parking as per attached plans.	06/12/13	1.00	EA	48,780		8 WKS	7-15-13

TOTAL BID PRICE 48,780

RECEIVED
JUN 20 2013

page 1
Jun 19 2013 8:30 HP Fax

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/24/13
PO No. - 134382
Req No. - 1964

VENDOR MAILING:
GIL MFG INC
PO BOX 242725
MONTGOMERY AL 36124-2725

PERKINS, SANDE NOEL (601) 5454641
MINUTE BOOK # PENDING
VENDOR # 00083708

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT THE CITY

SEND METHOD 1 (334)2848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001250.5130	INSECTICIDE	4.00	EA	3,600.0000	14,400.00
	ENVION 30% WATER BASED INSECTICIDE(30 GAL DRUMS)				

TOTAL CONTRACT AMOUNT NOT TO EXCEED 14,400.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

EDDIE R. MYERS
CITY CLERK

P. 002/003
p.1
3342848320
P. 003/003
JUN-24-2013(MON) 14:00
Jun 24 13 03:22p Ken
JUN-24-2013(MON) 10:23

Attn: Purchasing

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/21/13
Order Number . . 1964 00

GIL MFG INC
PO BOX 242725
MONTGOMERY AL 36124-2725

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME KENNETH FLOYD

SIGNATURE Kenneth A. Floyd DATE 6-24-2013

Phone Number . . 601 5464512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT THE CITY

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSECTICIDE ENVION 30% WATER BASED INSECTICIDE(30 GAL DRUMS)	06/19/13	4.00	EA	$3,600.00	$14,400.00	5	12-31-2013

TOTAL BID PRICE 14,400.00

RECEIVED
JUN 24 2013
Purchasing Department
AWARDED

06/24/2013 10:48 6019544808 HATTIESBURG PUBLIC WORKS #2813 P.001/001

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/21/13
Order Number . . 1964 OQ

P. 003/003

ELITE MOSQUITO CONTROL
7095 HACKS CROSS RD STE 1
OLIVE BRANCH MS 38654-428

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Elite Mosquito Control

SIGNATURE Jan Sleem DATE 6/24/13

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: INSECTICIDE FOR MOSQUITO CONTROL THROUGHOUT THE CITY

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
INSECTICIDE	06/19/13	4.00	EA	4950.00	19,800	6/27/13	12/31/13
ENVION 30% WATER BASED INSECTICIDE(30 GAL DRUMS)							

TOTAL BID PRICE 19,800.00

RECEIVED
JUN 24 2013

JUN-21-2013(FRI) 07:10

City of Hattiesburg, MS

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

Master

File Number: 2013-0385

File ID: 2013-0385 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

File Created: 06/25/2013

Brief Title: Approve Summary of Recommended values for parcels required for right of way for the Downtown Traffic Improvements Project.

Final Action:

Minute Book Number: MB2013-193

Title:

Approve Summary of Recommended values for a portion of parcels identified by tax no. as 2-029O-10-032.00, 2-029J-10-160.00, and 2-029J-10-161.00 for Right of Way required for the Downtown Traffic Improvements Project; Authorize issuance of manual checks upon acceptance of offers.

Notes:

Sponsors: **Enactment Date:**

Attachments: Summary of Recomended Values **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0385

Title

Approve Summary of Recommended values for a portion of parcels identified by tax no. as 2-029O-10-032.00, 2-029J-10-160.00, and 2-029J-10-161.00 for Right of Way required for the Downtown Traffic Improvements Project; Authorize issuance of manual checks upon acceptance of offers.

Summary

Approve Summary of Recommended values for a portion of parcels required for Right of Way for the Downtown Traffic Improvements Project; Authorize issuance of manual checks

upon acceptance of offers.

Budget Information
072201.7000

Expenditure Type
Regular Budget Item

Purchasing Item
Regular Purchase

Publication Information

Hardy Street Downtown Transportation Improvements

Summary of Recommended Values
(for review purposes only)

Parcel No.	Owner	Acquisition Area	Recommended Value
2-029O-10-032.00	Standard Office Supply Company, Inc.	.71 acre	$8,328.00
2-029J-10-160.00	DJ Shuttle and Tours, Inc	.377 acre	$5,508.00
2-029J-10-161.00	John P. Curley	.16 acre	$1,572.00

City of Hattiesburg, MS

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

Master

File Number: 2013-0387

File ID:	2013-0387	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/25/2013
Brief Title:	Authorize renewal of maintenance agreement for ArcGIS software.			**Final Action:**	
				Minute Book Number:	MB2013-193

Title:

Authorize Mayor to Enter into a Maintenance Agreement between the City of Hattiesburg and Esri Inc for Maintenance on ArcGIS software beginning September 1, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Esri_QUOTATION_25581997, executed Esri_QUOTATION_25581997	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0387

Title

Authorize Mayor to Enter into a Maintenance Agreement between the City of Hattiesburg and Esri Inc for Maintenance on ArcGIS software beginning September 1, 2013.

Summary

Authorize Mayor to Enter into a Maintenance Agreement between the City of Hattiesburg and Esri Inc for Maintenance on ArcGIS software beginning September 1, 2013.

Budget Information

001203.6365

Expenditure Type
Regular Budget Item

Purchasing Item
Regular purchase

Publication Information

Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 06/02/2013
TO: Jerald Little
ORGANIZATION: City of Hattiesburg
Engineering Dept
FAX #: 601-584-4885 **PHONE #:** 601-545-4542

FROM: Carole Burge
FAX #: 909-793-4801 **PHONE #:** 888-377-4575 Ext. 1825
EMAIL: cburge@esri.com

Number of pages transmitted (including this cover sheet): 3

QUOTATION #25581997
DOCUMENT DATE: 06/02/2013

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit http://www.esri.com/maintenancebenefits.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: http://training.esri.com/gateway/index.cfm

For details about ECP discounts and waivers for non-profit users please visit http://www.conservationgis.org/grant

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751825
Fax #: 909-793-4801

Quotation

Date: 06/02/2013 **Quotation Number:** 25581997 **Contract Number:** 2003MPA6052

Send Purchase Orders To:
Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Carole Burge

City of Hattiesburg
Engineering Dept
212 W Front St
Hattiesburg MS 39403-1898
Attn: Jerald Little

Please include the following remittance address on your Purchase Order:
Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 437410

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	87194 ArcGIS for Desktop Basic (formerly ArcView) Concurrent Use Primary Maintenance Start Date: 09/01/2013 End Date: 08/31/2014	700.00	700.00

Subtotal		700.00
Estimated Tax		0.00
Total	**$**	**700.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

Issued By: Carole Burge **Ext:** 1825 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751825
Fax #: 909-793-4801

Quotation

Date: 06/02/2013 **Quotation No:** 25581997 **Customer No:** 437410 **Contract No:** 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

_____ _____

Signature of Authorized Representative Date

_____ _____

Name (Please Print) Title

[CSBATCHDOM]

Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 06/02/2013
TO: Jerald Little
ORGANIZATION: City of Hattiesburg
Engineering Dept
FAX #: 601-584-4885 **PHONE #:** 601-545-4542

FROM: Carole Burge
FAX #: 909-793-4801 **PHONE #:** 888-377-4575 Ext. 1825
EMAIL: cburge@esri.com

Number of pages transmitted (including this cover sheet): 3

QUOTATION #25581997
DOCUMENT DATE: 06/02/2013

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For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: http://training.esri.com/gateway/index.cfm

For details about ECP discounts and waivers for non-profit users please visit http://www.conservationgis.org/grant

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esri®
380 New York Street
Redlands, CA 92373
Phone: 888-377-45751825
Fax #: 909-793-4801

Quotation

Date: 06/02/2013 **Quotation Number:** 25581997 **Contract Number:** 2003MPA6052

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380 New York Street
Redlands, CA 92373-8100
Attn: Carole Burge

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File #54630
Los Angeles, CA 90074-4630

City of Hattiesburg
Engineering Dept
212 W Front St
Hattiesburg MS 39403-1898
Attn: Jerald Little

Customer Number: 437410
For questions regarding this document, please contact Customer Service at 888-377-4575.

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Subtotal		700.00
Estimated Tax		0.00
Total	**$**	**700.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri reserves the right to include a price or fee uplift or charge a handling fee appropriate to cover costs associated with implementation and participation in any third party vendor management, procurement, or invoice program required by the customer that passes the fees along to vendors providing products or services.

Issued By: Carole Burge **Ext:** 1825 [CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 888-377-45751825
Fax #: 909-793-4801

Quotation

Date: 06/02/2013 **Quotation No:** 25581997 **Customer No:** 437410 **Contract No:** 2003MPA6052

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

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- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

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Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

Johnny L. DuPree 7/2/13

Signature of Authorized Representative Date

Johnny L. DuPree Mayor

Name (Please Print) Title

[CSBATCHDOM]

City of Hattiesburg, MS

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

Master

File Number: 2013-0373

File ID:	2013-0373	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/21/2013
Brief Title:	Byrne 2013 submission			**Final Action:**	
				Minute Book Number:	MB2013-193

Title:

Authorize submission of 2013 USDOJ Byrne Justice Assistance Grant in the amount of $16,308 to be shared with disparate juisdiction Forrest County ($9,784.80 Hattiesburg / $6,523.20 Forrest County).

Notes: application submission online

Sponsors:		**Enactment Date:**	
Attachments:	13MS allocations, Byrne JAG 2013 Gov notification memo	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Brett Benson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0373

Title

Authorize submission of 2013 USDOJ Byrne Justice Assistance Grant in the amount of $16,308 to be shared with disparate juisdiction Forrest County ($9,784.80 Hattiesburg / $6,523.20 Forrest County).

Summary

2013 USDOJ Byrne JAG grant

Budget Information

Expenditure Type

Grant submission

Purchasing Item

Publication Information

2013 MISSISSIPPI JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2013 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction:(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.(2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: https://www.bja.gov/Publications/JAGTechRpt.pdf.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: https://www.bja.gov/Funding/JAGFAQ.pdf.

MS	COAHOMA COUNTY	County	*	
MS	CLARKSDALE CITY	Municipal	$18,927	$18,927
MS	DESOTO COUNTY	County	*	
MS	OLIVE BRANCH CITY	Municipal	$12,700	
MS	SOUTHAVEN CITY	Municipal	$17,543	$30,243
MS	FORREST COUNTY	County	*	
MS	HATTIESBURG CITY	Municipal	$16,308	$16,308
MS	GRENADA COUNTY	County	*	
MS	GRENADA CITY	Municipal	$11,465	$11,465
MS	HARRISON COUNTY	County	*	
MS	BILOXI CITY	Municipal	$32,961	
MS	GULFPORT CITY	Municipal	$24,807	$57,768
MS	HINDS COUNTY	County	*	
MS	JACKSON CITY	Municipal	$239,820	$239,820
MS	LAUDERDALE COUNTY	County	*	
MS	MERIDIAN CITY	Municipal	$33,999	$33,999
MS	LEE COUNTY	County	*	
MS	TUPELO CITY	Municipal	$14,380	$14,380
MS	LOWNDES COUNTY	County	*	
MS	COLUMBUS CITY	Municipal	$12,107	$12,107
MS	MADISON COUNTY	County	*	
MS	CANTON CITY	Municipal	$11,465	$11,465

MS	MARSHALL COUNTY	County	*	
MS	HOLLY SPRINGS CITY	Municipal	$13,837	$13,837
MS	PIKE COUNTY	County	*	
MS	MCCOMB CITY	Municipal	$10,575	$10,575
MS	WARREN COUNTY	County	*	
MS	VICKSBURG CITY	Municipal	$26,141	$26,141
MS	WASHINGTON COUNTY	County	*	
MS	GREENVILLE CITY	Municipal	$11,415	$11,415
MS	CHOCTAW TRIBE	Tribal	$16,209	
MS	GREENWOOD CITY	Municipal	$15,369	
MS	INDIANOLA CITY	Municipal	$11,020	
MS	JACKSON COUNTY	County	$21,447	
MS	JONES COUNTY	County	$13,491	
MS	LAUREL CITY	Municipal	$15,715	
MS	LEFLORE COUNTY	County	$13,046	
MS	MOSS POINT CITY	Municipal	$15,715	
MS	PANOLA COUNTY	County	$11,366	
MS	PASCAGOULA CITY	Municipal	$11,613	
MS	SUNFLOWER COUNTY	County	$14,331	
MS	TUNICA COUNTY	County	$11,168	
	Local total		**$678,940**	

Office of Grant Coordinator
601-554-1014

City of Hattiesburg

Memo

To: Johnny L. DuPree, Ph.D. , Mayor

From: Brett R. Benson, Grant Coordinator

CC: City Council

Date: 06/01/2013

Re: Executive Notification: USDOJ Byrne Formula Grant 2013

This is to formally begin the thirty (30) day formal review period of the city's application for the US Department of Justice 2012 Byrne Justice Assistance Grant. The grant application is due July 9, 2013.

Important Information:

- The local allotment is $16,308.00.
- A MOU will need to be signed by the Mayor, Supervisor President, Sheriff and Police Chief.
- Using the standard 60/40 split we've historically used would mean $9,784.80 for Hattiesburg and $6,523.20 for Forrest County. (Let me know if you want to change that ratio. I'll draft the MOU and pass it on to LaTonya to begin getting signatures.)
- The city draws down the funds and holds them in an interest bearing account until used
- the county gets its funds from the city on a reimbursement basis
- Also, cc: Lisa Hanson, Comptroller on all your correspondence on this
- Both the City Council and Board of Supervisors will need to give the opportunity to hear public comment. (A portion of time set aside during one of their regular meetings will suffice. I'll talk to the Council Clerk to set something up.)
- A public notice will go on bulletin boards at City Hall and at the County.

Let me know if you have any questions.

Brett R. Benson
Grant Coordinator

City of Hattiesburg, MS

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

Master

File Number: 2013-0367

File ID:	2013-0367	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/13/2013
Brief Title:	Byrne 2012 acknowledgement			**Final Action:**	
				Minute Book Number:	MB2013-193

Title:

Acknowledge award of 2012 USDOJ Byrne Justice Assistance Grant in the amount of $24,051 in conjunction with Forrest County.

Notes: Enabling dispersal county's share of grant

Sponsors:		**Enactment Date:**	
Attachments:	HBG Byrne JAG 2012-DJ-BX-1161 acceptance pkt, Byrne JAG MOU 2012	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Brett Benson	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0367

Title

Acknowledge award of 2012 USDOJ Byrne Justice Assistance Grant in the amount of $24,051 in conjunction with Forrest County.

Summary

2012 USDOJ Byrne JAG grant

Budget Information

Expenditure Type

Grant Award

Purchasing Item

Publication Information

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

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

4. AWARD NUMBER: 2012-DJ-BX-1161

5. PROJECT PERIOD: FROM 10/01/2011 TO 09/30/2013

BUDGET PERIOD: FROM 10/01/2011 TO 09/30/2013

6. AWARD DATE 07/25/2012

7. ACTION: Initial

1A. GRANTEE IRS/VENDOR NO.

646000432

8. SUPPLEMENT NUMBER: 00

9. PREVIOUS AWARD AMOUNT: $ 0

3. PROJECT TITLE

Hattiesburg and Forrest County Community Policing Enhancement Projects

10. AMOUNT OF THIS AWARD: $ 24,051

11. TOTAL AWARD: $ 24,051

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Johnny L. Dupree
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		24051

21. LDJUGT0934

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2012-DJ-BX-1161 AWARD DATE 07/25/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

PROJECT NUMBER 2012-DJ-BX-1161 AWARD DATE 07/25/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ccr.htm (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

SPECIAL CONDITIONS

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

16. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

PROJECT NUMBER 2012-DJ-BX-1161 AWARD DATE 07/25/2012

SPECIAL CONDITIONS

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).

18. JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

19. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for bulletproof vest purchases. This policy must be in place for at least all uniformed officers before any FY 2012 JAG funding can be used by the agency for bulletproof vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

20. Bulletproof vests purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased with JAG funds must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

21. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

22. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

23. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

24. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

PROJECT NUMBER 2012-DJ-BX-1161 AWARD DATE 07/25/2012

SPECIAL CONDITIONS

25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

27. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

28. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

29. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

30. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

31. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

32. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.

PROJECT NUMBER 2012-DJ-BX-1161 AWARD DATE 07/25/2012

SPECIAL CONDITIONS

33. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.

34. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Hattiesburg

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html.
Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER	PAGE 1 OF 1
2012-DJ-BX-1161	

This project is supported under FY12(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Tarasa Yates (202) 305-1780	Brett Benson Grant Coordinator 200 Forrest Street P.O. Box 1898 Hattiesburg, MS 39403-1898 (601) 554-1014

3a. TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
BJA FY 12 Edward Byrne Memorial Justice Assistance Grant (JAG) Program	

4. TITLE OF PROJECT

Hattiesburg and Forrest County Community Policing Enhancement Projects

5. NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
City of Hattiesburg P.O. Box 1898 Hattiesburg, MS 39403-1898	

7. PROGRAM PERIOD	8. BUDGET PERIOD
FROM: 10/01/2011 TO: 09/30/2013	FROM: 10/01/2011 TO: 09/30/2013

9. AMOUNT OF AWARD	10. DATE OF AWARD
$ 24,051	07/25/2012

11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The disparate jurisdictions will use the JAG award to support law enforcement initiatives. Funds will be used to purchase motion tablets to replace outdated and nonworking mobile data terminals used by Hattiesburg patrol officers. The tablets will allow for increased efficiency in uploading and accessing data by officers in

the field. The Forrest County Sheriff's Department will update its existing correctional officer capabilities by purchasing individual officer equipment, expansion of the less lethal programs and purchase cell entry/extraction equipment. The goal is to improve correctional officer's response to criminal elements and improve service to the residents of Forrest County.

NCA/NCF

MEMORANDUM OF UNDERSTANDING

City of Hattiesburg, Mississippi

Forrest County, Mississippi

RE: 2012 Byrne Justice Assistance Grant Local Soliclitation funding cycle

This agreement meets the disparate jurisdiction finding requirement as mandated by the U.S. Department of Justice (USDOJ) Byrne Justice Assistance Grant (JAG).

This Memorandum of Understanding between Forrest County, and the City of Hattiesburg covers the Byrne Justice Assistance Grant 2012 grant cycle in the amount of $24,051.00. Both city and the county proposed program budgets comply with all USDOJ expenditure guidelines, certifications and assurances for this grant program and should not require any waivers.

The City of Hattiesburg will act as fiscal agent for USDOJ Byrne JAG including drawing down funds that will be divided as follows: Forrest County - $9,620.40; City of Hattiesburg - $14,430.60.

Chief
Hattiesburg Police Department

Sheriff
Forrest County, Mississippi

Mayor
Hattiesburg

Board President
Forrest County, Mississippi

16 July 2012 Date

City of Hattiesburg, MS

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

Master

File Number: 2013-0393

File ID:	2013-0393	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/26/2013
Brief Title:	Acknowledge receipt of corrected Patent(s) of transferred property from the State of Mississippi			**Final Action:**	
				Minute Book Number:	MB2013-193

Title:

Acknowledge receipt of corrected Patent(s) of transferred property from the State of Mississippi (Patents were originally issued February 1, 2007).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Corrected Patents from the State	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0393

Title

Acknowledge receipt of corrected Patent(s) of transferred property from the State of Mississippi (Patents were originally issued February 1, 2007).

Summary

Acknowledge receipt of corrected Patent(s) of transferred property from the State of Mississippi

Budget Information

Expenditure Type

Purchasing Item

Publication Information

DELBERT HOSEMANN
Secretary of State

June 5, 2013

Eddie Myers
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

APPLICATION NO.: **N21616- N21625; N21627 For Your Client: City of Hattiesburg**

Dear Mr. Myers:

Enclosed please find corrected Patent No(s). 76267- 76275; 76277, which was originally issued February 1, 2007; on the above described property.

Your patent should be filed for record in the office of the chancery clerk of Forrest County. Please contact **Chancery Clerk Jimmy C. Havard at (601) 545-6014** for all questions regarding filing instructions.

Should you have any questions or require additional information, please contact Vicky Pickering at (601) 359-6378.

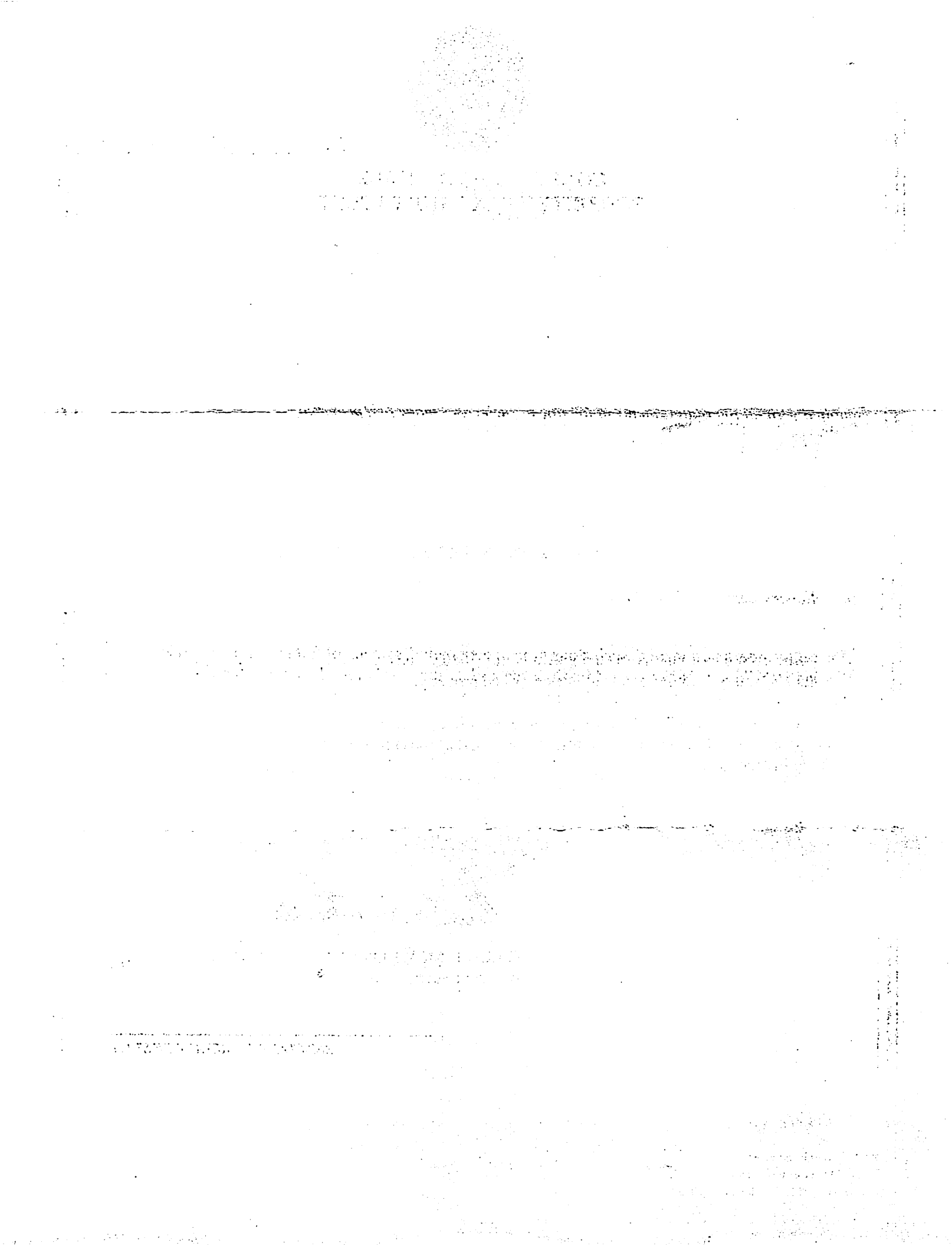
Sincerely,

GERALD MCWHORTER
Assistant Secretary of State

Enclosure

700 North Street
Post Office Box 136
Jackson, Mississippi 39205

telephone (601) 359-1350
facsimile (601) 359-1499
www.sos.ms.gov



No. 76267-76275; 76277

CORRECTED TRANSFER
FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1 (1972 as amended), *providing for the intergovernmental transfer of Forfeited Tax Lands of the State of Mississippi, and*

As said lands are now held by the State and the governmental subdivision hereinafter named has complied with all the requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises does hereby grant and convey to:

City of Hattiesburg

the following described land, to-wit:

Parcel numbers and legal descriptions of property including each of Patent Numbers 76267 through 76275 and 76277 are set forth in the addendum consisting of 1 page attached hereto and incorporated herein, all of said land and property being situated in Forrest County, Mississippi.

This patent was originally issued February 1, 2007 and filed for record in Book 1006, Page 343 of the land records in the office of the chancery clerk. This corrected patent is issued to replace the original and to reflect that Patent No. 76276 has been cancelled.

This the 31st *day of* May, *2013*

C. DELBERT HOSEMANN, Jr.
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE VP

GOVERNOR

Attest: C. Delbert Hosemann, Jr.
SECRETARY OF STATE

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-6373

Grantee:
City of Hattiesburg
P O Box 1898
Hattiesburg, MS 39403-1898
Tele: 601-454-4501

06-12-13P02:05 RCVD

7/96-24

ADDENDUM TO
TAX FORFEITED LAND PATENT
NUMBERS
76267 - 76275; 76277

Patent Number	Parcel Number	Legal Description
76267	1823900136002028	N 50 OF LT 23 BLK 2 COOK I HC SUB OF ARLEDGE PPIN #14402
76268	167B587000449500	Lots 3 & 4 Blk 4 Washington Heights Sub Rec #30495 PPIN #12380 Parcel #167B-5870-00449500
76269	1824000880130110	Rt Lts 5 & 6 Beg NW/Cr Lt 6 S O deg W 133 ft S 89 deg E 74 ft N 0 deg E 133 ft N 89 deg W 74 ft To POB Bk 642 Pg 135 Blk 13 J H BusChman Sub PPIN #13587
76270	240008801401600	N 65 ft of Lot 2 Block 14 Burkett's Sub Record #10101 PPIN #39340 Parcel #240-0088-01401600
76271	240008802400200	S 60 ft Lot 7 Block 24 Burkett Sub Record #10186 PPIN #13693 Parcel #240-0088-02400200
76272	240008800701200	E 17.5 F OF LT 8 & W 35 FT OF LT 9 BLK 7 BURKETT SUB REC.# 10028 PPIN# 13518 Parcel #240-008800701200
76273	167B5760005323.00	Lots 13 and 14 Block 5 W. H. Scruggs S/D Record #30398 PIN #12002 Parcel 18167B-5760-00532300
76274	18238044408500400	S 50 ft of E 1/2 Lot 2 & S 50 ft Lot 3 Block 85 Kamper & Whinnery Sub Parcel #18238-08500400 PPIN #18789
76275	1823900060002002	Lt 2 BLK 2 ARLEDGE BERTRAND SUB 50 x 89
76277	167B58700961500	Lots 1-4 Blk 9 Washington Heights Sub Rec #31808 PPIN #81407 Parcel #167B 587 00961500

City of Hattiesburg, MS

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

Master

File Number: 2013-0381

File ID:	2013-0381	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/24/2013
Brief Title:	Notice of Availability & Request for Proposals - Microenterprise			**Final Action:**	
				Minute Book Number:	MB2013-193

Title:

Authorize and approve publication of Notice of Availability and Request for Proposals for Microenterprise Assistance Awards in connection with the City of Hattiesburg's Community Development Block Grant Program (CDBG).{Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	NOA Microenterprise Assistance July 2013, executed NOA Microenterprise Assistance July 2013	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0381

Title

Authorize and approve publication of Notice of Availability and Request for Proposals for Microenterprise Assistance Awards in connection with the City of Hattiesburg's Community Development Block Grant Program (CDBG).{Entitlement}

Summary

Notice of Availability & Request for Proposals - Microenterprise

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American - July 5 & July 12

NOTICE OF AVAILABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT
MICROENTERPRISE ASSISTANCE PROGRAM FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2013 Action Plan (component of the 2013 – 2017 Consolidated Plan) is accepting proposals for Microenterprise Assistance awards. Eligible organizations include for-profit microenterprise organizations operating within the City limits of Hattiesburg, Mississippi. A microenterprise is defined as a business consisting of five (5) or fewer employees including the owner(s). For proposal purposes, it should be known that awards are likely to be capped at $15,000 based on funding availability.

Eligible activities include those benefiting low- to moderate-income business owners through business expansion and/or individuals by way of job creation for low- to moderate-income individuals.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. **August 1, 2013**.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Proposals: "**Microenterprise 2013**" which is the NAME OF THE ITEM, "**August 1, 2013**" which is the DATE OF THE BID OPENING, and the NAME OF THE BUSINESS submitting the proposal.

The proposals should include the following at a minimum:

1. Description of the Organization to include name, address, Mississippi Secretary of State status, DUNS number, EIN number, makeup of the board if applicable, contact person and any other descriptive information available
2. Description of work performed by business
3. Recent income statements and balance sheet
4. Proposed budget and proposed use of Microenterprise funds if awarded
5. Program outcomes or benchmarks (increase in sales/contracts, jobs created, etc.) including timelines
6. Roster of current employees including names, titles, basic job descriptions, full or part-time status (and typical number of hours if part-time)
7. City of Hattiesburg's CDBG Microenterprise Application Form

Proposals that fail to include all of the information above will not be considered. Proposals selected by the committee may be required to submit certain business tax information (or personal tax information, depending on the business organization type). Failure or refusal to submit tax information as/when requested will disqualify a proposal.

Copies of the City of Hattiesburg's CDBG Microenterprise Application Form are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Andrew Ellard, Department of Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 2nd day of July 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)
Johnny L. DuPree, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, July 5, 2013; Friday, July 12, 2013

NOTICE OF AVAILABILITY
COMMUNITY DEVELOPMENT BLOCK GRANT
MICROENTERPRISE ASSISTANCE PROGRAM FUNDS

The City of Hattiesburg, Mississippi, in accordance with its 2013 Action Plan (component of the 2013 – 2017 Consolidated Plan) is accepting proposals for Microenterprise Assistance awards. Eligible organizations include for-profit microenterprise organizations operating within the City limits of Hattiesburg, Mississippi. A microenterprise is defined as a business consisting of five (5) or fewer employees including the owner(s). For proposal purposes, it should be known that awards are likely to be capped at $15,000 based on funding availability.

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6. Roster of current employees including names, titles, basic job descriptions, full or part-time status (and typical number of hours if part-time)
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PUBLISHED by Order of the Council on this, the 2nd day of July 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)
Johnny L. DuPree, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, July 5, 2013; Friday, July 12, 2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0391

File ID:	2013-0391	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/25/2013
Brief Title:	Notice to Bidders - Hub City Transit Shelters			**Final Action:**	
				Minute Book Number:	MB2013-193

Title:

Approve and authorize publication of Notice to Bidders for the fabrication and delivery of transit shelters and certain amenities.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	HCT_BidA-Shelters_Advertisement, HCT_BidA-Shelters_BidBook, Hattiesburg Shelter Rendering	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0391

Title

Approve and authorize publication of Notice to Bidders for the fabrication and delivery of transit shelters and certain amenities.

Summary

Notice to Bidders - Hub City Transit Shelters

Budget Information

Expenditure Type

Purchasing Item

Sealed Bid

Publication Information

Publish Hattiesburg American July 5 & 12, Clarion Ledger July 5 & 12, and American Public Transportation Association publication(s) July 15.

ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE A – FURNISH BUS SHELTERS

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on **Thursday, July 25, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

Work consists of the following:

1. **Base Bid:**

   Engineer, fabricate, and deliver four (4) new bus shelters packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

2. **Alternate Bid Items:**

   At the direction of the City of Hattiesburg, engineer, fabricate, and deliver up to six (6) additional bus shelter packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

It is the City's intention to provide the Contactor in advance of fabrication the final amount of bus shelter packages to be delivered under this contract.

The contract time is **60** consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications referred to herein.

Bidders can download a copy of the Contract Documents for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any future addendums will be located in the same location. Or if the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to *CDM Smith Inc*. The Contract documents will be delivered via priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

Stuart Healy, PE
Project Manager
CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464
(843) 972-4546
healysf@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as a bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed and delivered to City Clerk, City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS prior to the hour and date assigned above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format:

(Upper Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

(Lower Left Hand Corner)

Bid for Construction of:
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE A – FURNISH BUS SHELTERS

The City of Hattiesburg reserves the right to reject any or all proposals, to wave technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60** consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the **60** calendar days that work is not completed.

This the 2nd day of July, 2013.

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD, MAYOR

Contract Documents & Specifications

Hub City Transit Bus Shelter ADA Accessibility Project

Bid Package A – Furnish Bus Shelters

City of Hattiesburg
Hattiesburg, Mississippi
Forrest County

July 2013

Prepared by:



6/25/13

CDM Smith Inc.

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ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE A – FURNISH BUS SHELTERS

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The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications referred to herein.

Bidders can download a copy of the Contract Documents for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any future addendums will be located in the same location. Or if the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to *CDM Smith Inc*. The Contract documents will be delivered via priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

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The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

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Bidder's Address

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City of Hattiesburg
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(Lower Left Hand Corner)

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BID PACKAGE A – FURNISH BUS SHELTERS

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The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **60** consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the **60** calendar days that work is not completed.

This the 2nd day of July, 2013.

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD, MAYOR

PROPOSAL

PROPOSAL FOR THE CONSTRUCTION OF PROJECT
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE A – FURNISH BUS SHELTERS
IN THE CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Specifications, and the Proposal Form; all of which are acknowledged to be a part of the proposal and has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the City of Hattiesburg under this proposal, to execute within ten (10) days, in accordance with such award, a contract with necessary surety bonds, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

(1) The Bidder agrees to begin work within **10** calendar days from date of contract notice to proceed.
(2) The Bidder represents and agrees to complete the entire project in **60** calendar days.
(3) The Bidder agrees to pay, or have money withheld, as liquidated damages in the amount of **Five Hundred Dollars ($500.00) f**or each consecutive calendar day in excess of the contract time specified.
(4) The Bidder acknowledges receipt of the following ADDENDA:

ADDENDA No._____Date_____ ADDENDA No._____Date_____
ADDENDA No._____Date_____ ADDENDA No._____Date_____

This contract includes a Base Bid and Alternate Bid Items. The City of Hattiesburg reserves the right to select the Base Bid and any combination of Alternates Bid as it deems fit.

Submitted this _____day of _____, 2013.

Name of bidder: _____

Address: _____

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of **60** days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of the public statute laws of the State of Mississippi. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____ (corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of Mississippi and it is authorized to do business in this State.

_____ _____
Firm Name Date

_____
Authorized Signature

_____ HUB City Transit Bus Shelter ADA Accessibility Project
Bid Package A – Furnish Bus Shelters
Title Name of Project

_____
Address of Firm

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____ _____as PRINCIPAL, and _____as SURETY, who is duly licensed to act as corporate surety in the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, Mississippi, a municipal corporation, as Obligee, in the penal sum _____ Dollars, as 5% Bid Bond, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 2013. The condition of this obligation is such, that whereas, the said Principal is herewith submitting the attached proposal for _____ _____ and the Principal desires to file this bid bond in lieu of making the cash deposit as required by general statutes, as amended.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bonds for the faithful performance thereof, and the payment of all sums due for labor and materials, within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give bonds as required by general statutes, as amended, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Name of Principal

(IF APPLICABLE)

By: _____
(Indicate Capacity)

ATTEST:
By:_____
(Indicate Capacity) (AFFIX CORPORATE SEAL IF APPLICABLE)

_____
Name of Corporate Surety

By: _____
(ATTACH POWER OF ATTORNEY) Attorney-in-Fact

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR CITY OF HATTIESBURG CONTRACTS

DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The City may contract with various categories of legal entities, and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each.

   (A) If the contract is with an individual, that individual should sign the agreement exactly as his name is set out. If the contract is with an individually-owned business, the contract should be with the individual owner, and not the named business. Optional: "John Jones, d/b/a (doing business as) Jones Plumbing".

   (B) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than the president or vice president should attach documentation of his authority to execute and bind the company.

   (C) Corporations providing professional services such as legal, architectural, engineering, and accounting services, can be recognized by the "P.A." designation following the firm name. The same rules for corporate execution (including the requirement for a corporate seal, and attestation) apply in these instances.

   (D) If the agreement is with a general partnership, all partners should execute unless an authorized partner is designated to execute. Documentation of such should be attached.

   (E) A limited partnership is a general partnership with one or more limited partners (who have limited financial liability in the business and no management authority). A general partner (with capacity indicated) must sign contracts of this type, with the signature properly witnessed and/or acknowledged.

   (F) A limited liability company (LLC) is a relatively new form of business organization in Mississippi. "Managers" or "Managing Members" of LLC's may sign such contracts, (with capacity indicated), and with signature(s) properly witnessed or acknowledged.

   (G) Voluntary associations, either for profit or non-profit, may contract with the City through their chief executive officer(s) (e.g., trustees, board chairman, or (vice) president), with attestation of the signature(s) by the clerical officer (e.g., secretary, clerk or treasurer).

2. After signing the contract, the appropriate notary's acknowledgment, either in the corporate form or individual/partnership form should be completed.

3. The Performance and Payment Bonds should be attached to the Contract package. They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgment form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents.

4. The instrument should not be dated, except by the last person executing the contract, normally the City Clerk.

5. Non-discrimination provisions should be included with the contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.

6. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the City.

7. Five (5) original copies of the contract are sent to the Contractor for execution. These five (5) originals should be signed and returned to the City of Hattiesburg for final execution, after which two copies will be returned to the Contractor. One copy may be retained by the Contractor and the other, for the use of the bonding company(s).

CONTRACT AGREEMENT

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

THIS CONTRACT is made and executed by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter designated as the "CITY" or the "OWNER and_____ _____hereinafter designated as the "CONTRACTOR":

W I T N E S S E T H:

That pursuant to the provisions including all amendments, of the public statute laws of the State of Mississippi, proposals were invited by advertisement in accordance with law for the construction of the improvements hereinafter referred to. All proposals having been duly opened and recorded as provided by law, the City Council of the City of Hattiesburg, at a meeting on the ___ day of _____2013, awarded the contract for said construction to the aforesaid CONTRACTOR, the Contractor's proposal being a part of this contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the CITY, hereinafter specified, the CITY and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

(1) The CONTRACTOR, at his (its) own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following work:

Base Bid:

Engineer, fabricate, and deliver four (4) new bus shelters packages to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

Alternate Bid Items:

At the direction of the City of Hattiesburg, engineer, fabricate, and deliver additional bus shelters packages (up to six (6) additional bus shelter packages) to the City of Hattiesburg for future installation by the City. A bus shelter package includes a bus shelter, bench, bicycle rack and trash receptacle.

(2) In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

Mississippi State Highway Standard Specifications for Road and Bridge Constriction, 2004

The originals of such specifications, schedules, drawings and other documents are on file in the office of

CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464

The CONTRACTOR shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the Director of Federal & State Programs or such other official, employee, or other agent of the CITY as the CITY may designate.

II. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor will accept the prices specified in this contract and in the proposal in full compensation and satisfaction for the performance of this contract and as consideration of this contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required by this contract, and for all risks of every description connected with the said work; and the Contractor shall be responsible for the work and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this contract.

III. TIME OF COMMENCEMENT AND COMPLETION

The work required by this Contract shall be commenced by the Contractor not later than **10** calendar days after the date of Contract notice to proceed and the entire work shall be completed no later than **60** calendar days after the date of notice to proceed.

IV. QUALITY AND WORKMANSHIP

All work under this Contract shall be performed and completed to the satisfaction of the Director of Federal & State Programs of the City of Hattiesburg, or of such other official, employee, or agent of the City of Hattiesburg as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

V. COMPENSATION

In consideration of the performance of this contract and the full completion of the work required of the Contractor by the terms and conditions of the contract, the City agrees to pay to the Contractor the unit prices bid by the Contractor in his proposal payable as follows: Partial payments will be made to the Contractor by the City every forty-five (45) days after work is commenced to the extent of ninety (90) percent of the work then completed as estimated by the Director of Federal & State Programs of the City of Hattiesburg and other officials or other representatives designated by the City. Final estimate of the amount due to the Contractor will be made within forty-five (45) days after the certified completion and final acceptance of all the work required by the contract. Payment to the Contractor by the City of the amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

VI. SURETY BONDS

The CONTRACTOR has furnished and attached hereto a Performance Bond in the penal sum of _____ dollars, and a Payment Bond in the penal sum of _____ dollars covering the faithful performance of this Contract and the payment of all obligations arising hereunder, in such form and content as the CITY may prescribe and with surety approved by the CITY. Should any surety upon the bond for the performance of this Contract become unacceptable to the CITY, the CONTRACTOR must promptly furnish additional security as may be required from time to time by the CITY to protect the interests of the CITY and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

VII. CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.

It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Hattiesburg relating to work done in the public streets or other public property of the City.

The CONTRACTOR has provided and attached hereto a Certificate of Insurance indicating compliance with the insurance requirements set forth below and applicable hereto.

Workers' Compensation Insurance - Limits of no less than the statutory minimum required by the State of Mississippi for each accident, each employee and policy limit. Waivers of Indemnity will not be accepted by the City of Hattiesburg.

Commercial General Liability - Combined single limits of no less than $1,000,000 each occurrence and $2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability. 'City of Hattiesburg is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

Commercial Automobile Liability - Limits of no less than $1,000,000 Combined Single Limit. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought onto a City of Hattiesburg site. 'City of Hattiesburg is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

VIII. AMENDMENTS AND MODIFICATIONS

The following additional provisions and/or changes in the foregoing provisions of the Contract have been made in this Contract prior to its execution:

(Indicate changes, if any) _____

_____

IX. CONTROLLING LAW

This agreement, regardless of where executed and performed, shall be governed by and construed in accordance with the Law of the State of Mississippi. The venue for disputes arising under this Contract shall be courts held in Forrest County, whether State or Federal.

X. **NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS**

The Contractor and Owner *(City)* hereby acknowledge that the Owner has acquired, or is in the process of acquiring, permanent easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements or other property interests) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE CITY WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE CITY OF HATTIESBURG. Accordingly, the Contractor will be solely responsible for such actions, and hereby agrees to hold harmless and indemnify the City from all actions, claims, liabilities, and costs, including the payment of attorney's fees, arising from such actions. The Contractor further acknowledges that the City may deduct or set-off from payments otherwise due the Contractor under the Contract sums reasonably estimated to represent the City's liabilities or costs resulting from such trespass, occupancy or intrusions onto private property.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the City in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the City of Hattiesburg, and its Contract with the City of Hattiesburg, and that the Contractor will be solely responsible for activities carried out on such areas.

I have read and understand the City of Hattiesburg's policy as stated above.

_____

Signature Date

_____

Printed Name

_____

Title

XI. INCORPORATION OF DOCUMENTS

All documents and other items physically attached to this CONTRACT and all other documents incorporated hereinto by reference are to be considered fully a part of the CONTRACT.

THIS CONTRACT is entered into this, the _____ day of _____, 20____.

(PLEASE THOROUGHLY EXECUTE AND ACKNOWLEDGE THIS INSTRUMENT)

THE CONTRACTOR

_____
(Name)

By: _____

_____
(Subscribe and indicate capacity)

(IF CORPORATE)

ATTEST:
By: _____
(Ass't) Corporate Secretary

(AFFIX CORPORATE SEAL)

THE OWNER

City of Hattiesburg

By: _____
Mayor, Johnny L. DuPree, PhD

(AFFIX CITY SEAL)

ATTEST:
By: _____
(Ass't) City Clerk and Treasurer

(PLEASE COMPLETE ACKNOWLEDGMENTS)

(CORPORATE ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF_____

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of_____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(INDIVIDUAL/PROPRIETORSHIP ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(PARTNERSHIP ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____ general partner of _____, personally appeared before me this day and acknowledged the execution, with proper authorization, of the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page _____, in the _____ County Registry, and that the instrument is the act and deed of the partnership.

This is the _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this ____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF _____

I, _____, a Notary Public for said State and County, do hereby certify that _____, Manager of _____ _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument, with proper authorization, on behalf of the company.

This is the _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this ___ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

NON-DISCRIMINATION ASSURANCES

It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote.

This provision being incorporated for the benefit of the City of Hattiesburg and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

(THESE PROVISIONS SHALL BE PHYSICALLY ATTACHED TO AND ARE AN INTEGRAL PROVISION OF THE REFERENCED CONTRACT)

CONTRACTOR:_____

SIGNED: _____
PRESIDENT/AUTHORIZED OFFICER

TITLE: _____ **DATE:** _____

DISADVANTAGED BUSINESS ENTERPRISE

Policy

The City of Hattiesburg has established a Disadvantage Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg has received Federal financial assistance for this project, and as condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also City policy:

1. To ensure non-discrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate in DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside DBE program

Liaison Officer

The Director of Department of Federal and State Programs of the City of Hattiesburg has been delegated as the DBE Liaison Officer. In that capacity, the Director of the Department of Federal and State Programs is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the U.S. Department of Transportation.

Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

Federal Financial Assistance Agreement

The City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The City of Hattiesburg 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 nondiscrimination 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 City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction 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 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)
The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

DBE Financial Institutions
It is the policy of the City of Hattiesburg to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg have made the following efforts to identify and use such institutions. Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Prompt Payment Mechanisms
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contract receives from the City of Hattiesburg. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Directory
The City of Hattiesburg maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as DBE. The City of Hattiesburg will use the Directory of the State of Mississippi Department of Transportation List of Certified DBE Contractors. The Directory

will be made available at the City of Hattiesburg City Clerk's Desk. The City of Hattiesburg participates in a combined statewide directory due to the Uniform Certification Program.

Monitoring and Enforcement Mechanisms

The City of Hattiesburg will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

2. The City of Hattiesburg will consider similar action under out own legal authorities, including responsibility determinations in future contracts.

3. The City of Hattiesburg will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by the State of Mississippi UCP Committee.

4. The City of Hattiesburg will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Goals

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of Recipient] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **two (2%) percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

(1) the names and addresses of DBE firms that will participate in the contract;
(2) a description of the work that each DBE firm will perform;
(3) the dollar amount of the participation of each DBE firm participating;
(4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) if the contract goal is not met, evidence of good faith efforts.

Certification Process

The City of Hattiesburg will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certification decisions will be made based on the facts

presented as a whole.

For information about the certification process or to apply for certification, firms should contact:

Department of Federal and State Programs
HPFL-MPO Division Manager
P.O. Box 1898 (308 Newman Street)
Hattiesburg, MS 39403-1898

Certification application forms and documentation requirements are found in Forms 1 and 2 of this contract.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Attachments

Certification Application Forms

This application can be obtained from the Mississippi Department of Transportation Website.

http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/UCP_Application.pdf

Procedures for Removal of DBE's Eligibility

The procedure for removal of DBE's Eligibility can be obtain from the Mississippi Department of Transportation website listed below:

http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/DBE%20Program%20Manual%202010.pdf

Regulations: 49 CFR Part 26

The regulations may be reviewed on the Mississippi Department of Transportation Website listed below:

http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/DBEProgram%20Manual%202010.pdf

PERFORMANCE BOND FOR CONTRACT

NOW ALL MEN BY THESE PRESENTS, that we, _____ _____the PRINCIPAL, hereinafter called Principal, and _____ _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the City of Hattiesburg, hereinafter called the City, in the penal sum of $ _____ _____ _____DOLLARS ($_____) the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City, numbered as shown above and hereto attached;

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of such modifications to the Surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-mentioned parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 20____.

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

_____

By: _____

ATTEST: (Indicate Capacity)
PRINCIPAL

_____
Secretary (AFFIX CORPORATE SEAL IF APPLICABLE)

_____

ATTEST: By: _____

(Indicate Capacity)
SURETY_____

STATE OF_____
COUNTY OF_____

Personally appeared before me the undersigned Notary Public, _____, who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of_____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)
_____

(CORPORATE ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF_____

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____day of_____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)
_____

STATE OF_____
COUNTY OF_____

I, _____, a Notary Public duly commissioned and qualified to act in_____ County, STATE OF _____ do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, duly sworn, says that he executed the foregoing and attached Bond, dated _____, 20___, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, STATE OF _____, on the _____ day of _____, 20_____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

PAYMENT BOND FOR CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____the PRINCIPAL, hereinafter called Principal, and _____ _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the City of Hattiesburg, hereinafter called the City, in the penal sum of _____ _____ DOLLARS ($_____) the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City as referenced above and hereto attached;

NOW, THEREFORE, if the principal shall promptly make payment to all person supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS THEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives pursuant to authority of this governing body.

Signed and sealed this _____ day of _____, 20____.

(ATTACH POWER OF ATTORNEY, IF APPLICABLE)

_____

By: _____

ATTEST: (Indicate Capacity)
PRINCIPAL

_____
Secretary

(AFFIX CORPORATE SEAL IF APPLICABLE)

_____

ATTEST: By: _____

(Indicate Capacity)
SURETY

_____

STATE OF _____
COUNTY OF _____

Personally appeared before me to the undersigned Notary Public, _____ _____, who, being first duly sworn, acknowledged edged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CORPORATE ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF_____

This is to certify that on the ____ day of _____, 20____, before me personally came _ _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

STATE OF_____
COUNTY OF_____

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, STATE OF _____, do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, dated _____, 20_____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, STATE OF _____, on the _____ day of _____, 20_____, being recorded in Book Number _____ , Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package A – Furnish Bus Shelters

City of Hattiesburg
County of Forrest
State of Mississippi

In the State of_____County of _____, _____ _____ being duly sworn, deposes and says that they are _____ _____of _____ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under City of Hattiesburg **Hub City Transit Bus Shelter ADA Accessibility Project / Bid Package A – Furnish Bus Shelters;** and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

_____

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

BID PROPOSAL

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package A – Furnish Bus Shelters
City of Hattiesburg, MS
Forrest County

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT AND ITEM TOTALS ARE ENTERED AND THE BID CERTIFICATE LOCATED AT THE END OF THE BID PROPOSAL ON PAGE BP-2 IS SIGNED.

BIDDER ACKNOWLEDGES THEIR TOTAL OFFICAL BID CONSTITUTES THE SUMMATION OF THEIR TOTAL BASE BID AND THEIR TOTAL ALTERNATE BID. BIDDER ACKNOWLEDGES THAT THE CITY OF HATTIESBURG HAS THE RIGHT TO CHOOSE TO PERFORM ALL, ANY, OR NONE OF THE ALTERNATE BID ITEMS UNDER THIS CONTRACT, AND ACKNOWLEDGES BY RECEIVING DIRECTION FROM THE CITY TO PERFORM ONLY ONE ALTERNATE OR NEITHER ALTERNATES MAY RESULT IN A CONTRACT VALUE LESS THAN THE ADDITION OF THE TOTAL ALTERNATE BID ENTERED BELOW PLUS BASE BID.

BIDDER ACKNOWLEDGES THAT FAILURE TO PROVIDE A BID PRICE FOR EACH ITEM WILL CONSTITUTE AN IRREGULAR BID AND WILL BE REJECTED.

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURRACY AND CERTIFIES THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BASE BID					
ITEM	**DESCRIPTION**	**QUANT.**	**UNIT**	**UNIT PRICE**	**ITEM TOTAL**
1	Bus Shelter and Amenities Fabricated and Delivered (No Installation) - Four Units	NEC	Lump Sum		
				TOTAL BASE BID	

ALTERNATE BID ITEMS					
ITEM	**DESCRIPTION**	**QUANT.**	**UNIT**	**UNIT PRICE**	**ITEM TOTAL**
ALTERNATE BID					
2	Additional Bus Shelter and Amenities Fabricated and Delivered (No Installation)	6	Each		
				TOTAL FOR ALTERNATE BID ITEMS	

BID PROPOSAL

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package A – Furnish Bus Shelters
City of Hattiesburg, MS
Forrest County

TOTAL BID	
	TOTAL
TOTAL BASE BID	
TOTAL ALTERNATE BID ITEMS	
TOTAL BID	

THE UNDERSIGNED DECLARES THAT THE PERSON SIGNING THIS PROPOSAL IS FULLY AUTHORIZED TO SIGN THE PROPOSAL ON BEHALF OF THE FIRM LISTED AND TO FULLY BIND THE FIRM LISTED TO ALL THE CONDITIONS AND PROVISIONS THEREOF.

Bidder's Signature_____ **Date** _____

Bidders Printed Name and Position in the Company _____

Bidder's Company _____

WAGE RATE DETERMINATIONS

The U.S. Department of Labor Wage Rates applicable to this Contract can be found on the U.S Department of Labor website Wage Determination OnLine.gov or http://www.wdol.gov/. Wage Rate Decision Number (WDs) for this contract can be accessed under the Davis-Bacon Act (DBA) portal and providing the appropriate selection criteria for the contract.

GENERAL CONDITIONS

1. **Definitions:**

(a) The contract documents shall consist of the Contract, the accepted Proposal, the General Conditions of the Contract, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.

(b) Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by contract.

(c) Whenever the term "City Engineer" is mentioned, it is understood to mean the City Engineer of Hattiesburg, Mississippi, his assistant or duly authorized agent. The City Engineer shall make all necessary explanations as to the meaning and intent of the Specifications and may correct any errors or omissions in same which is necessary for the proper fulfillment of its intentions.

(d) Whenever the term "City" is used, it is to mean the City of Hattiesburg, Mississippi.

(e) The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.

(f) The "Mississippi Department of Transportation Standard Specifications for Roads and Bridge Construction", latest edition shall be considered a part of these specifications in instances to which they are referred.

2. **Bidders Disqualification**:

2.01 That the City of Hattiesburg may disqualify bidders from participation in bidding and award of contracts for city construction projects based on the following conditions existing simultaneously:

A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty (20%) percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.

B. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty (20%) percent. The percentage of work completed will be the dollar value of the work complete as defined above divided by the current contract amount as defined above. The percentage of contract time

GENERAL CONDITIONS

elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.

2.02 The City of Hattiesburg shall not include any late days which are caused by the City in any of his calculations directed at determining bid status.

2.03 Any contractor who wishes to contest the decision of the City of Hattiesburg declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Engineer, the notice of appeal, and the Contractor's current status on any other current City contracts and its performance on any other contracts to which the contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.

2.04 Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.

3. **Intent of Documents**:

The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4. **Detail Drawings and Instructions**:

The City Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.

5. **Progress Schedule**:

The Contractor shall submit for approval by the City Engineer prior to the pre-construction conference, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various operations of the work. The progress schedule shall be in graphic form and if required, in accordance with the form supplied by the City.

6. **Contractor's Understanding**:

GENERAL CONDITIONS

It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.

7. **Superintendence by Contractor**:

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Hattiesburg on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.

8. **Materials, Appliances, Employees**:

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. **Technical Specifications and Drawings**:

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City of Hattiesburg without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

10. **Royalties and Patents**:

The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof,

GENERAL CONDITIONS

except that the City shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the City Engineer.

11. **Permits**:

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stipulated.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise stipulated.

12. **Protection of Work and Property**:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and private property from injury or loss arising in connection with this contract. The Contractor shall make good any such damages, injury or loss, except such as may directly be due to errors in the contract documents or caused by agents or employees of the City.

13. **Cooperation with Utility Owners**:

Prior to the beginning of construction, the City will notify all utility owners known to have facilities affected by the construction of the project and will make arrangements for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his contract.

The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.

The Contractor shall cooperate with the utility owner, and/or the owner's representative, in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the City.

In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.

GENERAL CONDITIONS

Existing fire hydrants shall be kept accessible to fire department personnel at all times.

Prior to submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

14. **Inspection of Work**:

The City Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the City Engineer's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the City Engineer timely notice of its readiness for inspection. Inspections by the City Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for examination at the Contractor's expense.

15. **Changes in Work**:

The City, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract by a change order. In the event of a proposed change in the contract or any extra work, the Contractor shall notify the City Engineer in writing within 10 days from the occurrence stating what effect, if any, such change is claimed to have on the official project schedule. Any claims for extension of time caused by the changes shall be addressed and adjusted at the time ordering such changes.

The value of any such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance of a lump sum.

GENERAL CONDITIONS

(b) By unit prices named in the contract or subsequently agreed upon.
(c) By cost and percentage or by cost and a fixed fee.

16. **Conformity with Plans and Specifications**:

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, or indicated in the specifications.

In the event the City Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the City Engineer agrees that the work is to be accepted, he will have the authority to make such adjustment in contract price as he deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.

In the event the City Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the City.

17. **Liquidated Damages and Delays**:

b. Liquidated Damages. If the work cannot be completed within the time stipulated in the contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City of Hattiesburg, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the contract and the Contractor and his sureties shall be liable to the City of Hattiesburg for the amount thereof. Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of **Five Hundred Dollars ($500.00)** per day. This will be adjusted and assessed on a monthly basis at the time of each partial payment request based on the Contractor's progress in comparison with the approved progress schedule.

b. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

(1) Any act or omission of the City outside the scope of the contract, including extra work; acts of God; unusually severe and abnormal weather conditions; acts of any other contractor in the performance of work for the City; or other conditions, events, or circumstances beyond the control and without the fault or negligence of the Contractor, which the Contractor

GENERAL CONDITIONS

could not have reasonably anticipated; or

(2) Any delay of any Subcontractor occasioned by any of the causes specified in subparagraph (1) above.

Provided, however, the Contractor shall provide written notice to the City Engineer within ten (10) days from the occurrence, condition, event, or other cause which is claimed to have delayed the completion of the work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the contract work, and shall state in what respects, if any, the contract completion deadline should be revised, and the reasons therefore. No claim by the Contractor for an extension of time for completion shall be considered unless notice of such delay claim is given the City in accordance with the provisions of this subparagraph.

c. No Damages for Delays The City shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the City for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the City outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and exclusive remedy in the event of his inability to achieve completion by the contract deadline due to claimed delays shall be an extension of the contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

18. **Opening Sections of Project to Use by Public**:

The City of Hattiesburg, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications; and if, in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodations for which it was intended. On such sections which are open, the Contractor shall conduct the remainder of his operations so as to cause the least obstruction to public use of the facility. The Contractor shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, by reason of such openings.

The Contractor shall not be responsible for any maintenance cost due directly to the use of such sections. The period of guarantee stipulated in Section 51 - Guarantee of Work, shall not begin to run until the date "of release of final inspection punch list items" for all work which the contractor is required to construct under this contract.

19. **City's Right to do Work**:

GENERAL CONDITIONS

If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the contract, the City, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20. **Correction of Work Before Final Payment**:

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the City Engineer as failing to conform with the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

21. **Final Inspection, Clean Up and Project Final Acceptance**:

21.01 Final Inspection

a. When the improvements contained in this contract are substantially completed, the Contractor shall notify the City Engineer in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the City Engineer having charge of the inspection. If the City Engineer determines that the status of the improvements are accurately represented, the City Engineer will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the City Engineer's representatives and the Contractor. The Final Inspection Team may also include representatives of each department of the City of Hattiesburg as well as a representative of the Mississippi Department of Transportation.

b. The Final Inspection Team, on the date agreed upon in 21.01(a), shall make a thorough visual inspection to insure that the project is satisfactorily completed according to the plans and specifications of the contract and that all clean up work is complete.

c. The Final Inspection Team, following the final inspection, shall prepare a written list of the deficient items and clean up work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time, agreed upon with the Contractor, allowing for the completion of the deficient items and clean up work. A copy of the list shall be mailed to the Contractor.

GENERAL CONDITIONS

21.02 Clean up Work

Clean up work shall include cleanup of trash in the rights-of-way. It shall also include a final mowing of the grass in the rights-of-way. Grass on the rights-of-way shall not exceed 8 inches in height at the time of final acceptance. Clean up and mowing along slopes may be required as directed by the City Engineer.

21.03 Project Final Acceptance

The Contractor, after finishing all cleanup work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and cleanup work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the City Engineer 's Representative to issue the Final Acceptance Document.

22. **Payments to Contractor and Retainage**:

22.01 Partial Payments

a. Partial payment will be based upon progress estimates prepared by the City Engineer once each month on the date established by the City Engineer.

b. Monthly or partial payments made by the City of Hattiesburg to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Hattiesburg. Such payments shall not constitute a waiver of the right of the City of Hattiesburg to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the City of Hattiesburg in all details.

22.02 Retainage

Retainage in the amount of **10%** of the total invoice request will be withheld from each progress payment and paid to the Contractor with the final payment once all punch-list items have been satisfactorily completed and the project has been fully accepted by the City of Hattiesburg.

22.03 Final Payment

a. After final inspection and acceptance by the City of Hattiesburg and City Engineer of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices

GENERAL CONDITIONS

multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.

b. The City of Hattiesburg before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the City of Hattiesburg deems the same necessary in order to protect its interest. The City of Hattiesburg, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.

c. Withholding of any amount due the City of Hattiesburg as "Liquidated Damages", shall be deducted from payments due to the Contractor.

23. **City's Right to Terminate Contract**:

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the City Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the City Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it 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 shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City Engineer.

24. **Contractor's Right to Stop Work or Terminate Contract**:

If the work should be stopped under an order of any Court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the City Engineer, stop work or terminate this contract and recover from the City payment for all work executed and loss sustained upon any plant or materials and reasonable profit and damages.

GENERAL CONDITIONS

25. **Liability Insurance**:

The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and such other insurance as will protect him and the City from any other claims for damages for property damage and personal injury, including death, which may arise from operations under this contract whether such operations be by himself, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of insurance shall be filed with the City Engineer, if he so requires, and shall be subject to his approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted.

26. **Care of Work**:

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Hattiesburg.

b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Hattiesburg. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Hattiesburg as provided in Section 15 - Changes in Work.

c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Hattiesburg from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Hattiesburg may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GENERAL CONDITIONS

e. Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

27. **Indemnity**:

The Contractor shall indemnify, save harmless, and defend the City against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, his agents and employees, in the execution of work or in the guarding of it.

28. **Safety and Accident Prevention**:

28.01 General

The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

a. All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.

b. The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

c. The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

28.02 Records

The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Hattiesburg with reports concerning these matters.

28.03 Indemnity

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The Contractor shall indemnify and save harmless the City of Hattiesburg from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

29. **Trenches**

All trenches shall be back-filled and made safe at the end of each workday. Payment for installation of utility and drainage lines that requires open cut to existing pavement shall include the cost of pavement for repairs (including pavement saw cut and removal) as incidental to the installation of the utility. No separate payment will be made for this work unless otherwise specifically mentioned in this contract.

30. **Sanitary Facilities**:

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Hattiesburg. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

31. **Use of Premises**

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the City of Hattiesburg and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the City of Hattiesburg and the ordinances and codes of the City of Hattiesburg, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32. **Liens**:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of the contract, or receipts in full in lien thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City Engineer, to indemnify the City against any

GENERAL CONDITIONS

lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the contractor's request for final payment.

33. **Working Time Restrictions**:

No work on or blockage of existing through traffic lanes and/or special turn lanes shall occur during the hours of **7:00 a.m.-9:00 a.m.** or **4:00 p.m.-6:00 p.m**., Monday through Friday or as directed by the City of Hattiesburg. Work adjacent to traffic lanes may occur during these hours if proper signage and safety precautions are effected as described in latest edition of the Manual on Uniform Traffic Control Devices.

34. **Assignment**:

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the City of Hattiesburg.

35. **Citizen Notification**:

The Contractor shall be responsible for notifying, in writing, all property owners/residents directly affected by this project just prior to beginning construction. A copy of this notification shall be submitted and approved by the City Engineer prior to its issuance to the residents. This also includes all businesses whether owned, leased or rented by the property owner of record. Property owner addresses will be provided to the contractor by the City Engineer. Notices are to be mailed and/or hand delivered.

36. **Separate Contracts**:

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work.

37. **Subcontracted Work and Subcontractors**:

a. The Contractor shall perform a minimum sixty (60%) percent of the work under the contract with his own forces. Unless otherwise stated elsewhere in the contract, the Contractor shall not subcontract more than 40% of the work stipulated in this contract.

b. The Contractor shall, as soon as practicable after the signing of the contract, notify the City Engineer in writing of the names of subcontractors proposed for the work and shall

GENERAL CONDITIONS

not employ any subcontractors that the City Engineer may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the City.

c. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the City Engineer. A period of seven (7) days minimum is required for the approval of a subcontractor.

38. **Points and Instructions**:

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the City Engineer for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

39. **Status of City Engineer**:

The City Engineer shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

40. **City Engineer's Decision**:

The City Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the City Engineer shall be final.

41. **Lands for Work**:

The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

GENERAL CONDITIONS

42. **Cleaning Up**:

Immediately prior to final inspection for release of payment, the Contractor shall, as directed by the City Engineer, remove from the City's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his own operations. Rubbish and waste materials shall include, but not limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

43. **Access to Property**:

The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.

44. **Safeguards**:

The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours and points of danger.

45. **Survey Construction**:

1. The Contractor shall furnish all surveys.

2. The Contractor shall set sufficient points to establish work limits and grade and shall be responsible for preserving all stakes and marks, or replacing if damaged or removed during the course of work.

46. **Unit Bid Price**

The unit bid price on the items in this contract includes furnishing, installing, completely in place and accepted unless otherwise mentioned in this contract documents.

47. **Materials Sampling and Testing**:

All tests of material shall be made by a recognized and approved testing laboratory submitted by the Contractor to the City Engineer for approval. The expense of such tests shall be borne by the Contractor unless otherwise specified.

48. **Tools, Plant and Equipment**:

If at any time before the commencement or during the work, tools, plant, or equipment appear to the City Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the City Engineer may order the Contractor to increase

GENERAL CONDITIONS

their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the City Engineer to give such an order shall not relieve the Contractor to secure the quality of work and the rate of progress necessary to complete the work within the time required.

49. **Measurement of Quantities**:

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications designate the manner in which the measurements of the various types of work shall be performed.

50. **Project Time Defined**:

Project time shall consist of all calendar days, including weekends and holidays, from the contract notice to proceed date through the specified number of days allowed for the completion of the project in the contract document. The Contractor has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or abnormal rainfall during the remainder of the calendar year.

51. **Guarantee of Work**:

The Contractor shall guarantee his work performed under his contract against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the work.

52. **Force Account Work**:

Force account reports shall be submitted to and approved by the City Engineer within five (5) days following completion of the work. Failure on the part of the Contractor to submit such a report on time may result in refusal to pay for the work done.

53. **Disposal of Construction Waste Materials**

Disposal of all waste material from construction sites shall be made in strict accordance with all City ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished the City Engineer granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

GENERAL CONDITIONS

54. **Contractor License**:

All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of Mississippi whether he (they) is/are a resident or nonresident of this state, and shall be advised that they must show evidence of a licensure in Mississippi before the bid is considered.

55. **Point of Contact and Emergency Work Crew**:

The Contractor upon start of construction shall provide the Engineer with names, addresses, and telephone numbers of two people to be contacted after office hours in case of emergency. The Contractor and/or the Contractor's subcontractors shall provide emergency contacts with access to an immediate repair crew with adequate trucks and other equipment available when needed to make repairs, clean-up, signing and other work required in connection with this contract. This repair crew shall be on call during non-working hours and during weekends and holidays. The name, address and phone number of at least two responsible members of this crew shall be provided the City Engineer or his representatives prior to beginning any work. The members of this crew shall be based, reside, live or stay in Forrest County during the periods that they are on call. Should this "emergency" crew be unavailable for any reason when needed, the City shall have the right to have the required work performed by the quickest means available and the Contractor shall be back-charged at a rate of two (2) times the total cost to the City.

56. **Construction Water**:

A. Contractors are responsible for securing adequate construction water for their job sites.

B. If necessary, all construction water usage from the City must be metered and will be billed to the Contractor. The Contractor must make arrangements with the City to make the applicable arrangements for billing the water usage. If the Contractor provides his own meter it must meet City standards for the meter and include a backflow device.

E. Contractors observed using unmetered water will be fined by the City of Hattiesburg in accordance with City Code provisions.

57. **Traffic Control**

The Contractor shall provide all traffic control devices and signs to warn the traveling public in accordance with the plans, the MDOT Standard Specifications, and the latest edition of the Manual of Uniform Traffic Control Devices. Traffic shall be maintained at all times during the hours defined in this Contract, unless otherwise required by the traffic control plan or agreed to by the City of Hattiesburg.

The Contractor shall indemnify and save harmless the City of Hattiesburg and all its officials, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or sustained in.

GENERAL CONDITIONS

58. Right of Way and Construction Easements

The City has procured or is in the process of procuring construction easements at each individual bus shelter site. The Contractor will coordinate entrance into adjacent property with the City and understands that some of the temporary construction easements may not be procured at the time of construction. All coordination efforts with the City and Engineer on this project will be incidental to the project.

The Contractor shall comply to the conditions of right of way agreements made with several property owners impacted by this project and included as a part of this contract. All other right of way agreement issues will be completed by the Contractor, and no separate measurement or payment will be made as all construction necessary to complete the work will be considered incidental to other items in the contract.

59. Dust Control:

The Contractor shall, as directed by the Engineer, provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the City Engineer notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the City Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the City Engineer may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

60. Soil Erosion Control

60.01 Grading, Inspection and Maintenance:

Soil erosion control measures shall be installed as described prior to any land disturbing work being done. The Contractor may phase the project pending approval by the City Engineer. All erosion control measures must be inspected by the City of Hattiesburg City Engineer – City's Conservation and Erosion Section upon notification by the Contractor.

All erosion control measures must be maintained so that they prevent soil erosion and sediment losses throughout the project, and will remain in place until the denuded areas are stabilized and the seed has germinated. The entrapped sediment from all temporary measures shall be removed when 50% of the original sediment storage capacity has been depleted.

The City will inspect stabilized areas and point out sections that need rework to the City Engineer or Project Inspector who will instruct the Contractor to perform the work

GENERAL CONDITIONS

necessary, at the Contractor's expense, to bring those areas into compliance with soil erosion rules and regulations.

60.02 Failure to Perform Erosion Control Work:

Failure on the part of the Contractor to perform erosion control work as directed will result in the City Engineer notifying the Contractor to comply with these provisions. In the event that the Contractor fails to begin such remedial action or fails to begin erosion control work within 24 hours after receipt of such notice with adequate forces and equipment, the City Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the City Engineer may choose to suspend the Contractor's operations on the project until all erosion problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

61. Fuel adjustment

Contractor is advised that NO FUEL OR MATERIAL ADJUSTMENT, as addressed in Subsection 109.07 for the MDOT Standard Specifications, will be allowed on this project.

62. Material Tickets

When requested by the City Engineer, the Contractor shall turn in all material tickets for the purpose of measurement / payment.

63. Personnel Parking

No personnel involved with construction operations shall park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.

There will be no direct payment for the work cover by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

64. Protection of Existing Plants

The work under this item shall consist of the protection of selected trees, shrubs, or other woody plants.

Plant protective fencing shall be installed prior to beginning any construction on this project. Plant protective fencing shall be constructed at the locations as directed by the Plans and in accordance with City requirements. The fencing shall be maintained in place until all construction operations in that particular area are complete. At completion, only light grading

GENERAL CONDITIONS

equipment shall be allowed on the plants' roots. Fill dirt no deeper than 2 inches shall be allowed under the limb spread of any plant.

No building materials, dirt, or equipment shall be stored inside the protective fencing.
Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Engineer at the Contractor's expenses. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site (as approved by the engineer) to complete the work.

65. **Grading, Shoulders and Slopes:**

Shoulders and slopes shall be free of all stone and clods that exceed 1 inch in diameter. Fine grading (raking) shall take place just before seeding and mulching. No separate payment will be made for shoulder construction or material for shoulder construction as all work necessary to complete the work will be considered incidental to other items in the contract unless otherwise provided in the contract.

66. **Materials and Equipment Storage and Parking**

When vehicles, equipment, and materials are not being actively used, they shall be moved at least 30 feet away from the edge of any travel way open to traffic (or as directed by the Engineer). All debris shall be immediately moved to a location at least 30 feet from the edge of any travel way open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier, a 5-foot minimum offset from the rail shall be used.

67. **Sidewalk, Driveway, Curb & Gutter Removal and Replacement**

Care should be taken during construction to avoid damaging the existing sidewalk, curb & gutter and pavement outside the immediate construction area. If damaged, it shall be replaced in accordance with the MDOT Standard Specifications for Road and Bridge Construction and City of Hattiesburg standards without extra cost to the City. Prior to construction, the Contractor shall inspect the site and report to the Engineer any damages existing before construction.

The Contractor shall be advised that when a portion of any area of concrete driveways, curb and gutter and pavement must be removed, all areas to be removed shall be defined by a machine-sawed joint, prior to removal. Saw cut of concrete driveway, curb & gutter and pavement are considered incidental to removal unless otherwise provided in the contract.

68. **Maintenance of Mailboxes, Signs, Miscellaneous Appurtenances**

The Contractor shall be required to maintain mailboxes, signs and all miscellaneous appurtenances impacted by construction activities in working order for the duration of construction as directed by the Engineer. Work on the same items shall be done in a timely manner. No separate payment for work on these items will be made as the work will be considered incidental to other items in the contract unless otherwise mentioned in the contract document.

69. Project Completion

GENERAL CONDITIONS

When the project is nearing completion the City will obtain comments from the impacted property owners concerning items that are outstanding, yet to be completed. The Engineer will determine which items have sufficient justification to be included in the final punch-list, and the Contractor will be required to complete these items with no additional payment and in a timely fashion.

70. Videotape of Project Site(s)

The Contractor is strongly encouraged to videotape the project site(s) in its entirety before construction begins, with emphasis on properties adjoining the project, drives, trees, appurtenances and other distinguishing features. Appropriate narration will include location and description of property and physical features. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

END GENERAL CONDITIONS

PROJECT TECHINICAL SPECIFICATIONS

BUS SHELTER AND AMENITIES

1.0 Description

The work specified includes the design, fabrication, and delivery of new bus stop shelter and amenities to the City of Hattiesburg's storage facility located at City of Hattiesburg Mass Transit Station/Bus Yard at 1001 South Tipton Street, Hattiesburg, MS 39401.

All bus stop shelters and amenities must be manufactured 100% in compliance with the "Buy America" clause as described in the "Buy America" documentation included in the bid documents.

The Contractor must receive approval from the City before fabricating any bus shelters or amenities. Once bus shelters and amenities have been approved by the City, the Contractor shall be responsible for fabricating, delivering, and unloading all bus shelters and amenities in accordance with the manufacturer's specifications and recommendations. Shelters and amenities must match aesthetically including colors, textures, patterns, styles, and materials used in the finished installed products.

2.0 Materials

The Contractor shall submit a shop drawing, a plan and elevation drawing, and an isometric drawing of the proposed bus shelter and amenities to the City for approval prior to fabrication. Details concerning materials, aesthetics, and color shall be submitted at the time of the plan drawings to the Engineer for approval.

Bus Shelter: The bus stop shelter shall be three-sided structural steel frame and an arched standing seam metal roof. The shelter shall be approximately 9 foot long at the base and shall accommodate a bench and one wheel chair to comfortably fit side-by-side within the shelter. The shelter shall be a minimum of 40 inches wide. The back panel and two side panels shall be glazed full height and shall contain access in the side panels big enough to display maps or route schedules which can be easily changed as needed. Shelter panels should be set 6 inches off the concrete pad and measure a minimum of 6 feet in height. The arched roof shall overhang the open side of the shelter by a minimum of 18 inches, shall overhang the sides by a minimum of 10 inches, and measure at least 8 feet in height from the concrete pad. Wall panels shall be transparent acrylic or coated polycarbonate. Neoprene gaskets shall be used to set the glazing. Poured sealants will not be permitted.

The shelter, including the structural frame, glazing, roof, and anchorage shall meet state and local code for all required hurricane and wind loads. The frame shall be designed to be stable with or without wall glazing and roof panels. The shelter, including connections, components and anchorage, shall be tamperproof.

Bench: The bench shall be minimum 48-inches wide with seat separators to accommodate two persons

PROJECT TECHINICAL SPECIFICATIONS

and fit comfortably within the bus shelter next to the wheel chair access. The bench shall match the color and style of the shelter itself.

Trash Receptacle: The trash receptacle shall be ribbed construction with a cover to prevent rain water collection and shall match the bench in style and color. The trash receptacle and cover shall be so constructed as to allow easy removal of a full trash bag and the replacement of new bag by City personnel.

Bike Rack: The bike rack shall be a single U-shaped rack made of curved steel post anchored to the concrete pad, primed and then painted the same color as the trash receptacle.

3.0 Construction Requirements

Shelters and all amenities shall be guaranteed against any defects in material and/or workmanship for one full year from the time of erection.

The shelter shall be fabricated in the minimum number of parts or sections which can be transported to the City storage facility in their preglazed sections.

All wall sections shall have structural horizontal members along the top and bottom edges. Horizontal and vertical members shall be factory attached directly to each other. The fasteners shall be completely hidden when the shelter is installed in the field. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners

Anchor flanges shall be similar metal as shelter with sufficient height of 5 inches to provide up to 3 inches of vertical adjustment for possible unlevel site conditions. All mounting hardware shall be factory supplied.

4.0 Method of Measurement / Basis of Payment

Item 1:
The lump sum bid price shall include all costs to provide four (4) new bus shelters and amenities, including bench, trash receptacle, and bike rack shall include fabrication, assembly, transportation, and satisfactorily unloading all material to the City-owned storage facility. The lump sum bid price shall include all material, hardware, mounting hardware (for future installation) design calculations, shop drawings and material submittals, and all labor, equipment and incidentals required for complete delivery according to manufacturer recommendations and as directed by the Engineer.

Item 2:
The cost to fabricate and deliver to the City of Hattiesburg each new bus shelter and amenities, including

PROJECT TECHINICAL SPECIFICATIONS

bench, trash receptacle, and bike rack shall be included in the bid price per each shelter and shall include all costs for fabrication, assembly, transportation, and unloading all material to the City-owned storage facility. The unit price per each shelter shall include all material, hardware, mounting hardware (for future installation) design calculations, shop drawings and material submittals, and all labor, equipment and incidentals required for complete delivery according to manufacturer recommendations and as directed by the Engineer.

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2010; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

NOTE: "BIDDER" AND "CONTRACTOR" ARE USED SYNONYMOUSLY

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1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Use of United States-Flag Vessels. The Contractor agrees:

(1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor’s bill-of lading.)

(3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

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3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31, 18 U.S.C. 1001
49 U.S.C. 5307

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(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

(1) Termination for Convenience (General Provision): The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City for payment. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the

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contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision): The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor two (2) weeks in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions If the Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach: In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

8. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination
In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex
In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

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Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age
In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities
In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

(1) The Federal Fiscal Year goal has been set by the City in an attempt to match projected procurements with available qualified disadvantaged businesses. The City goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for quotation/proposal.

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If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, the City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities is encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also available from the City.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City and will be submitted to the City upon request.

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(e) The CITY will provide affirmative assistance, as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBEs,
- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged Business Enterprise or DBE means a for-profit small business concern:

i. That is at least 51% owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

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iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

10. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than $100,000.

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BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION SHALL BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either Attachment B or Attachment C) SHALL BE SUBMITTED.

11. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of $100,000 or more and prior to the award of the contract.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or

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any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

14. CLEAN AIR REQUIREMENTS

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to the City if they learn that a person involved in a covered transaction has been excluded. The City must then provide written notice to the Federal Transit Administration.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of $25,000 or more and prior to the award of the contract.

17. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Contractor shall submit all disputes arising out of this Purchase Order to the City's Purchasing Manager. Buyer shall submit all disputes to Seller's designated representative. If the parties are unable to resolve the dispute, then they may pursue any remedy they have at law or in equity, except as limited herein.

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18. RIGHT OF PROTEST

49 CFR Part 18 FTA Circular 4220.1F

If a Contractor has a grievance with a solicitation or award, they may protest to the Purchasing Manager within 14 days of award. The written protest shall include the name of the protestor, solicitation/contract number or description, and a statement of the grounds for protest. Protests should be filed with the City Purchasing Manager. The Purchasing Manager will investigate the complaint and decide whether the complaint is justified and if so, what corrective action should be taken. All decisions by the Purchasing Manager are final.

The Federal Transit Administration will only entertain a protest that alleges the City failed to follow the stated protest procedures. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

49 CFR Part 18 FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

20. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

The Contractor is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of the City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

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21. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

22. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with the State of Mississippi regarding prompt payment, to the extent applicable.

It is the responsibility of the subcontractors to notify the City DBE Liaison Officer of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the City will investigate and take appropriate action.

FEDERAL TRANSIT ADMINISTRATION (FTA)
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ATTACHMENT A

CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
   This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq*. apply to this certification and disclosure, if any.

_____ _____
Date Signature of Contractor's Authorized Official

_____
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20__, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT B

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding $100,000. A bid that does not include this certification or the certification under Attachment C will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT C

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding $100,000. A bid that does not include this certification or the certification under Attachment B will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
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ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION
(To be submitted with all bids exceeding $25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public _____

My Appointment Expires _____

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
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Compliance with American Recovery and Reinvestment Act of 2009:

This Contract is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. The Contractor shall satisfy the federal reporting requirements for the contract for both the Contractor and all subcontractors. The Contractor shall provide the required information on appropriate form(s) in the timeframe(s) indicated. The Contractor shall include these reporting requirements in all subcontracts.

DUNS NUMBER

Federal reporting on projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Economic Stimulus Package, require Contractors to report their DUNS number. Visit www.dnb.com and click on "D & B D-U-N-S Number" to obtain a number. It takes a minimum of 30 business days for a new D&B DUNS Number to be processed at no charge. Contractors only need this number if they are awarded the contract and it will not be needed to bid. Once the Contract is awarded, the number will be required on all forms and on the website.

FEDERAL CONTRACTOR SAM REGISTRATION

The Contractor is required to register with the System for Award Management (SAM). The System for Award Management (SAM) combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system, including the Central Contractor Registry (CCR). Registration can be completed at the following web address: *www.sam.gov*

MAINTENANCE OF RECORDS

The Contractor shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of termination of this Contract. The City of Hattiesburg, the FTA, and their authorized agents shall have the right to audit, inspect and copy records and documentation as often as necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The City of Hattiesburg, the FTA, and their authorized agents, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are

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incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

Audits

Contractors of Federal and State funds are to have audits done annually using the following criteria:

- Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

- In the event that a Contractor expends $500,000 or more in federal awards in its fiscal year, the Contractor must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget **(OMB) Circular A-I 33**.

- If a contractor expends less than $500,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a Contractor expends less than $500,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-federal funds.

- Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the City of Hattiesburg by the CONTRACTOR within 21 days of receiving it. The aforementioned items are to be received by the appropriate FTA office no later than 9 months after the end of the Contractor's fiscal year.

Authority of the Comptroller General:

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority:

1. to examine any records of the Contractor or any of its subcontractors, or any State or Local governmental agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2. to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the Contractor, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

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Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy America and Foreign Contractor and Supplier Restriction

See FTA Clause 10 under FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES of this contract.

Equal Employment Opportunity

Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Equal Employment Opportunity Officer: Designate and make known to the City of Hattiesburg an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

Recruitment: When advertising for employees, include in all advertisements for employees the notation

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"An Equal Opportunity Employer".

Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

The following procedures shall be performed:

1. Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

Records and Reports**:** keep such records as necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and non-minority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment

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Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three (3) years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives of the City of Hattiesburg and the FTA.

Upon request, submit to the City of Hattiesburg a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

Prevailing Minimum Wage

Payment of predetermined minimum wages applies for this contract. The U.S. Department of Labor Wage Rates applicable to this Contract can be found on the U.S Department of Labor website Wage Determination OnLine.gov or http://www.wdol.gov/. Wage Rate Decision Number (WDs) for this contract can be accessed under the Davis-Bacon Act (DBA) portal and providing the appropriate selection criteria for the contract.

Davis-Bacon Act

(l)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Contract and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

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(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph b(2) of this Clause) and the Davis-Bacon poster (WH-132l) shall be posted at all times by the Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contractor shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contractor shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contractor shall notify the City of Hattiesburg. The City of Hattiesburg shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

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The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall notify the City of Hattiesburg. The City of Hattiesburg shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the FTA Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

1. The minimum wages to be paid laborers and mechanics under the Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Contract.

2. If the Contract has been issued without a wage determination, the City of Hattiesburg shall notify the Contracting Officer immediately of the site of the work under the Contract in order

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for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City of Hattiesburg. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City of Hattiesburg. The City of Hattiesburg shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D (1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(b) The City of Hattiesburg is responsible for the ensuring all Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Contractor is responsible for ensuring all subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for

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transmission to the City of Hattiesburg, for purposes of an investigation or audit of compliance with prevailing wage requirements.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify –

> (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
>
> (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
>
> (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor shall make the records required under paragraph D (1) of this Clause available for inspection, copying, or transcription by the City of Hattiesburg, authorized representatives of the Contracting Officer, or the Department of Labor. The Contractor shall permit the City of Hattiesburg, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor fails to submit the required records or to make them available, the FTA Contracting Officer may, after written notice to the Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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Withholding of Funds

The City of Hattiesburg shall, upon his or her or its own action or upon written request of the Contracting Officer, or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the City of Hattiesburg may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor.

Apprentices and Trainees

(l) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed-

> (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the
> OATELS; or
>
> (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(l) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing

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work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by OATELS. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

(c) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3.

Certification of Eligibility

1. By entering into this Contract (as applicable), the Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).

2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.c. 1001.

Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Contract in an amount in excess of $100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Contractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor shall be liable to the United States (in the case of work done under a Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWSSHA paragraph A, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor under any Contract on this or any other Federal Award or Federal contract with the same Contractor on any other federally-assisted award or contract subject to the CWHSSA, which is held by the same Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

D. The Contractor shall maintain payrolls and basic payrolls in accordance with Clause 25, Davis-Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Contracts. These records are subject to the requirements set forth in Clause 25 Davis Bacon Requirements.

Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer (Contractor) receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- A gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices).

False Claims Act:

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

The contractor shall promptly refer to the FTA or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving ARRA funds.

SITE VISITS:

FTA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Contractors are required to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

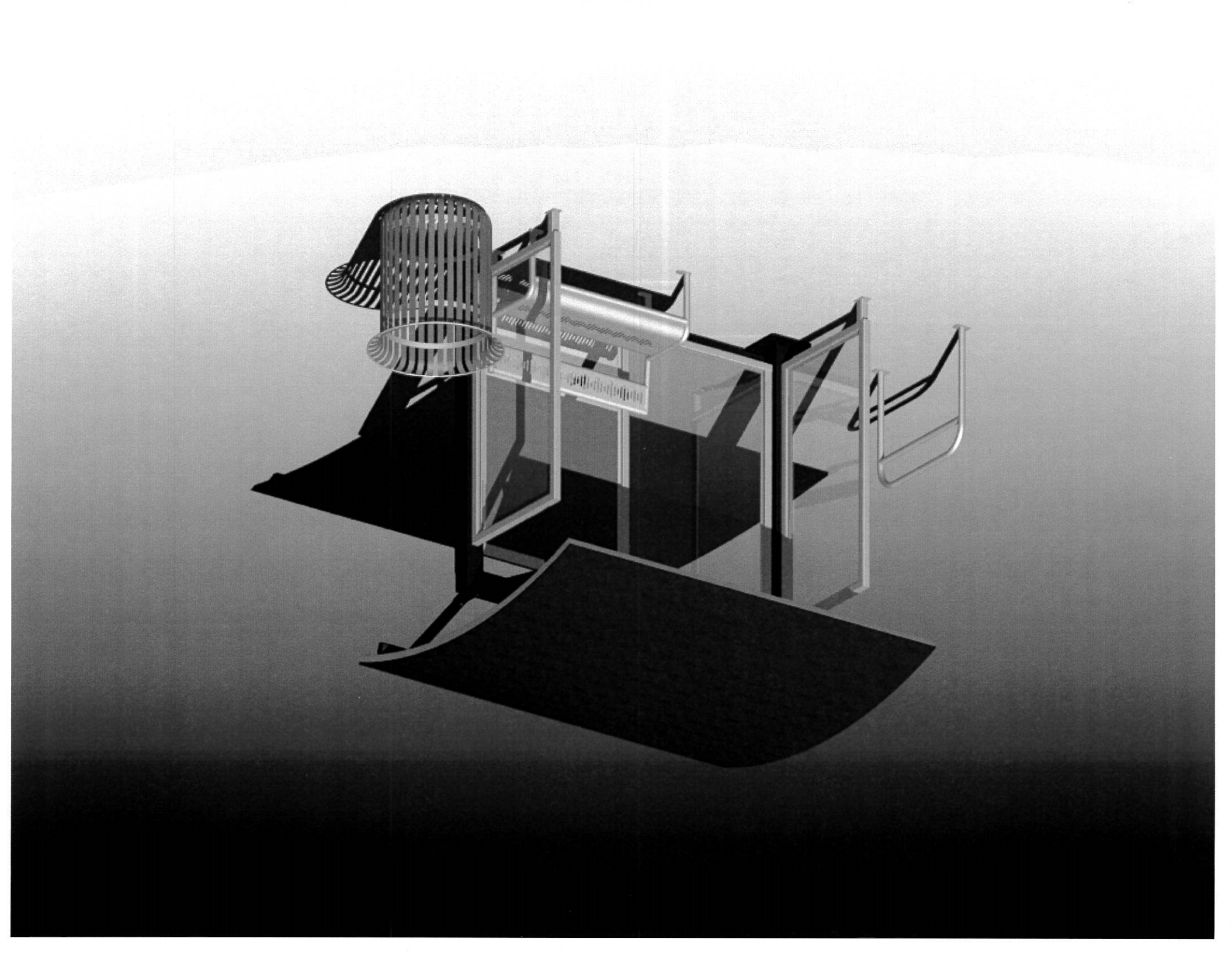
The CONTRACTOR must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

PARTIAL PAYMENTS - WITHHOLDING PAYMENT.

The City of Hattiesburg will withhold progress payments from the Contractor for failure to comply with the requirements of the Compliance with American Recovery and Reinvestment Act of 2009 (ARRA).

ACCEPTANCE AND FINAL PAYMENT

Acceptance and final payment documents are expanded to include that the Contractor has met the requirements of the compliance with American Recovery and Reinvestment Act of 2009 (ARRA).



City of Hattiesburg, MS

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

Master

File Number: 2013-0392

File ID:	2013-0392	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/25/2013
Brief Title:	Notice to Bidders - Hub City Transit Shelter Sites			**Final Action:**	
				Minute Book Number:	MB2013-194

Title:

Approve and authorize publication of Notice to Bidders for the construction of transit shelter sites at designated locations and the installation of previously purchased shelter units and amenities.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	HCT_BidB-SiteWork_Advertisement, HCT_BidB-SiteWork_BidBook, HCT_BidB-SiteWork_BidPlans_HalfSize	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0392

Title

Approve and authorize publication of Notice to Bidders for the construction of transit shelter sites at designated locations and the installation of previously purchased shelter units and amenities.

Summary

Notice to Bidders - Hub City Transit Shelter Sites

Budget Information

Expenditure Type

Purchasing Item

Sealed Bid

Publication Information

Hattiesburg American and Clarion Ledger July 5 & 12, 2013; American Public

Transportation Association July 15

ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE B – SITE WORK AND INSTALL BUS SHELTERS

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on **Thursday, July 25, 2013** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publically opened and read aloud.

Work consists of the following:

1. **Base Bid:**

   Perform site work and install new bus shelter and site amenities for four (4) bus stop locations designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, traffic control, and installing bus shelters, benches, bicycle racks and trash receptacles, and other related items. This contact does not include the purchase of Bus Shelters and Amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

   Sites included under the Base Bid are:

   Site 1 – McLeod Street at Fire Station: Site work, install bus shelter and amenities
   Site 2 – Hardy Street at Public Library: Site work, install bus shelter and amenities.
   Site 3 – Hardy Street at Kamper Park: Site work, install bus shelter and amenities.
   Site 4 – S 28th Avenue at Forrest General: Site work, install bus shelter and amenities.

2. **Alternate Bid Items:**

   If at the direction of the City of Hattiesburg to initiate alternate bid items, perform site work and install new bus shelter and site amenities for additional bus stop locations (up to two) designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, and traffic control, and installing bus shelters, benches, bicycle racks and trash receptacles, and other related items. This contact does not include the purchase of Bus Shelters and Amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

Sites included under the Alternate Bid Items are:
(Alt Bid 1) Site 5 – Country Club Rd at Pineview Apts: Site work, install bus shelter and amenities.
(Alt Bid 2) Site 6 – Walmart off US Hwy 98: Site work, install bus shelter and amenities

The contract time is **75** consecutive calendar days.

The above outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to herein.

Bidders can download a copy of the Contract Documents including construction drawings for free by sending an email request to the contact below. This contact will in turn provide the Bidder access to the dedicated web address where the Contract Documents can be downloaded. Any future addendums will be located in the same location. Or if the Bidder so chooses, hardcopies of the Contract Documents may be procured upon payment of a non-refundable Plan Deposit of $100.00 per set, including priority delivery, made out to *CDM Smith Inc*. The Contract documents will be delivered via priority delivery upon receipt of the Plan Deposit.

To electronically download documents, send a written email request to:

Stuart Healy, PE
Project Manager
CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464
(843) 972-4546
healysf@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Roads and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as a bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent (100%) of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in an opaque sealed envelope, plainly marked on the outside with the information below, addressed and delivered to City Clerk, City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS prior to the hour and date assigned above. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the City.

Sealed Bid envelope format:

(Upper Left Hand Corner)

Bidder's Name
Bidder's Address

To: City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

(Lower Left Hand Corner)

Bid for Construction of:
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE B – SITE WORK AND INSTALL SHELTERS

The City of Hattiesburg reserves the right to reject any or all proposals, to wave technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **75** consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the **75** calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Constriction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved, adopted, unless otherwise noted in these specifications.

This the 2nd day of July, 2013.

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD, MAYOR

Contract Documents & Specifications

Hub City Transit Bus Shelter ADA Accessibility Project

Bid Package B – Site Work and Install Bus Shelters

City of Hattiesburg
Hattiesburg, Mississippi
Forrest County

July 2013

Prepared by:



CDM Smith Inc.

CITY OF HATTIESBURG

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package B – Site Work and Install Bus Shelters

DATE OF ADVERTISING: **Friday, July 5, 2013**

DATE OF BID OPENING: **Thursday, July 25, 2013**

NAME OF BIDDER: _____

ADDRESS: _____

MS LICENSE NO.: _____

BID DEPOSIT 5%: _____

TOTAL BID: _____

DBE PERCENTAGE: _____

CONTRACTOR SIGNATURE: _____

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ADVERTISEMENT FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

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To electronically download documents, send a written email request to:

Stuart Healy, PE
Project Manager
CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464
(843) 972-4546
healysf@cdmsmith.com

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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Bidder's Address

To: City Clerk
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200 Forrest Street
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(Lower Left Hand Corner)

Bid for Construction of:
HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE B – SITE WORK AND INSTALL SHELTERS

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The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **75** consecutive calendar days. The bidder must also agree to pay as liquidate damages the sum specified in the Standard Specifications per day for each calendar day after the **75** calendar days that work is not completed.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Constriction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved, adopted, unless otherwise noted in these specifications.

This the 2nd day of July, 2013.

THE CITY OF HATTIESBURG
Johnny L. DuPree, PhD, MAYOR

PROPOSAL

PROPOSAL FOR THE CONSTRUCTION OF PROJECT

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT
BID PACKAGE B – SITE WORK AND INSTALL BUS SHELTERS

IN THE CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

Ladies and Gentlemen:

The undersigned bidder has carefully examined the Form of Contract, the Form of Contract Bonds, the General Conditions, the Special Conditions, the Plans and Specifications, and the Proposal Form; all of which are acknowledged to be a part of the proposal and has also carefully examined the site of the proposed work. The undersigned bidder agrees to bind himself on award to him by the City of Hattiesburg under this proposal, to execute within ten (10) days, in accordance with such award, a contract with necessary surety bonds, of which contract this proposal and the plans and specifications shall be a part, to provide all necessary machinery, tools, labor, and other means of construction, and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said project within the time limit specified below.

In addition to all other agreements and assurances, the undersigned bidder understands and hereby agrees as follows:

(1) The Bidder agrees to begin work within **10** calendar days from date of contract notice to proceed.
(2) The Bidder represents and agrees to complete the entire project in **75** calendar days.
(3) The Bidder agrees to pay, or have money withheld, as liquidated damages in the amount of **Five Hundred Dollars ($500.00) f**or each consecutive calendar day in excess of the contract time specified.
(4) The Bidder acknowledges receipt of the following ADDENDA:

ADDENDA No._____Date_____ ADDENDA No._____Date_____
ADDENDA No._____Date_____ ADDENDA No._____Date_____

This contract includes a Base Bid and Alternate Bid Items. The City of Hattiesburg reserves the right to select the Base Bid and any combination of Alternates Bid as it deems fit.

Submitted this _____day of _____, 2013.

Name of bidder: _____

Address: _____

ADDITIONAL BIDDER'S CERTIFICATION

Acceptance of Terms

In submitting this Proposal, the undersigned agrees that this bid will remain in effect for a period of **60** days following the opening of the Bids, that the undersigned agrees to enter into a Contract with the Owner, if awarded, on the basis of this Proposal, and that the undersigned agrees to complete the work in accordance with the Contract Documents.

Non-Collusion in Bidding

The Bidder specifically agrees to abide by all applicable provisions of the public statute laws of the State of Mississippi. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

(2) Unless otherwise required by Law, the prices quoted in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Type of Business

The undersigned hereby represents that it is a _____ (corporation, partnership, an individual or limited liability company). If a corporation, the undersigned further represents that it is duly qualified as a corporation under the Laws of the State of Mississippi and it is authorized to do business in this State.

_____ _____
Firm Name Date

_____
Authorized Signature

_____ Hub City Transit Bus Shelter ADA Accessibility Project
Title Bid Package B – Site Work and Install Bus Shelters
Name of Project

_____
Address of Firm

BID PROPOSAL CHECKLIST

The following checklist is provided for reference only and represents items contained in the proposal that must be completed and/or executed properly by the Bidder at the time of submitting their bid proposal or the City of Hattiesburg may deem said proposal incomplete and the Bidder non-responsive.

No.	Item	Page #	Completed
1.	Sealed Envelope marked as required	BD-4/5	
2.	Proposal (Signed /Dated)	BD-6	
3.	Addenda Acknowledged	BD-6	
4.	Additional Bidder's Certification	BD-7	
5.	Bid Bond (5% of Bid)	BD-9	
6.	DBE Utilization (FORM 1 Signed/Dated)	BD-27	
7.	DBE Utilization (FORM 2 Signed/Dated)	BD-28	
8.	Bid Proposal (Unit Price and Item Totals Completed)	BP-1/2	
9.	Bid Proposal (Declaration Signed/Dated)	BP-2	
10.	FTA Clause #12 - *Lobbying* (Attachment A Signed/Dated if >$100,000)	FTA-17	
11.	FTA Clause #10 – *Buy America* (Attachment B or Attachment C Signed/Dated if >$100,000)	FTA-18 or FTA-19 only	
12.	FTA Clause #16 – *Gov't Debarment* (Attachment D Signed/Dated if >$25,000)	FTA-20	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____ _____as PRINCIPAL, and _____as SURETY, who is duly licensed to act as corporate surety in the State of Mississippi, are held and firmly bound unto the City of Hattiesburg, Mississippi, a municipal corporation, as Obligee, in the penal sum _____ Dollars, as 5% Bid Bond, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 2013. The condition of this obligation is such, that whereas, the said Principal is herewith submitting the attached proposal for _____ _____ and the Principal desires to file this bid bond in lieu of making the cash deposit as required by general statutes, as amended.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bonds for the faithful performance thereof, and the payment of all sums due for labor and materials, within ten days after the award of same to the Principal, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give bonds as required by general statutes, as amended, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
Name of Principal

(IF APPLICABLE)

By: _____
(Indicate Capacity)

ATTEST:
By:_____
(Indicate Capacity) (AFFIX CORPORATE SEAL IF APPLICABLE)

_____
Name of Corporate Surety

By: _____
(ATTACH POWER OF ATTORNEY) Attorney-in-Fact

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR CITY OF HATTIESBURG CONTRACTS

DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached contract:

1. The City may contract with various categories of legal entities, and the legal requirements for proper execution (signing, witnessing, etc.) differ as to each.

   (A) If the contract is with an individual, that individual should sign the agreement exactly as his name is set out. If the contract is with an individually-owned business, the contract should be with the individual owner, and not the named business. Optional: "John Jones, d/b/a (doing business as) Jones Plumbing".

   (B) Execution on behalf of a corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than the president or vice president should attach documentation of his authority to execute and bind the company.

   (C) Corporations providing professional services such as legal, architectural, engineering, and accounting services, can be recognized by the "P.A." designation following the firm name. The same rules for corporate execution (including the requirement for a corporate seal, and attestation) apply in these instances.

   (D) If the agreement is with a general partnership, all partners should execute unless an authorized partner is designated to execute. Documentation of such should be attached.

   (E) A limited partnership is a general partnership with one or more limited partners (who have limited financial liability in the business and no management authority). A general partner (with capacity indicated) must sign contracts of this type, with the signature properly witnessed and/or acknowledged.

   (F) A limited liability company (LLC) is a relatively new form of business organization in Mississippi. "Managers" or "Managing Members" of LLC's may sign such contracts, (with capacity indicated), and with signature(s) properly witnessed or acknowledged.

   (G) Voluntary associations, either for profit or non-profit, may contract with the City through their chief executive officer(s) (e.g., trustees, board chairman, or (vice) president), with attestation of the signature(s) by the clerical officer (e.g., secretary, clerk or treasurer).

2. After signing the contract, the appropriate notary's acknowledgment, either in the corporate form or individual/partnership form should be completed.

3. The Performance and Payment Bonds should be attached to the Contract package. They should be signed by the contractor, and his signature should be acknowledged with the appropriate acknowledgment form. Next, the bonds, in approved form, must be signed by the authorized agent of the Surety Company issuing the bonds, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents.

4. The instrument should not be dated, except by the last person executing the contract, normally the City Clerk.

5. Non-discrimination provisions should be included with the contract, as should applicable Certificates of Insurance with proper and timely coverage indicated.

6. All modifications or deletions should be initialed or signed by representatives of both the Contractor and the City.

7. Five (5) original copies of the contract are sent to the Contractor for execution. These five (5) originals should be signed and returned to the City of Hattiesburg for final execution, after which two copies will be returned to the Contractor. One copy may be retained by the Contractor and the other, for the use of the bonding company(s).

CONTRACT AGREEMENT

CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

THIS CONTRACT is made and executed by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter designated as the "CITY" or the "OWNER and_____ _____hereinafter designated as the "CONTRACTOR":

W I T N E S S E T H:

That pursuant to the provisions including all amendments, of the public statute laws of the State of Mississippi, proposals were invited by advertisement in accordance with law for the construction of the improvements hereinafter referred to. All proposals having been duly opened and recorded as provided by law, the City Council of the City of Hattiesburg, at a meeting on the ___ day of _____2013, awarded the contract for said construction to the aforesaid CONTRACTOR, the Contractor's proposal being a part of this contract:

NOW, THEREFORE, in consideration of the payments agreed to be made by the CITY, hereinafter specified, the CITY and the CONTRACTOR agree as follows:

I. DESCRIPTION OF WORK

(1) The CONTRACTOR, at his (its) own proper cost and expense and with skill and diligence, shall furnish all labor, tools, materials and equipment and do all things necessary for the proper construction and completion ready for use of the following work:

Base Bid:

Perform site work and install new bus shelter and site amenities for four (4) bus stop locations designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, traffic control, and installing bus shelters, benches, bicycle racks and trash receptacles, and other related items. This contact does not include the purchase of bus shelters and amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

Sites included under the Base Bid are:

Site 1 – McLeod Street at Fire Station: Site work, install bus shelter and amenities
Site 2 – Hardy Street at Public Library: Site work, install bus shelter and amenities.
Site 3 – Hardy Street at Kamper Park: Site work, install bus shelter and amenities.
Site 4 – S 28th Avenue at Forrest General: Site work, install bus shelter and amenities

Alternate Bid Items:

If at the direction of the City of Hattiesburg to initiate alternate bid items, perform site work and install new bus shelter and site amenities for additional bus stop locations (up to two) designated on the plans and as directed by the engineer. The work will generally consist of clearing, grading, concrete pads, concrete sidewalks, ADA compliant sidewalk ramps and curb-cuts, asphalt pavement repair, pavement striping, and traffic control, and installing bus shelters, benches, bicycle racks and trash receptacles, and other related items. This contact does not include the purchase of bus shelters and amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

Sites included under the Alternate Bid Items are:
(Alt Bid 1) Site 5 – Country Club Rd at Pineview Apts: Site work, install bus shelter and amenities.
(Alt Bid 2) Site 6 – Walmart off US Hwy 98: Site work, install bus shelter and amenities

(2) In strict accordance with and as shown in the specifications, schedules, drawings and other documents set forth herein or incorporated by reference as follows:

Mississippi State Highway Standard Specifications for Road and Bridge Constriction, 2004

The originals of such specifications, schedules, drawings and other documents are on file in the office of

CDM Smith Inc.
421 Wando Park Boulevard, Suite 210
Mt. Pleasant, SC 29464

The CONTRACTOR shall further perform in accordance with the directions (not inconsistent therewith) given from time to time during the construction by the Director of Federal & State Programs or such other official, employee, or other agent of the CITY as the CITY may designate.

II. GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor will accept the prices specified in this contract and in the proposal in full compensation and satisfaction for the performance of this contract and as consideration of this contract. The Contractor shall be responsible for all loss and damages of every kind and nature which may arise out of or on account of the performance of the work required by this contract, and for all risks of every description connected with the said work; and the Contractor shall be responsible for the work and faithfully completing the whole work according to the plans and specifications and the terms and conditions of this contract.

III. TIME OF COMMENCEMENT AND COMPLETION

The work required by this Contract shall be commenced by the Contractor not later than **10** calendar days after the date of Contract notice to proceed and the entire work shall be completed no later than **75** calendar days after the date of notice to proceed.

IV. QUALITY AND WORKMANSHIP

All work under this Contract shall be performed and completed to the satisfaction of the Director of Federal & State Programs of the City of Hattiesburg, or of such other official, employee, or agent of the City of Hattiesburg as may be designated by the City, and such official, employee or agent designated by the City shall in all cases of dispute determine the quantity, quality, acceptability and fitness of the work and materials and of several portions thereof which are to be paid for under this Contract and shall decide and determine all questions which may arise as to the measurements, lines, levels and dimensions of the work and all questions respecting the true construction, interpretation or meaning of the plans and specifications. In case of dispute between the Contractor and the said official, employee, or agent of the City, the decision and determination of the latter shall be taken and shall be final and conclusive.

V. COMPENSATION

In consideration of the performance of this contract and the full completion of the work required of the Contractor by the terms and conditions of the contract, the City agrees to pay to the Contractor the unit prices bid by the Contractor in his proposal payable as follows: Partial payments will be made to the Contractor by the City every forty-five (45) days after work is commenced to the extent of ninety (90) percent of the work then completed as estimated by the Director of Federal & State Programs of the City of Hattiesburg and other officials or other representatives designated by the City. Final estimate of the amount due to the Contractor will be made within forty-five (45) days after the certified completion and final acceptance of all the work required by the contract. Payment to the Contractor by the City of the amounts so determined to be due, in accordance with this Contract, shall relieve the City from all claims for work done and materials and equipment furnished under this Contract.

It is further mutually agreed between the parties that no estimate or partial payment made under this Contract shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no such payment shall be construed to be an acceptance of defective work or improper materials.

VI. SURETY BONDS

The CONTRACTOR has furnished and attached hereto a Performance Bond in the penal sum of _____ dollars, and a Payment Bond in the penal sum of _____ dollars covering the faithful performance of this Contract and the payment of all obligations arising hereunder, in such form and content as the CITY may prescribe and with surety approved by the CITY. Should any surety upon the bond for the performance of this Contract become unacceptable to the CITY, the CONTRACTOR must promptly furnish additional security as may be required from time to time by the CITY to protect the interests of the CITY and of persons, firms and corporations supplying labor or materials in the performance of the work contemplated by the Contract.

VII. CONTRACTOR'S WARRANTIES

The CONTRACTOR, in executing this Contract, warrants that he will be responsible for the maintenance or correction of any work completed under this Contract that may become defective due to faulty workmanship or materials for a period of one (1) year after final acceptance of the work performed.

It is understood and agreed by the parties hereto that work done under this Contract shall be subject to all ordinances of the City of Hattiesburg relating to work done in the public streets or other public property of the City.

The CONTRACTOR has provided and attached hereto a Certificate of Insurance indicating compliance with the insurance requirements set forth below and applicable hereto.

Workers' Compensation Insurance - Limits of no less than the statutory minimum required by the State of Mississippi for each accident, each employee and policy limit. Waivers of Indemnity will not be accepted by the City of Hattiesburg.

Commercial General Liability - Combined single limits of no less than $1,000,000 each occurrence and $2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability. 'City of Hattiesburg is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

Commercial Automobile Liability - Limits of no less than $1,000,000 Combined Single Limit. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought onto a City of Hattiesburg site. 'City of Hattiesburg is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance.

VIII. AMENDMENTS AND MODIFICATIONS

The following additional provisions and/or changes in the foregoing provisions of the Contract have been made in this Contract prior to its execution:

(Indicate changes, if any) _____

_____

IX. CONTROLLING LAW

This agreement, regardless of where executed and performed, shall be governed by and construed in accordance with the Law of the State of Mississippi. The venue for disputes arising under this Contract shall be courts held in Forrest County, whether State or Federal.

X. NOTICE TO CONTRACTOR REGARDING INTRUSIONS BEYOND PROJECT LIMITS

The Contractor and Owner *(City)* hereby acknowledge that the Owner has acquired, or is in the process of acquiring, permanent easements on private property for the construction of the Project, and that such easements, together with public street rights-of-way (and previously acquired easements or other property interests) comprise the sole areas where the Contractor is allowed to work on the Project, or to use for mobilization, access, staging, storage, and other purposes associated with the Project.

ANY OCCUPANCY OF OR INTRUSIONS ONTO PRIVATE PROPERTY OUTSIDE SUCH EASEMENTS OR RIGHTS-OF-WAY OWNED OR CONTROLLED BY THE CITY WILL CONSTITUTE A TRESPASS UPON PRIVATE PROPERTY, AND WILL LIKELY INVOLVE SERIOUS LEGAL CONSEQUENCES FOR THE CITY OF HATTIESBURG. Accordingly, the Contractor will be solely responsible for such actions, and hereby agrees to hold harmless and indemnify the City from all actions, claims, liabilities, and costs, including the payment of attorney's fees, arising from such actions. The Contractor further acknowledges that the City may deduct or set-off from payments otherwise due the Contractor under the Contract sums reasonably estimated to represent the City's liabilities or costs resulting from such trespass, occupancy or intrusions onto private property.

The only exception to the above stated limitations on the Contractor's work area will be in those instances where the Contractor has independently negotiated and secured agreements for temporary work and/or access privileges from Property Owners. Such agreements must be in writing, and a copy of any such agreement shall be provided to the City in advance of any use or occupancy of private property pursuant to the agreement. The terms of these agreements should clearly express to the Property Owner that the Contractor is seeking such use, occupancy, or access independently from the City of Hattiesburg, and its Contract with the City of Hattiesburg, and that the Contractor will be solely responsible for activities carried out on such areas.

I have read and understand the City of Hattiesburg's policy as stated above.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

XI. INCORPORATION OF DOCUMENTS

All documents and other items physically attached to this CONTRACT and all other documents incorporated hereinto by reference are to be considered fully a part of the CONTRACT.

THIS CONTRACT is entered into this, the _____ day of _____, 20____.

(PLEASE THOROUGHLY EXECUTE AND ACKNOWLEDGE THIS INSTRUMENT)

THE CONTRACTOR

_____
(Name)

By: _____

_____
(Subscribe and indicate capacity)

(IF CORPORATE)

ATTEST:
By: _____
(Ass't) Corporate Secretary

(AFFIX CORPORATE SEAL)

THE OWNER

City of Hattiesburg

By: _____
Mayor, Johnny L. DuPree, PhD

(AFFIX CITY SEAL)

ATTEST:
By: _____
(Ass't) City Clerk and Treasurer

(PLEASE COMPLETE ACKNOWLEDGMENTS)

(CORPORATE ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF_____

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of_____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(INDIVIDUAL/PROPRIETORSHIP ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(PARTNERSHIP ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____ general partner of _____, personally appeared before me this day and acknowledged the execution, with proper authorization, of the foregoing instrument, all in accordance with partnership instruments recorded in Book _____, Page _____, in the _____ County Registry, and that the instrument is the act and deed of the partnership.

This is the _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this ____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF _____

I, _____, a Notary Public for said State and County, do hereby certify that _____, Manager of _____ _____, personally appeared before me this day and acknowledged the execution of the foregoing instrument, with proper authorization, on behalf of the company.

This is the _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CITY ACKNOWLEDGMENT)

STATE OF MISSISSIPPI
COUNTY OF FORREST

This is to certify that on the _____day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the _____of the City of Hattiesburg, the municipal corporation described in and which executed the foregoing; that he/she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said _____ and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

Witness my hand and official seal this ___ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

NON-DISCRIMINATION ASSURANCES

It is specifically agreed as part of the consideration of the signing of this contract that the parties hereto, their agents, officials, employees or servants will not discriminate in any manner on the basis of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote.

This provision being incorporated for the benefit of the City of Hattiesburg and its residents may be enforced as set out in said ordinances; enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this contract.

(THESE PROVISIONS SHALL BE PHYSICALLY ATTACHED TO AND ARE AN INTEGRAL PROVISION OF THE REFERENCED CONTRACT)

CONTRACTOR:_____

SIGNED: _____
PRESIDENT/AUTHORIZED OFFICER

TITLE: _____ **DATE:** _____

DISADVANTAGED BUSINESS ENTERPRISE

Policy

The City of Hattiesburg has established a Disadvantage Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Hattiesburg has received Federal financial assistance for this project, and as condition of receiving this assistance, the City of Hattiesburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Hattiesburg to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also City policy:

1. To ensure non-discrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate in DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside DBE program

Liaison Officer

The Director of Department of Federal and State Programs of the City of Hattiesburg has been delegated as the DBE Liaison Officer. In that capacity, the Director of the Department of Federal and State Programs is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Hattiesburg in its financial assistance agreements with the U.S. Department of Transportation.

Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

Federal Financial Assistance Agreement

The City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

The City of Hattiesburg 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 nondiscrimination 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 City of Hattiesburg of its failure to carry out its approved program, the Department may impose sanction 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 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)
The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

DBE Financial Institutions
It is the policy of the City of Hattiesburg to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. The City of Hattiesburg have made the following efforts to identify and use such institutions. Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

Prompt Payment Mechanisms
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contract receives from the City of Hattiesburg. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This clause applies to both DBE and non-DBE subcontracts.

Directory
The City of Hattiesburg maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as DBE. The City of Hattiesburg will use the Directory of the State of Mississippi Department of Transportation List of Certified DBE Contractors. The Directory

will be made available at the City of Hattiesburg City Clerk's Desk. The City of Hattiesburg participates in a combined statewide directory due to the Uniform Certification Program.

Monitoring and Enforcement Mechanisms

The City of Hattiesburg will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

2. The City of Hattiesburg will consider similar action under out own legal authorities, including responsibility determinations in future contracts.

3. The City of Hattiesburg will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by the State of Mississippi UCP Committee.

4. The City of Hattiesburg will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Goals

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of Recipient] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **two (2%) percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information:

(1) the names and addresses of DBE firms that will participate in the contract;
(2) a description of the work that each DBE firm will perform;
(3) the dollar amount of the participation of each DBE firm participating;
(4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
(5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
(6) if the contract goal is not met, evidence of good faith efforts.

Certification Process

The City of Hattiesburg will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certification decisions will be made based on the facts

presented as a whole.

For information about the certification process or to apply for certification, firms should contact:

Department of Federal and State Programs
HPFL-MPO Division Manager
P.O. Box 1898 (308 Newman Street)
Hattiesburg, MS 39403-1898

Certification application forms and documentation requirements are found in Forms 1 and 2 of this contract.

Forms 1 & 2 for Demonstration of Good Faith Efforts

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% DBE utilization on this contract a submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

- - - -

Attachments

Certification Application Forms

This application can be obtained from the Mississippi Department of Transportation Website.

http://www.gomdot.com/Divisions/CivilRights/Resources/Forms/pdf/UCP_Application.pdf

Procedures for Removal of DBE's Eligibility

The procedure for removal of DBE's Eligibility can be obtain from the Mississippi Department of Transportation website listed below:

http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/DBEProgramManual2010.pdf

Regulations: 49 CFR Part 26

The regulations may be reviewed on the Mississippi Department of Transportation Website listed below:

http://www.gomdot.com/Divisions/CivilRights/Resources/Programs/DBE/pdf/DBEProgramManual2010.pdf

PERFORMANCE BOND FOR CONTRACT

NOW ALL MEN BY THESE PRESENTS, that we, _____ _____the PRINCIPAL, hereinafter called Principal, and _____ _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the City of Hattiesburg, hereinafter called the City, in the penal sum of $ _____ _____ _____DOLLARS ($_____) the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City, numbered as shown above and hereto attached;

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the City, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of such modifications to the Surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the above-mentioned parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Signed and sealed this _____ day of _____, 20____.

(ATTACHED POWER OF ATTORNEY, IF APPLICABLE)

_____

By: _____

ATTEST: (Indicate Capacity)
PRINCIPAL

_____
Secretary (AFFIX CORPORATE SEAL IF APPLICABLE)

_____

ATTEST: By: _____

(Indicate Capacity)
SURETY_____

STATE OF_____
COUNTY OF_____

Personally appeared before me the undersigned Notary Public, _____, who, being first duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of_____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)
_____

(CORPORATE ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF_____

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____day of_____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)
_____

STATE OF_____
COUNTY OF_____

I, _____, a Notary Public duly commissioned and qualified to act in_____ County, STATE OF _____ do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, duly sworn, says that he executed the foregoing and attached Bond, dated _____, 20___, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, STATE OF _____, on the _____ day of _____, 20_____, being recorded in Book Number _____, Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

PAYMENT BOND FOR CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____the PRINCIPAL, hereinafter called Principal, and _____ _____ as SURETY, hereinafter called Surety, and the above named, are held and firmly bound unto the City of Hattiesburg, hereinafter called the City, in the penal sum of _____ _____ DOLLARS ($_____) the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the City as referenced above and hereto attached;

NOW, THEREFORE, if the principal shall promptly make payment to all person supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise it shall remain in full force and effect.

IN WITNESS THEREOF, the above bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives pursuant to authority of this governing body.

Signed and sealed this _____ day of _____, 20____.

(ATTACH POWER OF ATTORNEY, IF APPLICABLE)

_____

By: _____

ATTEST: (Indicate Capacity)
PRINCIPAL

_____
Secretary

(AFFIX CORPORATE SEAL IF APPLICABLE)

_____

ATTEST: By: _____

(Indicate Capacity)
SURETY

_____

STATE OF _____
COUNTY OF _____

Personally appeared before me to the undersigned Notary Public, _____ _____, who, being first duly sworn, acknowledged edged the due execution of the foregoing instrument for the purpose therein stated.

Witness my hand and notarial seal this the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(CORPORATE ACKNOWLEDGMENT)

STATE OF_____
COUNTY OF_____

This is to certify that on the ____ day of _____, 20____, before me personally came _ _____, with whom I am personally acquainted, who, being by me duly sworn, says that (s)he is the President and _____ is the Secretary of _____, Incorporated, the corporation described in and which executed the foregoing instrument; that (s)he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Secretary and the said corporate seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this _____day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

STATE OF_____
COUNTY OF_____

I, _____, a Notary Public duly commissioned and qualified to act in _____ County, STATE OF _____, do hereby certify that _____, Attorney-in-Fact for _____, a corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and attached Bond, dated _____, 20_____, for and in behalf of _____, as Surety and that his authority to execute and acknowledge said Bond is contained in an instrument duly executed, acknowledged, and recorded in the Office of Register of Deeds of _____ County, STATE OF _____, on the _____ day of _____, 20_____, being recorded in Book Number _____ , Page _____, of said Registry, and that the foregoing and attached Bond was executed under and by virtue of the authority given by said instrument granting him, the said _____, power of attorney; and that the said _____, Attorney-in-Fact, acknowledged the due execution of the foregoing and annexed Bond for the purpose therein expressed for and in behalf of said _____.

Witness my hand and notarial seal, this _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

(REQUIRED AT TIME OF FINAL PAYMENT)

AFFIDAVIT

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package B – Site Work and Install Shelters

City of Hattiesburg
County of Forrest
State of Mississippi

In the State of_____County of _____, _____ _____ being duly sworn, deposes and says that they are _____ _____of _____ and that they have full and official knowledge of all and every debt and obligation for labor and materials which have entered into and become a part of the public facilities constructed under City of Hattiesburg **Hub City Transit Bus Shelter ADA Accessibility Project / Bid Package B – Site Work and Install Shelters;** and, acting in their official capacity, and for the specific purpose of obtaining the funds due on this final estimate, they further depose and say that all debts or obligations for such labor and materials have been fully and completely paid and discharged in good and lawful money of the United States of America or by evidence of exchange or trade acceptances endorsed and guaranteed by a solvent National or State bank, and that there are no suits for damages against the contractor, pending, prospective or otherwise, in consequence of their operations on the said project except as follows:

In witness whereof they have set their hand and seal,

_____

I, _____, a notary public of the County and State aforesaid, hereby certify that _____ personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn, deposes and says that the facts set forth in the above affidavit are true and correct.

Witness my hand and official seal this the _____ day of _____, 20____.

_____
Notary Public

My Commission Expires: (SEAL)

_____

BID PROPOSAL

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package B – Site Work and Install Shelters
City of Hattiesburg, MS
Forrest County

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT AND ITEM TOTALS ARE ENTERED AND THE BID CERTIFICATE LOCATED AT THE END OF THE BID PROPOSAL ON PAGE BP-2 IS SIGNED.

BIDDER ACKNOWLEDGES THEIR TOTAL OFFICAL BID CONSTITUTES THE SUMMATION OF THEIR TOTAL BASE BID AND THEIR TOTAL ALTERNATE BID. BIDDER ACKNOWLEDGES THAT THE CITY OF HATTIESBURG HAS THE RIGHT TO CHOOSE TO PERFORM ALL, ANY, OR NONE OF THE ALTERNATE BID ITEMS UNDER THIS CONTRACT, AND ACKNOWLEDGES BY RECEIVING DIRECTION FROM THE CITY TO PERFORM ONLY ONE ALTERNATE OR NEITHER ALTERNATES MAY RESULT IN A CONTRACT VALUE LESS THAN THE ADDITION OF THE TOTAL ALTERNATE BID ENTERED BELOW PLUS BASE BID.

BIDDER ACKNOWLEDGES THAT FAILURE TO PROVIDE A BID PRICE FOR EACH ITEM WILL CONSTITUTE AN IRREGULAR BID AND WILL BE REJECTED.

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURRACY AND CERTIFIES THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BASE BID					
ITEM	**DESCRIPTION**	**QUANT.**	**UNIT**	**UNIT PRICE**	**ITEM TOTAL**
1	Site 1 - McLeod Street at Fire Station	Nec	Lump Sum		
2	Site 2 - Hardy Street at Library (OB)	Nec	Lump Sum		
3	Site 3 - Hardy Street at Kamper Park (IB)	Nec	Lump Sum		
4	Site 4 - S. 28th Avenue at Forrest General	Nec	Lump Sum		
				TOTAL BASE BID	

BID PROPOSAL

Hub City Transit Bus Shelter ADA Accessibility Project
Bid Package B – Site Work and Install Shelters
City of Hattiesburg, MS
Forrest County

ALTERNATE BID ITEMS					
ITEM	**DESCRIPTION**	**QUANT.**	**UNIT**	**UNIT PRICE**	**ITEM TOTAL**
ALTERNATE BID 1					
5	Site 5 - Country Club Rd at Pineview Apts.	Nec	Lump Sum		
ALTERNATE BID 2					
6	Site 6 - Walmart Service Road off US Hwy. 98	Nec	Lump Sum		
				TOTAL FOR ALTERNATE BID ITEMS	

TOTAL BID	
	TOTAL
TOTAL BASE BID	
TOTAL ALTERNATE BID ITEMS	
TOTAL BID	

THE UNDERSIGNED DECLARES THAT THE PERSON SIGNING THIS PROPOSAL IS FULLY AUTHORIZED TO SIGN THE PROPOSAL ON BEHALF OF THE FIRM LISTED AND TO FULLY BIND THE FIRM LISTED TO ALL THE CONDITIONS AND PROVISIONS THEREOF.

Bidder's Signature_____ **Date** _____

Bidders Printed Name and Position in the Company _____

Bidder's Company _____

WAGE RATE DETERMINATIONS

The U.S. Department of Labor Wage Rates applicable to this Contract can be found on the U.S Department of Labor website Wage Determination OnLine.gov or http://www.wdol.gov/. Wage Rate Decision Number (WDs) for this contract can be accessed under the Davis-Bacon Act (DBA) portal and providing the appropriate selection criteria for the contract.

GENERAL CONDITIONS

1. **Definitions:**

(a) The contract documents shall consist of the Contract, the accepted Proposal, the General Conditions of the Contract, and the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution.

(b) Whenever the term "Contractor" is used, it shall be understood as referring to the General Contractor, subcontractor, and all other contractors or their duly authorized agent to whom the work here described is awarded by contract.

(c) Whenever the term "City Engineer" is mentioned, it is understood to mean the City Engineer of Hattiesburg, Mississippi, his assistant or duly authorized agent. The City Engineer shall make all necessary explanations as to the meaning and intent of the Specifications and may correct any errors or omissions in same which is necessary for the proper fulfillment of its intentions.

(d) Whenever the term "City" is used, it is to mean the City of Hattiesburg, Mississippi.

(e) The term "Work" of the Contractor or subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.

(f) The "Mississippi Department of Transportation Standard Specifications for Roads and Bridge Construction", latest edition shall be considered a part of these specifications in instances to which they are referred.

2. **Bidders Disqualification**:

2.01 That the City of Hattiesburg may disqualify bidders from participation in bidding and award of contracts for city construction projects based on the following conditions existing simultaneously:

A. The dollar value of the work completed is less than the dollar value of the work which should have been completed on the basis of the contractor's approved progress schedule by more than twenty (20%) percent of the current contract amount. The dollar amount of the work completed will be the total estimate to date shown in the latest partial pay estimate. The current contract amount will be the contract estimate plus accumulated overruns and less accumulated underruns shown in the latest partial pay estimate.

B. The percentage of the work completed is less than the percentage of contract time elapsed on the work by more than twenty (20%) percent. The percentage of work completed will be the dollar value of the work complete as defined above divided

GENERAL CONDITIONS

by the current contract amount as defined above. The percentage of contract time elapsed will be the number of calendar days elapsed as shown in the latest partial pay estimate divided by the total contract time in calendar days.

2.02 The City of Hattiesburg shall not include any late days which are caused by the City in any of his calculations directed at determining bid status.

2.03 Any contractor who wishes to contest the decision of the City of Hattiesburg declaring ineligibility may appeal to the City Council by delivering a notice of appeal to the City Clerk no later than ten days after receipt of the City's decision. The notice of appeal shall clearly set out the reasons why the Contractor believes that the terms of this Resolution have been inappropriately applied or the equitable arguments for not applying this Resolution's terms. When considering an appeal the City Council shall consider, among other things, the report of the City Engineer, the notice of appeal, and the Contractor's current status on any other current City contracts and its performance on any other contracts to which the contractor and the City have been parties to within the two calendar years immediately preceding the filing of the notice of appeal.

2.04 Bidders so disqualified shall remain disqualified for any period in which they are still in conflict with the schedule provisions of this article.

3. **Intent of Documents**:

The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the Specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

4. **Detail Drawings and Instructions**:

The City Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.

5. **Progress Schedule**:

The Contractor shall submit for approval by the City Engineer prior to the pre-construction conference, a carefully prepared progress schedule, showing the proposed dates of starting and completing each of the various operations of the work. The progress schedule shall be in graphic form and if required, in accordance with the form supplied by the City.

GENERAL CONDITIONS

6. **Contractor's Understanding**:

It is understood and agreed that the Contractor has, by careful examination satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the contract shall affect or modify any terms or obligations herein contained.

7. **Superintendence by Contractor**:

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City of Hattiesburg on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and prosecution of the work.

8. **Materials, Appliances, Employees**:

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

9. **Technical Specifications and Drawings**:

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City of Hattiesburg without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

GENERAL CONDITIONS

10. **Royalties and Patents**:

The Contractor shall pay all royalties and patent fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the City Engineer.

11. **Permits**:

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stipulated.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise stipulated.

12. **Protection of Work and Property**:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the City's and private property from injury or loss arising in connection with this contract. The Contractor shall make good any such damages, injury or loss, except such as may directly be due to errors in the contract documents or caused by agents or employees of the City.

13. **Cooperation with Utility Owners**:

Prior to the beginning of construction, the City will notify all utility owners known to have facilities affected by the construction of the project and will make arrangements for the necessary adjustments of all affected public or private utility facilities. The utility adjustments may be made either before or after the beginning of construction of the project. The adjustments will be made by the utility owner or his representative or by the Contractor when such adjustments are part of the work covered by his contract.

The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them where necessary so that they will give uninterrupted service. The Contractor shall call the agency concerned for location of all utilities and shall be responsible for any damage to existing utilities and structures resulting from his work around these utilities or structures.

The Contractor shall cooperate with the utility owner, and/or the owner's representative, in the adjustment or placement of utility facilities when such adjustment or placement is made necessary by the construction of the project or has been authorized by the City.

GENERAL CONDITIONS

In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the owners and shall cooperate with the owners and/or the owner's representative in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire department personnel at all times.

Prior to submitting his bid, the Contractor shall make his own determination as to the nature and extent of the utility facilities, including proposed adjustments, new facilities, or temporary work to be performed by the utility owner or his representative; and as to whether or not any utility work is planned by the owner in conjunction with the project construction. The Contractor shall consider in his bid all of the permanent and temporary utility facilities in their present or relocated positions, whether or not specifically shown on the plans or covered in the project special provisions. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his bid for the various items in the contract.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.

14. **Inspection of Work**:

The City Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide facilities for such access and for inspection.

If the specifications, the City Engineer's instructions, laws, or ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the City Engineer timely notice of its readiness for inspection. Inspections by the City Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for examination at the Contractor's expense.

15. **Changes in Work**:

The City, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract by a change order. In the event of a proposed change in the contract or any extra work, the Contractor shall notify the City Engineer in writing within 10 days from the occurrence stating what effect, if any, such change is claimed to have on the official project schedule. Any claims for extension of time caused by the changes shall be addressed and adjusted at the time ordering such changes.

GENERAL CONDITIONS

The value of any such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance of a lump sum.
(b) By unit prices named in the contract or subsequently agreed upon.
(c) By cost and percentage or by cost and a fixed fee.

16. **Conformity with Plans and Specifications**:

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, or indicated in the specifications.

In the event the City Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications but that reasonably acceptable work has been produced, he will then make a determination if the work is to be accepted and remain in place. If the City Engineer agrees that the work is to be accepted, he will have the authority to make such adjustment in contract price as he deems warranted based upon sound engineering judgment and the final estimate will be paid accordingly.

In the event the City Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the City.

17. **Liquidated Damages and Delays**:

Liquidated Damages. If the work cannot be completed within the time stipulated in the contract, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the City of Hattiesburg, a fixed and agreed amount, as liquidated damages for each calendar day of delay, until the work is completed, the amount as set forth in the contract and the Contractor and his sureties shall be liable to the City of Hattiesburg for the amount thereof. Failure to complete the work within the contract time will result in damages due to public inconvenience, obstruction and delay to traffic, safety and other considerations. For each consecutive calendar day in excess of the contract time specified, the Contractor shall pay, or have withheld monies due, a sum of Five Hundred Dollars ($500.00) per day. This will be adjusted and assessed on a monthly basis at the time of each partial payment request based on the Contractor's progress in comparison with the approved progress schedule.

Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

(1) Any act or omission of the City outside the scope of the contract,

GENERAL CONDITIONS

including extra work; acts of God; unusually severe and abnormal weather conditions; acts of any other contractor in the performance of work for the City; or other conditions, events, or circumstances beyond the control and without the fault or negligence of the Contractor, which the Contractor could not have reasonably anticipated; or

(2) Any delay of any Subcontractor occasioned by any of the causes specified in subparagraph (1) above.

Provided, however, the Contractor shall provide written notice to the City Engineer within ten (10) days from the occurrence, condition, event, or other cause which is claimed to have delayed the completion of the work. Such notice shall state what effect, if any, such occurrence, condition, event, or other cause is claimed to have upon the time for completing the contract work, and shall state in what respects, if any, the contract completion deadline should be revised, and the reasons therefore. No claim by the Contractor for an extension of time for completion shall be considered unless notice of such delay claim is given the City in accordance with the provisions of this subparagraph.

c. No Damages for Delays The City shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the City for, any damages, costs, or expenses of any nature occasioned by delays, work disruptions or interference, changes in work sequence, work suspension or rescheduling arising from any act or omission of the City outside the scope of the Contract, acts of God, unusually severe and abnormal weather conditions, or other causes beyond the Contractor's control, it being understood and agreed that the Contractor's sole and exclusive remedy in the event of his inability to achieve completion by the contract deadline due to claimed delays shall be an extension of the contract schedule, but only if a claim for such extension is properly made in accordance with the provisions of subparagraph (b) above.

18. **Opening Sections of Project to Use by Public**:

The City of Hattiesburg, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications; and if, in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodations for which it was intended. On such sections which are open, the Contractor shall conduct the remainder of his operations so as to cause the least obstruction to public use of the facility. The Contractor shall not be relieved of his liability or responsibility, shall not receive any additional compensation due to the added cost of the work, nor shall he receive any extension of the completion date, by reason of such openings.

The Contractor shall not be responsible for any maintenance cost due directly to the use of such sections. The period of guarantee stipulated in Section 51 - Guarantee of Work, shall not begin

GENERAL CONDITIONS

to run until the date "of release of final inspection punch list items" for all work which the contractor is required to construct under this contract.

19. **City's Right to do Work**:

If the Contractor should neglect to prosecute the work promptly or fail to perform any provisions of the contract, the City, after 24 hours written notice to the Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

20. **Correction of Work Before Final Payment**:

Before issuing final payment, the Contractor shall promptly remove from the premises all materials condemned by the City Engineer as failing to conform with the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

21. **Final Inspection, Clean Up and Project Final Acceptance**:

21.01 Final Inspection

a. When the improvements contained in this contract are substantially completed, the Contractor shall notify the City Engineer in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice shall be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the City Engineer having charge of the inspection. If the City Engineer determines that the status of the improvements are accurately represented, the City Engineer will make the arrangements necessary to have the final inspection on the date stated in the notice, or soon thereafter as is practicable. The Final Inspection Team will include the City Engineer's representatives and the Contractor. The Final Inspection Team may also include representatives of each department of the City of Hattiesburg as well as a representative of the Mississippi Department of Transportation.

b. The Final Inspection Team, on the date agreed upon in 21.01(a), shall make a thorough visual inspection to insure that the project is satisfactorily completed according to the plans and specifications of the contract and that all clean up work is complete.

c. The Final Inspection Team, following the final inspection, shall prepare a written

GENERAL CONDITIONS

list of the deficient items and clean up work that needs to be corrected before the issuance of the Final Acceptance Document. The list shall include a reasonable period of time, agreed upon with the Contractor, allowing for the completion of the deficient items and clean up work. A copy of the list shall be mailed to the Contractor.

21.02 Clean up Work

Clean up work shall include cleanup of trash in the rights-of-way. It shall also include a final mowing of the grass in the rights-of-way. Grass on the rights-of-way shall not exceed 8 inches in height at the time of final acceptance. Clean up and mowing along slopes may be required as directed by the City Engineer.

21.03 Project Final Acceptance

The Contractor, after finishing all cleanup work and correction of all deficient items, shall notify the appropriate party on the Inspection Team to make a final inspection of the project. If the Final Inspection Team, during its inspection finds that the deficient items and cleanup work have been satisfactorily completed according to the terms of this Article and the contract specifications, then the Final Inspection Team recommends to the City Engineer's Representative to issue the Final Acceptance Document.

22. **Payments to Contractor and Retainage**:

22.01 Partial Payments

a. Partial payment will be based upon progress estimates prepared by the City Engineer once each month on the date established by the City Engineer.

b. Monthly or partial payments made by the City of Hattiesburg to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City of Hattiesburg. Such payments shall not constitute a waiver of the right of the City of Hattiesburg to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in this contract complete and satisfactory to the City of Hattiesburg in all details.

22.02 Retainage

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Retainage in the amount of **10%** of the total invoice request will be withheld from each progress payment and paid to the Contractor with the final payment once all punch-list items have been satisfactorily completed and the project has been fully accepted by the City of Hattiesburg.

22.03 Final Payment

a. After final inspection and acceptance by the City of Hattiesburg and City Engineer of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be the sum of the Bid unit Prices multiplied by the quantities actually issued or this sum adjusted by approved change orders less prior payments. Final payment request must be accompanied by the Final Payment Affidavit.

b. The City of Hattiesburg before paying the final estimate may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the City of Hattiesburg deems the same necessary in order to protect its interest. The City of Hattiesburg, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the contract.

c. Withholding of any amount due the City of Hattiesburg as "Liquidated Damages", shall be deducted from payments due to the Contractor.

23. **City's Right to Terminate Contract**:

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently discharged laws, ordinances or the instructions of the City Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the City Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, appliances, there and finish the work by whatever method it 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 shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the

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difference to the City. The expense incurred by the owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City Engineer.

24. **Contractor's Right to Stop Work or Terminate Contract**:

If the work should be stopped under an order of any Court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven days written notice to the City Engineer, stop work or terminate this contract and recover from the City payment for all work executed and loss sustained upon any plant or materials and reasonable profit and damages.

25. **Liability Insurance**:

The Contractor shall maintain such insurance as will protect him from claims under workman's compensation acts and such other insurance as will protect him and the City from any other claims for damages for property damage and personal injury, including death, which may arise from operations under this contract whether such operations be by himself, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of insurance shall be filed with the City Engineer, if he so requires, and shall be subject to his approval for adequacy of protection. Policies of insurance coverage for personal liability and property damage shall be submitted.

26. **Care of Work**:

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Hattiesburg.

b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act. He shall likewise act if instructed to do so by the City of Hattiesburg. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City of Hattiesburg as provided in Section 15 - Changes in Work.

c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary,

GENERAL CONDITIONS

all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City of Hattiesburg from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City of Hattiesburg may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

e. Any claim for damage arising under this contract shall be made in writing to the party liable within reasonable time of the first observance of such damage.

27. **Indemnity**:

The Contractor shall indemnify, save harmless, and defend the City against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, his agents and employees, in the execution of work or in the guarding of it.

28. **Safety and Accident Prevention**:

28.01 General

The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall abide by all applicable safety standards and regulations contained in the Occupational Safety and Health Act, for the construction industry and any other applicable Laws.

a. All excavation and trenching work shall conform to OSHA requirements under 29 CFR Part 1926 Subpart P and any other applicable requirements.

b. The Contractor shall have an employee who is a designated competent person as described under OSHA regulations, 29 CFR Part 1926 Subpart P. The person shall be capable of identifying existing or predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

c. The Contractor shall provide and maintain safety equipment as outlined under OSHA 29 CFR Part 1926 Subpart P and other applicable safety provisions, which

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include trench boxes, ladders, shoring, barricades, warning vests, gas monitors, meter for hazardous atmospheres and other necessary safety equipment to protect the employees and the job site.

28.02 Records

The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor shall promptly furnish the City of Hattiesburg with reports concerning these matters.

28.03 Indemnity

The Contractor shall indemnify and save harmless the City of Hattiesburg from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

29. **Trenches**

All trenches shall be back-filled and made safe at the end of each workday. Payment for installation of utility and drainage lines that requires open cut to existing pavement shall include the cost of pavement for repairs (including pavement saw cut and removal) as incidental to the installation of the utility. No separate payment will be made for this work unless otherwise specifically mentioned in this contract.

30. **Sanitary Facilities**:

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and City of Hattiesburg. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

31. **Use of Premises**

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the Drawings or if no contract limits are shown, to the right-of-way shown and as prescribed by ordinances or permits or as may be directed by the City of Hattiesburg and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

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b. The Contractor shall comply with all reasonable instructions of the City of Hattiesburg and the ordinances and codes of the City of Hattiesburg, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

32. **Liens**:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of the contract, or receipts in full in lien thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City Engineer, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor, shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

A copy of the Affidavit is included with the Payment Bond Contract and shall be submitted with the contractor's request for final payment.

33. **Working Time Restrictions**:

No work on or blockage of existing through traffic lanes and/or special turn lanes shall occur during the hours of **7:00 a.m.-9:00 a.m.** or **4:00 p.m.-6:00 p.m**., Monday through Friday or as directed by the City of Hattiesburg. Work adjacent to traffic lanes may occur during these hours if proper signage and safety precautions are effected as described in latest edition of the Manual on Uniform Traffic Control Devices.

34. **Assignment**:

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without previous written consent of the City of Hattiesburg.

35. **Citizen Notification**:

The Contractor shall be responsible for notifying, in writing, all property owners/residents directly affected by this project just prior to beginning construction. A copy of this notification shall be submitted and approved by the City Engineer prior to its issuance to the residents. This also includes all businesses whether owned, leased or rented by the property owner of record. Property owner addresses will be provided to the contractor by the City Engineer. Notices are to be mailed and/or hand delivered.

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36. **Separate Contracts**:

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work.

37. **Subcontracted Work and Subcontractors**:

a. The Contractor shall perform a minimum sixty (60%) percent of the work under the contract with his own forces. Unless otherwise stated elsewhere in the contract, the Contractor shall not subcontract more than 40% of the work stipulated in this contract.

b. The Contractor shall, as soon as practicable after the signing of the contract, notify the City Engineer in writing of the names of subcontractors proposed for the work and shall not employ any subcontractors that the City Engineer may within a reasonable time object to as incompetent or unfit. The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the City.

c. The Contractor shall obtain approval of subcontractors as well as any change in subcontractors during the work on the contract from the City Engineer. A period of seven (7) days minimum is required for the approval of a subcontractor.

38. **Points and Instructions**:

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the City Engineer for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions.

The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

39. **Status of City Engineer**:

The City Engineer shall have general supervision and direction of the work. He has authority to stop the work wherever such stoppage may be necessary to insure proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of force to any portion of the work, as in his judgment is

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required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

40. **City Engineer's Decision**:

The City Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the City Engineer shall be final.

41. **Lands for Work**:

The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.

42. **Cleaning Up**:

Immediately prior to final inspection for release of payment, the Contractor shall, as directed by the City Engineer, remove from the City's property and from all other public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his own operations. Rubbish and waste materials shall include, but not limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

43. **Access to Property**:

The Contractor shall, where necessary, provide and maintain access to and from all properties along the line of his work.

44. **Safeguards**:

The Contractor shall provide, erect and maintain adequate barricades, warning signs, and lights at all excavations, closures, detours and points of danger.

45. **Survey Construction**:

1. The Contractor shall furnish all surveys.

2. The Contractor shall set sufficient points to establish work limits and grade and shall be responsible for preserving all stakes and marks, or replacing if damaged or removed during the course of work.

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46. **Unit Bid Price**

The unit bid price on the items in this contract includes furnishing, installing, completely in place and accepted unless otherwise mentioned in this contract documents.

47. **Materials Sampling and Testing**:

All tests of material shall be made by a recognized and approved testing laboratory submitted by the Contractor to the City Engineer for approval. The expense of such tests shall be borne by the Contractor unless otherwise specified.

48. **Tools, Plant and Equipment**:

If at any time before the commencement or during the work, tools, plant, or equipment appear to the City Engineer to be insufficient, inefficient, or inappropriate to secure the quality of the work required or the proper rate of progress, the City Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the City Engineer to give such an order shall not relieve the Contractor to secure the quality of work and the rate of progress necessary to complete the work within the time required.

49. **Measurement of Quantities**:

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by him or his assistants, and these measurements shall be final and binding. The specifications designate the manner in which the measurements of the various types of work shall be performed.

50. **Project Time Defined**:

Project time shall consist of all calendar days, including weekends and holidays, from the contract notice to proceed date through the specified number of days allowed for the completion of the project in the contract document. The Contractor has been given a project time inclusive of an anticipated amount of bad weather, be it due to the winter months or abnormal rainfall during the remainder of the calendar year.

51. **Guarantee of Work**:

The Contractor shall guarantee his work performed under his contract against failures or trouble due to faulty workmanship or materials for a period of twelve (12) months from the date of acceptance of the work.

52. **Force Account Work**:

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Force account reports shall be submitted to and approved by the City Engineer within five (5) days following completion of the work. Failure on the part of the Contractor to submit such a report on time may result in refusal to pay for the work done.

53. **Disposal of Construction Waste Materials**

Disposal of all waste material from construction sites shall be made in strict accordance with all City ordinances pertaining to disposal of construction waste. It shall be the responsibility of the Contractor to secure the necessary permits and provide all information required to secure said permits. The Contractor shall designate the disposal site prior to beginning construction and in the event waste material is to be disposed of on private property a letter from the property owner shall be furnished the City Engineer granting the Contractor or his agent such permission and listing the requirements made by the property owner or the Contractor, if any.

54. **Contractor License**:

All invited bidders and contractors shall be advised that those who submit formal bids on this project must be licensed in the State of Mississippi whether he (they) is/are a resident or nonresident of this state, and shall be advised that they must show evidence of a licensure in Mississippi before the bid is considered.

55. **Point of Contact and Emergency Work Crew**:

The Contractor upon start of construction shall provide the Engineer with names, addresses, and telephone numbers of two people to be contacted after office hours in case of emergency. The Contractor and/or the Contractor's subcontractors shall provide emergency contacts with access to an immediate repair crew with adequate trucks and other equipment available when needed to make repairs, clean-up, signing and other work required in connection with this contract. This repair crew shall be on call during non-working hours and during weekends and holidays. The name, address and phone number of at least two responsible members of this crew shall be provided the City Engineer or his representatives prior to beginning any work. The members of this crew shall be based, reside, live or stay in Forrest County during the periods that they are on call. Should this "emergency" crew be unavailable for any reason when needed, the City shall have the right to have the required work performed by the quickest means available and the Contractor shall be back-charged at a rate of two (2) times the total cost to the City.

56. **Construction Water**:

A. Contractors are responsible for securing adequate construction water for their job sites.

B. If necessary, all construction water usage from the City must be metered and will be billed to the Contractor. The Contractor must make arrangements with the City to make the applicable arrangements for billing the water usage. If the Contractor provides his

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own meter it must meet City standards for the meter and include a backflow device.

E. Contractors observed using unmetered water will be fined by the City of Hattiesburg in accordance with City Code provisions.

57. **Traffic Control**

The Contractor shall provide all traffic control devices and signs to warn the traveling public in accordance with the plans, the MDOT Standard Specifications, and the latest edition of the Manual of Uniform Traffic Control Devices. Traffic shall be maintained at all times during the hours defined in this Contract, unless otherwise required by the traffic control plan or agreed to by the City of Hattiesburg.

The Contractor shall indemnify and save harmless the City of Hattiesburg and all its officials, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damages received or sustained in.

58. **Right of Way and Construction Easements**

The City has procured or is in the process of procuring construction easements at each individual bus shelter site. The Contractor will coordinate entrance into adjacent property with the City and understands that some of the temporary construction easements may not be procured at the time of construction. All coordination efforts with the City and Engineer on this project will be incidental to the project.

The Contractor shall comply to the conditions of right of way agreements made with several property owners impacted by this project and included as a part of this contract. All other right of way agreement issues will be completed by the Contractor, and no separate measurement or payment will be made as all construction necessary to complete the work will be considered incidental to other items in the contract.

59. **Dust Control**:

The Contractor shall, as directed by the Engineer, provide adequate equipment and use other available means to control the dust during the term of this contract. Failure on the part of the Contractor to correct dust control problems as directed will result in the City Engineer notifying the Contractor to comply with the contract provisions. In the event that the Contractor fails to begin such remedial action within 24 hours after receipt of such notice, the City Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the City Engineer may choose to suspend the Contractor's operations on the project until all dust control problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

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60. Soil Erosion Control

60.01 Grading, Inspection and Maintenance:

Soil erosion control measures shall be installed as described prior to any land disturbing work being done. The Contractor may phase the project pending approval by the City Engineer. All erosion control measures must be inspected by the City of Hattiesburg City Engineer – City's Conservation and Erosion Section upon notification by the Contractor.

All erosion control measures must be maintained so that they prevent soil erosion and sediment losses throughout the project, and will remain in place until the denuded areas are stabilized and the seed has germinated. The entrapped sediment from all temporary measures shall be removed when 50% of the original sediment storage capacity has been depleted.

The City will inspect stabilized areas and point out sections that need rework to the City Engineer or Project Inspector who will instruct the Contractor to perform the work necessary, at the Contractor's expense, to bring those areas into compliance with soil erosion rules and regulations.

60.02 Failure to Perform Erosion Control Work:

Failure on the part of the Contractor to perform erosion control work as directed will result in the City Engineer notifying the Contractor to comply with these provisions. In the event that the Contractor fails to begin such remedial action or fails to begin erosion control work within 24 hours after receipt of such notice with adequate forces and equipment, the City Engineer may proceed to have the work performed with other forces. The actual cost of the work so performed along with a 20% administrative fee will be deducted from monies due to the Contractor on his contract. Under adverse conditions, the City Engineer may choose to suspend the Contractor's operations on the project until all erosion problems have been completed to his satisfaction. Such suspension will not justify an extension of contract time.

61. Fuel adjustment

Contractor is advised that NO FUEL OR MATERIAL ADJUSTMENT, as addressed in Subsection 109.07 for the MDOT Standard Specifications, will be allowed on this project.

62. Material Tickets

When requested by the City Engineer, the Contractor shall turn in all material tickets for the purpose of measurement / payment.

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63. Personnel Parking

No personnel involved with construction operations shall park their personal vehicles within the right of way of the project limits for the duration of the construction project. The Contractor shall furnish a parking area that is located off the project limits. The Contractor shall be responsible for daily transportation of all employees to and from the provided parking area and the project site.

There will be no direct payment for the work cover by this provision. Payment at the contract unit prices for the various items in the contract will be full compensation for all work covered by this provision.

64. Protection of Existing Plants

The work under this item shall consist of the protection of selected trees, shrubs, or other woody plants.

Plant protective fencing shall be installed prior to beginning any construction on this project. Plant protective fencing shall be constructed at the locations as directed by the Plans and in accordance with City requirements. The fencing shall be maintained in place until all construction operations in that particular area are complete. At completion, only light grading equipment shall be allowed on the plants' roots. Fill dirt no deeper than 2 inches shall be allowed under the limb spread of any plant.

No building materials, dirt, or equipment shall be stored inside the protective fencing.
Plants that die as a result of the Contractor's negligence shall be removed and replaced as directed by the Engineer at the Contractor's expenses. The new plant shall be guaranteed for a year, planted in the proper season, and planted with approved arboricultural specifications.

The Contractor will be required to cooperate with other contractors, utility companies and others needing access to the project site (as approved by the engineer) to complete the work.

65. Grading, Shoulders and Slopes:

Shoulders and slopes shall be free of all stone and clods that exceed 1 inch in diameter. Fine grading (raking) shall take place just before seeding and mulching. No separate payment will be made for shoulder construction or material for shoulder construction as all work necessary to complete the work will be considered incidental to other items in the contract unless otherwise provided in the contract.

66. Materials and Equipment Storage and Parking

When vehicles, equipment, and materials are not being actively used, they shall be moved at least 30 feet away from the edge of any travel way open to traffic (or as directed by the

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Engineer). All debris shall be immediately moved to a location at least 30 feet from the edge of any travel way open to traffic. If vehicles, equipment, materials, and debris are protected by guardrail or barrier, a 5-foot minimum offset from the rail shall be used.

67. **Sidewalk, Driveway, Curb & Gutter Removal and Replacement**

Care should be taken during construction to avoid damaging the existing sidewalk, curb & gutter and pavement outside the immediate construction area. If damaged, it shall be replaced in accordance with the MDOT Standard Specifications for Road and Bridge Construction and City of Hattiesburg standards without extra cost to the City. Prior to construction, the Contractor shall inspect the site and report to the Engineer any damages existing before construction.

The Contractor shall be advised that when a portion of any area of concrete driveways, curb and gutter and pavement must be removed, all areas to be removed shall be defined by a machine-sawed joint, prior to removal. Saw cut of concrete driveway, curb & gutter and pavement are considered incidental to removal unless otherwise provided in the contract.

68. **Maintenance of Mailboxes, Signs, Miscellaneous Appurtenances**

The Contractor shall be required to maintain mailboxes, signs and all miscellaneous appurtenances impacted by construction activities in working order for the duration of construction as directed by the Engineer. Work on the same items shall be done in a timely manner. No separate payment for work on these items will be made as the work will be considered incidental to other items in the contract unless otherwise mentioned in the contract document.

69. Project Completion

When the project is nearing completion the City will obtain comments from the impacted property owners concerning items that are outstanding, yet to be completed. The Engineer will determine which items have sufficient justification to be included in the final punch-list, and the Contractor will be required to complete these items with no additional payment and in a timely fashion.

70. Videotape of Project Site(s)

The Contractor is strongly encouraged to videotape the project site(s) in its entirety before construction begins, with emphasis on properties adjoining the project, drives, trees, appurtenances and other distinguishing features. Appropriate narration will include location and description of property and physical features. No separate payment will be made for this work, and all associated costs will be considered incidental to other items in the contract.

END GENERAL CONDITIONS

PROJECT TECHNICAL SPECIFICATIONS

CLEARING, REMOVAL, and DISPOSAL

1.0 Description

This item shall comply with all requirements provided for under MDOT Standard Specification (2004) Section 201 – Clearing and Grubbing.

Removal of existing benches, trash receptacles, and other existing items or objects not scheduled to remain are included as part of this work and shall include all labor, materials, transportation, and incidentals required to remove and haul all salvaged materials to the appropriate Owner's facility or to properly dispose of as directed by the Engineer.

Any landscape pruning or tree removal is considered incidental and is included under this item. Pruning to existing shrubs or trees will be performed by a licensed landscape or tree professional. Any damaged plant material will be replaced at no cost to the Owner. The Contractor will provide all plant materials conforming to the standards and specifications of the American Standard for Nursery Stock, including grading of plants, root balls, and type and minimum dimensions of containers. Tree removal will include grinding of stump to a minimum of 12 inches below grade.

2.0 Materials

Blank

3.0 Construction Requirements

Comply with applicable requirements of Section 201.03

4.0 Method of Measurement / Basis of Payment

The cost to provide clearing, removing and disposal of debris at each site shall be included in the lump sum price bid for each site and shall include all labor, materials, tools, machinery and incidentals necessary to satisfactorily complete the work according to the plans, specifications and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

EROSION CONTROL

1.0 Description

Erosion Control measures shall be furnished, constructed, maintained, and removed in accordance with MDOT Standard Specifications (2004) with the exception of Method of Measurement and Payment:

Silt Fence shall be furnished, constructed, maintained, and removed in accordance with MDOT Standard Specifications (2004) Section 234 – Silt Fence.

Inlet Protection shall be furnished, constructed, maintained, and removed in accordance with MDOT Standard Drawings ECD-3 and ECD-14 provided in the bid plans.

2.0 Materials

Comply with applicable requirements identified above.

3.0 Construction Requirements

Comply with applicable requirements identified above.

4.0 Method of Measurement / Basis of Payment

The cost to provide erosion control measures at each site shall be included in the lump sum price bid for each site and shall include all labor, materials, tools, machinery and incidentals necessary to satisfactorily complete the work according to the plans, specifications and as directed by the Engineer. Included in the cost is full replacement of all erosion control measures which have become worn, damaged, or ineffectual during the course of work.

PROJECT TECHNICAL SPECIFICATIONS

TEMPORARY TRAFFIC CONTROL

1.0 Description

Traffic Control measures shall be furnished, constructed, maintained, and removed in accordance with the following MDOT Standard Specifications (2004) with the exception of Method of Measurement and Basis of Payment:

Section 104.04	Maintenance of Traffic
Section 618	Maintenance of Traffic and Traffic Control Plan
Section 619	Traffic Control for Construction Zones

Any necessary lane closures on existing travel ways shall be done in accordance with MDOT Standard Drawing TCP-1 included in the contract bid plans.

Replacement of any permanent pavement markings removed during construction shall also be included under this pay item. Final pavement markings shall be furnished, installed, and maintained in accordance with the following MDOT Standard Specifications (2004) with exception of Method of Measurement and Basis of Payment:

Section 626 Thermoplastic Traffic Markings

2.0 Materials

Comply with applicable requirements for each section identified above.

3.0 Construction Requirements

Comply with applicable requirements for each section identified above.

4.0 Method of Measurement/ Basis of Payment

The cost to provide traffic control at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily complete maintenance of traffic, including replacement of pavement striping and markings, for each site according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

GRADING / EARTHWORK

1.0 Description

Perform the required earthwork for this project in accordance with the applicable requirements of MDOT Standard Specifications Section 203 – Excavation and Embankment.

This will include all necessary saw cutting, excavation, fill, grading, and compaction necessary to prepare the site to the subgrade level to receive concrete pad, concrete sidewalk or asphalt base course provide for under other items of the contract. In disturbed areas where sodding is necessary, construct the top 6 inches with soils capable of supporting vegetation. All soil is subject to test and acceptance or rejection by the Engineer.

Any offsite material brought to the site must be obtained from approved sources. The Contractor is responsible for any erosion control requirements of off-site borrow sources.

2.0 Materials

Comply with applicable requirements of Section 203.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 203.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide grading and earthwork at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily complete site preparation for placement of concrete, asphalt base course, and/or sod according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

6" CONCRETE PAD
4" CONCRETE SIDEWALK

1.0 Description

Place 6-inch concrete pad for bus stop shelters and 4-inch concrete sidewalk in accordance with MDOT Standard Specifications Section 608 – Concrete Sidewalks and MDOT Standard Drawings SD-1 and SD-2 included in the contract bid plans.

2.0 Materials

Comply with applicable requirements of Section 608.02.
Detectable Warning Devices (Truncated Domes) shall be as per MDOT standard drawing CCR-1.

3.0 Construction Requirements

Comply with applicable requirements of Section 608.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide 6" concrete pad and 4" concrete sidewalk at each site shall be included in the lump sum price bid for each site and shall include all materials, including detectable warning devices, equipment, labor, and incidentals necessary to satisfactorily install the concrete pads and sidewalk according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

BUS SHELTER AND AMENITIES

1.0 Description

The work specified includes the transport, handling, assembly and erection of new bus stop shelter and amenities for each project site.

All bus stop shelters and amenities must be manufactured 100% in compliance with the "Buy America" clause as described in the "Buy America" documentation included in the bid documents.

The Contractor shall be responsible for installing all bus shelters and amenities in accordance with the manufacturer's specifications and recommendations. Shelters and amenities must match aesthetically including colors, textures, patterns, styles, and materials used in the finished installed products.

2.0 Materials

The following Material specification for the bus shelter and amenities is provided in this contact for informational purposes so as to give pertinent data required for estimating handling, erection, and installation effort.

The Contractor shall submit a shop drawing, a plan and elevation drawing, and an isometric drawing of the proposed bus shelter and amenities to the City for approval prior to fabrication. Details concerning materials, aesthetics, and color shall be submitted at the time of the plan drawings to the Engineer for approval.

The bus stop shelter shall be three-sided structural steel frame and an arched standing seam metal roof. The shelter shall be approximately 9 foot long at the base and shall accommodate a bench and one wheel chair to comfortably fit side-by-side within the shelter. The shelter shall be a minimum of 40 inches wide. The back panel and two side panels shall be glazed full height and shall contain access in the side panels big enough to display maps or route schedules which can be easily changed as needed. Shelter panels should be set 6 inches off the concrete pad and measure a minimum of 6 feet in height. The arched roof shall overhang the open side of the shelter by a minimum of 18 inches, shall overhang the sides by a minimum of 10 inches, and measure at least 8 feet in height from the concrete pad. Wall panels shall be transparent acrylic or coated polycarbonate. Neoprene gaskets shall be used to set the glazing. Poured sealants will not be permitted.

The shelter, including the structural frame, glazing, roof, and anchorage shall meet state and local code for all required hurricane and wind loads. The frame shall be designed to be stable with or without wall glazing and roof panels. The shelter, including connections, components and anchorage, shall be tamperproof.

The bench shall be minimum 48-inches wide with seat separators to accommodate two persons and fit comfortably within the bus shelter next to the wheel chair access. The bench shall match the color and style of the shelter itself.

PROJECT TECHNICAL SPECIFICATIONS

The trash receptacle shall be ribbed construction with a cover to prevent rain water collection and shall match the bench in style and color. The trash receptacle and cover shall be so constructed as to allow easy removal of a full trash bag and the replacement of new bag by City personnel.

The bike rack shall be a single U-shaped rack made of curved steel post anchored to the concrete pad, primed and then painted the same color as the trash receptacle.

3.0 Construction Requirements

Shelters and all amenities shall be guaranteed against any defects in material and/or workmanship for one full year from the time of erection.

The shelter shall be fabricated in the minimum number of parts or sections which can be transported to each site in their preglazed sections.

All wall sections shall have structural horizontal members along the top and bottom edges. Horizontal and vertical members shall be factory attached directly to each other. The fasteners shall be completely hidden when the shelter is installed in the field. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners

Anchor flanges shall be similar metal as shelter with sufficient height of 5 inches to provide up to 3 inches of vertical adjustment for possible unlevel site conditions. All mounting hardware shall be factory supplied.

Shelters will be assembled and installed per manufacturer's recommendations using anchoring system provided by the manufacturer. This includes the installation of benches, trash receptacles and bike racks. The Contractor will coordinate all efforts with the City. The Contractor will be responsible for any damages to the shelter and/or amenities once it leaves the City's storage facility. The Contractor will sign for the shelter prior to leaving the City's storage facility indicating the condition of the shelter.

4.0 Method of Measurement / Basis of Payment

This contact does not include the purchase of bus shelters and amenities. The fabrication and delivery of the shelters and amenities to a City of Hattiesburg storage facility are being purchased under a separately let contract by the City of Hattiesburg.

The cost to install the shelters at each site shall be included in the lump sum price bid under this contract for each respective site and shall include all materials, equipment, labor, and incidentals necessary for satisfactory fabrication, transportation, assembly, hardware and installation according to manufacturer recommendations and as directed by the Engineer.

The cost to pick-up, handle, and transport the bus shelter and amenities from the City's storage facility to each site shall be included in the lump sum price for each site. The City's storage facility is located at City of Hattiesburg Mass Transit Station/Bus Yard at 1001 South Tipton Street, Hattiesburg, MS 39401.

PROJECT TECHNICAL SPECIFICATIONS

NEW TRAFFIC SIGNS

1.0 Description

New bus stop signs including posts shall be provided at each bus stop location in accordance with MDOT Standard Specification Section 630 – Traffic Signs and Delineators with exception of Method of Measurement and Basis of Payment.

2.0 Materials

Comply with applicable requirements of Section 630.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 630.03.

Install sign 7 feet from the base of the sign to ground elevation where sign is shown on the plan sheets. New signs, posts and mounting requirements shall comply with MDOT Standard Drawings SN-4, SN-4A, SN-4B.

4.0 Method of Measurement / Basis of Payment

The cost to provide new traffic signs at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install each sign complete according to the plans, specification and as directed by the Engineer. Removal and disposal of the existing bus stop sign and sign post shall follow requirements for Clearing, Removal, & Disposal.

PROJECT TECHNICAL SPECIFICATIONS

GRASS / SOD RESTORATION

1.0 Description

Grass areas shall be restored in areas disturbed or exposed during construction at each bus stop location by use of sod in accordance with MDOT Standard Specification Section 216 – Solid Sodding.

Payment for sod will be made at the unit price per square foot to include all equipment, labor, materials and incidentals to install and maintain the sod as directed.

2.0 Materials

Comply with applicable requirements of Section 216.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 216.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide grass / sod restoration at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily complete grass / sod restoration according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

SHOPPING CART CORRAL

1.0 Description

The Contractor shall furnish and install a new shopping cart corral to be located at Site 6 on the Walmart property where designated by Walmart in the vicinity of the new bus stop.

2.0 Materials

The corral shall match the property owner's (Wal-Mart) requirements for shopping cart corrals. Once identified, the Contactor shall be responsible for purchasing, delivering, and installing the corral in accordance with the manufacturer's specifications.

3.0 Construction Requirements

The shopping cart corral shall be fabricated and installed as per manufacturer's instructions.

4.0 Method of Measurement / Basis of Payment

The cost to provide and install new shopping cart corral shall be included in the lump sum price bid for that respective site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install the shopping cart corral according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

CONCRETE CURB
2' CURB AND GUTTER

1.0 Description

Place concrete curb in locations shown on the plans in accordance with MDOT Standard Specifications Section 609 – Concrete Gutter, Curb, and Combination Curb and Gutter and MDOT Standard Drawings SD-1 and SD-2 included in the contract bid plans.

2.0 Materials

Comply with applicable requirements of Section 609.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 609.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide concrete curb and concrete curb and gutter at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install concrete curb and concrete curb and gutter according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

FULL DEPTH ASPHALT PATCHING

1.0 Description

Place Full Depth Asphalt Patching in locations shown on the plans in accordance with the following MDOT Standard Specifications:

Section 401 – Hot Mix Asphalt (HMA) – General
Section 403 – Hot Mix Asphalt Pavement
Section 407 – Tack Coat

2.0 Materials

Comply with applicable requirements for each section identified above.

3.0 Construction Requirements

Comply with applicable requirements for each section identified above.

The pavement design shall be:
1.5 inch HMA, ST (9.5mm MIX) (1lift @ 1.5”)
4.0 inch HMA, ST (12.5mm MIX) (2 lifts @ 2.0”)
5.0 inch HMA, ST (19mm MIX) (2 lifts @ 2.5”)

4.0 Method of Measurement / Basis of Payment

The cost to perform full depth asphalt patching shall be included in the lump sum price bid for each site and shall include all materials (including tack coat), equipment, labor, and incidentals necessary to satisfactorily saw cutting the existing pavement, excavate, and construct the full depth pavement patching in accordance with the plans, specifications and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

15 INCH DIAMETER REINFORCED CONCRETE PIPE (RCP)

1.0 Description

Place 15 inch diameter Reinforced Concrete Pipe (RCP) in locations shown on the plans in accordance with MDOT Standard Specifications Section 603 – Culverts and Storm Drains.

2.0 Materials

Comply with applicable requirements of Section 603.02.

3.0 Construction Requirements

Comply with applicable requirements of Section 603.03.

4.0 Method of Measurement / Basis of Payment

The cost to provide 15 inch diameter reinforced concrete pipe at each site shall be included in the lump sum price bid for each site and shall include all materials, equipment, labor, and incidentals necessary to satisfactorily install the concrete pipe according to the plans, specification and as directed by the Engineer.

PROJECT TECHNICAL SPECIFICATIONS

PEDESTRIAN HAND RAIL AND CURB STOP

1.0 Description

The Contractor will install a new pedestrian hand rail and provide parking stall curb stop as called for and detailed in the plans.

References:

ASTM A36	Specification for Structural Steel
ASTM A53	Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless
ASTM A123	Specification for Zinc (Hot-Dipped Galvanized) Coating's on Iron and Steel Products
ASTM A153	Specification for Zinc Coated (Hot0-Dip) on Iron and Steel Hardware
ASTM A307	Specification of Carbon Steel Bolts and Studs, 60,000psi Tensile
ASTM A449	Specification for Quenched and Tempered Steel Bolts and Studs
ASTM A563	Specification of Carbon and Alloy Steel Nuts

National Association of Architectural Metal Manufacturers (NAAMM) – Pipe Railing Manual, Including Round Tube

ANSI A 117.1 Guidelines for Accessible and Usable Buildings and Facilities

The pedestrian railing system shall comply with all codes and regulations set forth by Federal OSHA law (CFR, Title 29 - Labor; Parts 1900 to 1910), American with Disabilities Act (ANSI A117.1 for the physically disabled) and with local building code.

2.0 Materials

Pipe for railings shall be 2 inch diameter, Schedule 40, hot dipped galvanized steel pipe conforming to ASTM A53 fabricated and erected specifically for pedestrian handrails. Provide Flat Base Flange plates for anchorage to concrete.

Galvanizing: All steel railing, flanges and bolts shall be galvanized in accordance with ASTM A 123

Grout: Hydraulic-cement (nonshrinkable), ASTM C 1107.

Anchors, Fasteners, and Accessories: Provide all required anchors, fasteners, miscellaneous components, and accessories as required for complete and finished railing installations. Bolts, studs, nuts, and washers shall conform to ASTM A307, A449, and A563, as applicable and shall be galvanized in accordance with ASTM A153.

PROJECT TECHNICAL SPECIFICATIONS

Curb Stops: Curb Stops shall be 6-foot long, prefabricated 5,000 psi, air entrained concrete curb stops for placement in the parking stalls immediately adjacent to the new pedestrian handrail.

3.0 Construction Requirements

Metal handrails and railings shall be prefabricated and preassembled in the factory or shop as far as practical. Metal handrails and railings shall be fabricated by firms or shops experienced and skilled in the custom fabrication of architectural metal handrails and railings, and shall meet the quality requirements of NAAMM Pipe Railing Manual.

Bends in rails shall be precision-formed to a smooth continuous radius by skilled workers. Work quality and finish shall be true to detail. Ends shall be closed with similar materials, welded and ground smooth. Welding shall be performed in shop unless otherwise indicated. Welded joints of handrails and railings shall be ground and dressed smooth to match adjacent surfaces and so that the shape and profile of the item welded is maintained

Contractor shall prepare and submit shop drawings of the hand rail system including type of anchorage to the concrete to the Engineer for approval prior to fabrication. The hand rail will be installed in a concrete footing or anchored to the new sidewalk. The completed handrail assembly shall be welded to the Flat Base Flange plates which in turn are drilled and mechanically anchored to the new sidewalk.

Welding: Connections between railings shall be made by welding only.

Installation of metal handrails and railings shall be in accordance with approved shop drawings, true and horizontal, perpendicular, or at the angle, as the case may be, level and square, with angles and edges parallel with related lines of the sidewalk.

The railing system shall have a minimum height of 34 inches (865 mm) and a maximum height of 38 inches. (965 mm) measured vertically at the nosing.

Curb Stops: Curb stops shall be anchored to the existing pavement as per manufacturer's recommendation.

4.0 Method of Measurement / Basis of Payment

The cost to provide pedestrian handrail and parking lot curb stop at each site shall be included in the lump sum price bid for each site and shall include all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the work according to the plans, specifications and as directed by the Engineer.

The work performed under this contract will be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and

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guidance references include, but are not limited to, the Master Agreement FTA MA (17), dated October 1, 2010; FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

NOTE: "BIDDER" AND "CONTRACTOR" ARE USED SYNONYMOUSLY

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1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Use of United States-Flag Vessels. The Contractor agrees:

(1) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the Contractor in the case of a subcontractor’s bill-of lading.)

(3) to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

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3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31, 18 U.S.C. 1001
49 U.S.C. 5307

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(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

(1) Termination for Convenience (General Provision): The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City for payment. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

(2) Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the

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contract. If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(3) Opportunity to Cure (General Provision): The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor two (2) weeks in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions If the Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(4) Waiver of Remedies for any Breach: In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

8. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination
In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the American with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

(a) Race, Color, Creed, National Origin, Sex
In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

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Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age
In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities
In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, " 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

49 CFR Part 26

(1) The Federal Fiscal Year goal has been set by the City in an attempt to match projected procurements with available qualified disadvantaged businesses. The City goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City as set forth by the Department of Transportation Regulations 49 CFR Part 26, and is considered pertinent to any contract resulting from this request for quotation/proposal.

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If a specific DBE goal is assigned to this contract, it will be clearly stated in the bid documents, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, the City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the bid documents, it will be understood that no specific goal is assigned to this contract.

(a) Policy – It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of Contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the City to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of City procurement activities is encouraged.

(b) DBE obligation – The Contractor and its subcontractors agree to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBEs in the work provided, the City may declare the contractor noncompliant and in breach of contract. Guidance concerning good faith efforts may be found in the bid documents and are also available from the City.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with City's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City and will be submitted to the City upon request.

FEDERAL TRANSIT ADMINISTRATION (FTA)
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(e) The CITY will provide affirmative assistance, as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:

- Identification of qualified DBEs,
- Available listing of Minority Assistance Agencies,
- Holding bid conferences to emphasize requirements.

(2) Prime Contractors are encouraged to use the services of DBE banks.

(3) DBE Program Definitions:

(a) Disadvantaged Business Enterprise or DBE means a for-profit small business concern:

i. That is at least 51% owned by one or individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or such individuals; and

ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (12 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

(c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

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iv. "Asian-Pacific American", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of Pacific Islands (Republic of Palua), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

10. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

These regulations require, as a matter of responsiveness, that the Bidder or Contractor submit to the purchaser the appropriate Buy America certification (Attachment B or C) with all bids where FTA funds are provided, except those subject to a general waiver or less than $100,000.

FEDERAL TRANSIT ADMINISTRATION (FTA)
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BIDS OR OFFERS THAT ARE SUBMITTED WITHOUT THE COMPLETED BUY AMERICA CERTIFICATION SHALL BE REJECTED AS NONRESPONSIVE. BIDDERS ARE ADVISED THAT SUBMISSION OF BOTH CERTIFICATIONS WITH THE BID IS ALSO CONSIDERED NONRESPONSIVE AND WILL RESULT IN REJECTION OF THE BID; ONLY ONE CERTIFICATION (either Attachment B or Attachment C) SHALL BE SUBMITTED.

11. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

12. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

FEDERAL TRANSIT ADMINISTRATION (FTA)
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The requisite "Lobbying Certification" is included as ATTACHMENT A (attach Standard Form-LLL if necessary) and must be executed for contracts of $100,000 or more and prior to the award of the contract.

13. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

(1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

(3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. (If applicable)

(4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or

FEDERAL TRANSIT ADMINISTRATION (FTA)
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any authorized officer or employee of any of them for the purposes of conducting an audit and inspection. (If applicable)

(5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

14. CLEAN AIR REQUIREMENTS

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

FEDERAL TRANSIT ADMINISTRATION (FTA)
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16. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractors and subcontractors are also subject to a continuing duty of disclosure. Contractors and subcontractors must provide immediate written notice to the City if they learn that a person involved in a covered transaction has been excluded. The City must then provide written notice to the Federal Transit Administration.

The requisite Debarment and Suspension Certification is included as ATTACHMENT D (attach additional statement if necessary) and must be executed for contracts of $25,000 or more and prior to the award of the contract.

17. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18 FTA Circular 4220.1F

Contractor shall submit all disputes arising out of this Purchase Order to the City's Purchasing Manager. Buyer shall submit all disputes to Seller's designated representative. If the parties are unable to resolve the dispute, then they may pursue any remedy they have at law or in equity, except as limited herein.

FEDERAL TRANSIT ADMINISTRATION (FTA)
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18. RIGHT OF PROTEST

49 CFR Part 18 FTA Circular 4220.1F

If a Contractor has a grievance with a solicitation or award, they may protest to the Purchasing Manager within 14 days of award. The written protest shall include the name of the protestor, solicitation/contract number or description, and a statement of the grounds for protest. Protests should be filed with the City Purchasing Manager. The Purchasing Manager will investigate the complaint and decide whether the complaint is justified and if so, what corrective action should be taken. All decisions by the Purchasing Manager are final.

The Federal Transit Administration will only entertain a protest that alleges the City failed to follow the stated protest procedures. Such protests to FTA must be filed in accordance with FTA Circular 4220.1F.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

49 CFR Part 18 FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

20. COMPLIANCE WITH FEDERALLY REQUIRED CLAUSES AND REQUIREMENTS

The Contractor is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the terms, conditions and specifications of the contract, including all applicable FTA requirements.

Upon request of the City or FTA, Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as evidence of the steps it has taken to ensure subcontractor performance, and/or submit evidence of subcontractor's compliance, at all tiers.

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

21. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 794; 49 USC § 5301(d); and any implementing requirements FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.

22. PROMPT PAYMENT AND RETURN OF RETAINAGE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors. The prime contractor and its subcontractors shall further comply with the State of Mississippi regarding prompt payment, to the extent applicable.

It is the responsibility of the subcontractors to notify the City DBE Liaison Officer of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the City will investigate and take appropriate action.

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding $100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
   This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq*. apply to this certification and disclosure, if any.

_____ _____
Date Signature of Contractor's Authorized Official

_____
Name and Title of Contractors Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20__, in the State of _____;
and the County of _____.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT B

CERTIFICATE OF COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding $100,000. A bid that does not include this certification or the certification under Attachment C will not be eligible for award.)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT C

CERTIFICATE OF NON-COMPLIANCE
WITH BUY AMERICA REQUIREMENTS

(To be submitted with all bids exceeding $100,000. A bid that does not include this certification or the certification under Attachment B will not be eligible for award.)

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulation in 49 CFR Part 661.7.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public _____

My Appointment Expires _____

FEDERAL TRANSIT ADMINISTRATION (FTA)
CONTRACT CLAUSES

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding $25,000.)

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), _____, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20____.

Notary Public _____

My Appointment Expires _____

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

Compliance with American Recovery and Reinvestment Act of 2009:

This Contract is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. The Contractor shall satisfy the federal reporting requirements for the contract for both the Contractor and all subcontractors. The Contractor shall provide the required information on appropriate form(s) in the timeframe(s) indicated. The Contractor shall include these reporting requirements in all subcontracts.

DUNS NUMBER

Federal reporting on projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA), also known as the Economic Stimulus Package, require Contractors to report their DUNS number. Visit www.dnb.com and click on "D & B D-U-N-S Number" to obtain a number. It takes a minimum of 30 business days for a new D&B DUNS Number to be processed at no charge. Contractors only need this number if they are awarded the contract and it will not be needed to bid. Once the Contract is awarded, the number will be required on all forms and on the website.

FEDERAL CONTRACTOR SAM REGISTRATION

The Contractor is required to register with the System for Award Management (SAM). The System for Award Management (SAM) combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system, including the Central Contractor Registry (CCR). Registration can be completed at the following web address: *www.sam.gov*

MAINTENANCE OF RECORDS

The Contractor shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of termination of this Contract. The City of Hattiesburg, the FTA, and their authorized agents shall have the right to audit, inspect and copy records and documentation as often as necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The City of Hattiesburg, the FTA, and their authorized agents, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

Audits

Contractors of Federal and State funds are to have audits done annually using the following criteria:

- Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

- In the event that a Contractor expends $500,000 or more in federal awards in its fiscal year, the Contractor must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget **(OMB) Circular A-I 33**.

- If a contractor expends less than $500,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a Contractor expends less than $500,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-federal funds.

- Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the City of Hattiesburg by the CONTRACTOR within 21 days of receiving it. The aforementioned items are to be received by the appropriate FTA office no later than 9 months after the end of the Contractor's fiscal year.

Authority of the Comptroller General:

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority:

1. to examine any records of the Contractor or any of its subcontractors, or any State or Local governmental agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2. to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the Contractor, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy America and Foreign Contractor and Supplier Restriction

See FTA Clause 10 under FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES of this contract.

Equal Employment Opportunity

Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

Equal Employment Opportunity Officer: Designate and make known to the City of Hattiesburg an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

Recruitment: When advertising for employees, include in all advertisements for employees the notation

AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(ARRA)
CONTRACT COMPLIANCE REQUIREMENTS

"An Equal Opportunity Employer".

Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

The following procedures shall be performed:

1. Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

Records and Reports**:** keep such records as necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and non-minority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment

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Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three (3) years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives of the City of Hattiesburg and the FTA.

Upon request, submit to the City of Hattiesburg a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

Prevailing Minimum Wage

Payment of predetermined minimum wages applies for this contract. The U.S. Department of Labor Wage Rates applicable to this Contract can be found on the U.S Department of Labor website Wage Determination OnLine.gov or http://www.wdol.gov/. Wage Rate Decision Number (WDs) for this contract can be accessed under the Davis-Bacon Act (DBA) portal and providing the appropriate selection criteria for the contract.

Davis-Bacon Act

(l)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Contract and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

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(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph b(2) of this Clause) and the Davis-Bacon poster (WH-132l) shall be posted at all times by the Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contractor shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contractor shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contractor shall notify the City of Hattiesburg. The City of Hattiesburg shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

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The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Contractor, and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall notify the City of Hattiesburg. The City of Hattiesburg shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the FTA Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

1. The minimum wages to be paid laborers and mechanics under the Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Contract.

2. If the Contract has been issued without a wage determination, the City of Hattiesburg shall notify the Contracting Officer immediately of the site of the work under the Contract in order

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for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City of Hattiesburg. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the City of Hattiesburg. The City of Hattiesburg shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D (1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site.

(b) The City of Hattiesburg is responsible for the ensuring all Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Contractor is responsible for ensuring all subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for

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transmission to the City of Hattiesburg, for purposes of an investigation or audit of compliance with prevailing wage requirements.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify –

> (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
>
> (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
>
> (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor shall make the records required under paragraph D (1) of this Clause available for inspection, copying, or transcription by the City of Hattiesburg, authorized representatives of the Contracting Officer, or the Department of Labor. The Contractor shall permit the City of Hattiesburg, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor fails to submit the required records or to make them available, the FTA Contracting Officer may, after written notice to the Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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Withholding of Funds

The City of Hattiesburg shall, upon his or her or its own action or upon written request of the Contracting Officer, or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the City of Hattiesburg may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor.

Apprentices and Trainees

(l) Apprentices.

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed-

> (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the
> OATELS; or
>
> (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(l) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing

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work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees.

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by OATELS. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

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(c) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3.

Certification of Eligibility

1. By entering into this Contract (as applicable), the Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).

2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.c. 1001.

Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Contract in an amount in excess of $100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Contractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such

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workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor shall be liable to the United States (in the case of work done under a Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWSSHA paragraph A, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor under any Contract on this or any other Federal Award or Federal contract with the same Contractor on any other federally-assisted award or contract subject to the CWHSSA, which is held by the same Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

D. The Contractor shall maintain payrolls and basic payrolls in accordance with Clause 25, Davis-Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Contracts. These records are subject to the requirements set forth in Clause 25 Davis Bacon Requirements.

Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer (Contractor) receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate

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misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- A gross waste of covered funds;
- A substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- An abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. Law 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices).

False Claims Act:

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The contractor shall promptly refer to the FTA or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving ARRA funds.

SITE VISITS:

FTA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Contractors are required to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

The CONTRACTOR must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

PARTIAL PAYMENTS - WITHHOLDING PAYMENT.

The City of Hattiesburg will withhold progress payments from the Contractor for failure to comply with the requirements of the Compliance with American Recovery and Reinvestment Act of 2009 (ARRA).

ACCEPTANCE AND FINAL PAYMENT

Acceptance and final payment documents are expanded to include that the Contractor has met the requirements of the compliance with American Recovery and Reinvestment Act of 2009 (ARRA).

	STATE	PROJECT NO.	SHEET NO.
	MISS.		1

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

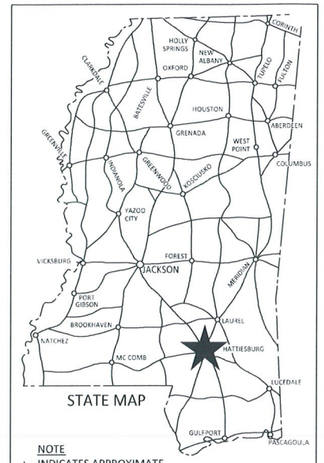
FORREST AND LAMAR COUNTIES

HUB CITY TRANSIT BUS SHELTER ADA ACCESSIBILITY PROJECT

BID PACKAGE B – SITE WORK & INSTALL SHELTERS

INDEX OF SHEETS

C0.0 TITLE SHEET
C0.1 GENERAL NOTES AND DETAILS
C0.2–C0.7 DETAILS
C1.0 SITE 1 MCLEOD STREET AT FIRE STATION
C2.0 SITE 2 HARDY STREET AT PUBLIC LIBRARY, OB
C3.0 SITE 3 HARDY STREET AT KAMPER PARK, IB
C4.0 SITE 4 S 28TH AVENUE AT FORRET GENERAL
C5.0 SITE 5 COUNTRY CLUB ROAD AT PINEVIEW APT.
C6.0 SITE 6 WAL–MART OFF US HWY 98



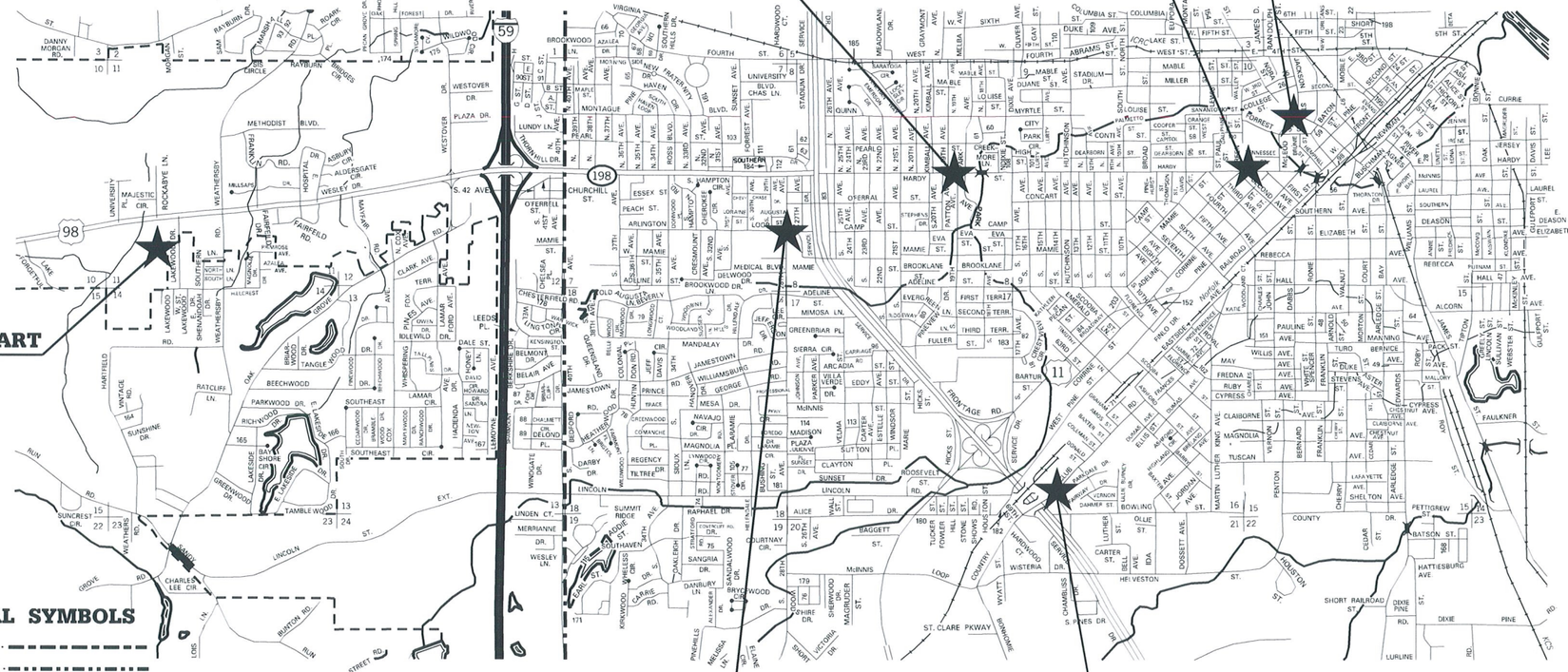
NOTE
★ INDICATES APPROXIMATE LOCATION OF PROJECT.

LAT.	LONG.
(APPROX. MIDDLE OF PROJECT)	

SITE 1 FIRE STATION

SITE 2 PUBLIC LIBRARY

SITE 3 KAMPER PARK



SITE 6 WALMART

SITE 4 FORREST GENERAL

SITE 5 PINEVIEW APTS.

CONVENTIONAL SYMBOLS

- COUNTY LINE .....
- TOWN CORPORATION LINE .....
- SECTION LINE .....
- EXISTING ROAD OR TRAVELED WAY .....
- PROPOSED ROAD OR TRAVELED WAY .....
- RAILROAD .....
- SURVEY LINE .....
- BRIDGES .....

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DATE: 6/24/2015 16:22:39

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI

AAF Size 6/25/15

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972–4542
Fax: (843) 388–0420

DATE	REVISIONS	BY

APPROVED:

CHIEF ENGINEER ____ DATE ____

EXECUTIVE DIRECTOR ____ DATE ____

APPROVED:

DIVISION ADMINISTRATOR ____ DATE ____

FEDERAL HIGHWAY ADMINISTRATION

LAMAR AND FORREST COUNTY C0.0

GENERAL NOTES (APPLICABLE FOR ALL SHEETS):

1. THE CITY OF HATTIESBURG IS CURRENTLY LETTING A SEPARATE CONTRACT TO PURCHASE THE BUS SHELTERS AND AMENITIES WHICH INCLUDE BENCHES, TRASH RECEPTACLES, AND BIKE RACKS FOR EACH SITE. THE CONTRACTOR WILL PICK-UP FROM THE CITY STORAGE FACILITY, TRANSPORT, AND INSTALL SHELTERS AND AMENITIES AT EACH SITE. SHELTERS WILL BE ASSEMBLED AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS USING ANCHORING SYSTEM PROVIDED BY THE MANUFACTURER. THIS INCLUDES THE INSTALLATION OF BENCHES, TRASH RECEPTACLES, AND BIKE RACKS. THE CONTRACTOR WILL COORDINATE ALL EFFORTS WITH THE CITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGES TO SHELTER AND/OR AMENITIES ONCE IT LEAVES THE CITY'S STORAGE FACILITY. THE CONTRACTOR WILL SIGN FOR SHELTER PRIOR TO LEAVING THE CITY'S STORAGE FACILITY INDICATING THE CONDITION OF THE SHELTER. THE COST TO HANDLE AND TRANSPORT THE BUS SHELTER AND AMENITIES FROM THE CITY'S STORAGE FACILITY TO EACH SITE SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR EACH SITE. THE CITY'S STORAGE FACILITY IS LOCATED AT CITY OF HATTIESBURG MASS TRANSIT STATION/BUS YARD AT: 1001 SOUTH TIPTON STREET, HATTIESBURG, MS 39401

2.BUS SHELTER FACILITIES INCLUDE ALL SHELTER PARTS, AND AMENITIES INCLUDING BENCH, TRASH RECEPTACLE, AND BIKE RACK.
CONTRACTOR TO INSTALL PER MANUFACTURER'S INSTRUCTIONS. CONTRACTOR TO PROVIDE APPROPRIATE ANCHORING PER MANUFACTURERS RECOMMENDATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK. ANY DAMAGE TO EXISTING UTILITIES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

4. SAW CUT ALL PAVEMENT AND CONCRETE CURB AND GUTTER AT REMOVAL LIMITS PRIOR TO REMOVAL. ALL PAVEMENT REMOVED WILL BE DISPOSED OF IN A LEGAL MANNER BY THE CONTRACTOR.

5. CONTROL SEDIMENT ON SITES AND PREVENT FROM WASHING ONTO ADJACENT ROADWAY AND/OR PROPERTY. PROVIDE INLET PROTECTION AT INLETS THROUGHOUT CONSTRUCTION AND SILT FENCING TO PREVENT SEDIMENT FROM LEAVING THE SITES OR ENTERING ADJACENT STORM DRAINAGE SYSTEMS. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PER THE LATEST EDITION OF THE MDOT STANDARDS.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR MATERIALS LEFT ON SITE. IT IS RECOMMENDED THAT THE CONTRACTOR NOT LEAVE MATERIAL ON SITE WHEN NOT PRESENT.

7. PROTECT ALL DISTURBED AREAS AND DO NOT LEAVE ANY OPEN TRENCHES WHEN NOT PRESENT. PROVIDE PROPER AND VISIBLE PROTECTION FENCING, MARKERS AND SIGNAGE AT ALL TIMES. DO NOT LEAVE ANY OPEN TRENCHES OVER NIGHT OR TRIPPING HAZARDS.

8. COORDINATE WITH PROPERTY OWNERS FOR STAGING AREAS AND OWNER ACCESS TO THE SITE DURING CONSTRUCTION, INCLUDING TENANT PARKING, DELIVERIES AND GARBAGE PICKUP. THE CITY HAS PROCURED OR IS IN THE PROCESS OF PROCURING EASEMENTS AT EACH INDIVIDUAL BUS SHELTER SITE. THE CONTRACTOR WILL COORDINATE ENTRANCE INTO ADJACENT PROPERTY WITH THE CITY AND UNDERSTANDS THAT SOME OF THE EASEMENTS MAY NOT BE PROCURED AT THE TIME OF CONSTRUCTION.

9. CONTROL POINTS PROVIDED ON PLAN ARE FOR USE IN STAKING OUT PROPOSED WORK. CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND RESETTING IF DAMAGED BY CONSTRUCTION ACTIVITIES.

10. CONTRACTOR RESPONSIBLE FOR PROTECTING EXISTING SITE FEATURES TO REMAIN AND RESTORING ANY DAMAGE TO PRECONSTRUCTION CONDITIONS.

11. IF LANE CLOSURE IS REQUIRED TO PERFORM ANY WORK ITEMS, USE MDOT STD. TCP-1 FOR ADVANCED WARNING SIGNS AND APPLICABLE LANE CLOSURE.

12. CONCRETE SIDEWALKS AND BUS SHELTER PADS SHALL BE CLASS "B"CONCRETE IN ACCORDANCE WITH MDOT STANDARDS. SIDEWALKS SHALL HAVE CONTRACTION JOINTS AT 5'-0"ON CENTER AND EXPANSION JOINTS AT 50' ON CENTER. THE 6" CONCRETE BUS SHELTER PADS SHALL CONSIST OF COMPACTED SUBGRADE, 6"OF STONE BASE AND 6"OF CONCRETE REINFORCED WITH 6X6XW2.9XW2.9 WOVEN WIRE FABRIC SHEETS AS SHOWN IN THE DETAIL ON THIS SHEET. MAXIMUM SLOPE PERPENDICULAR TO THE SIDEWALK WILL BE TWO PERCENT (2%) AND SHALL CONSIST OF A BROOM FINISH. SLOPES PARALLEL TO SIDEWALK SHALL FOLLOW THE GRADE OF THE ROADWAY UNLESS OTHERWISE SHOWN ON THE PLANS. CURB CUT RAMPS WILL MEET THE REQUIREMENTS OF C0.7. SEE SHEET C0.5 TO C0.7 FOR DETAILS.

13. ALL NEW PAVEMENT SURFACES SHALL BE FLUSH WITH EXISTING PAVEMENT TO PREVENT TRIPPING HAZARD. PROVIDE 1/2" EXPANSION JOINT AT ALL EXISTING PAVEMENT OR STRUCTURES.

14. PROVIDE JOINT SEALER AT ALL JOINTS BETWEEN NEW CONCRETE PAD AND EXISTING PAVEMENT. JOINT SEALER SHALL BE GREY IN COLOR AND IN ACCORDANCE WITH SECTION 707 OF THE MDOT STANDARDS.

15. BACKFILL ADJACENT TO ALL NEW PAVEMENT ONCE FORM WORK IS REMOVED AND COMPACT. USE MINIMUM 6" CLEAN TOP SOIL AND BRING FLUSH WITH PAVEMENT.

16. ALL TREE OR SHRUB PRUNING SHALL BE COMPLETED BY A LICENSED LANDSCAPE OR TREE PROFESSIONAL.

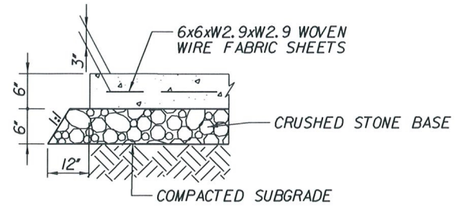
17. GRADE ALL DISTURBED AREAS SMOOTH, REMOVE ALL ROOTS, ROCKS OR ANY OTHER DEBRIS, AND SOD. SOD TO EXTEND 5' BEYOND ALL NEW PAVEMENT AREAS. ALL OTHER DISTURBED AREAS WILL BE SEEDED AND MULCHED. MATCH SOD AND SEEDING TYPE TO EXISTING SURROUNDING GRASS, I.E. FESCUE, BERMUDA, ETC. FERTILIZE AND WATER AS NECESSARY UNTIL APPROVED AND ACCEPTED BY THE CITY. SEEDING/MULCHING WILL BE CONSIDERED INCIDENTAL TO THE SOD WORK.

18. ALL EXISTING BUS STOPS WILL REMAIN OPERATIONAL DURING CONSTRUCTION. COORDINATE REMOVAL OF EXISTING MATERIAL WITH NEW SHELTER COMPLETION. PROVIDE TEMPORARY PROTECTED AREA ADJACENT TO SITE FOR RIDERS UNTIL NEW SHELTER HAS BEEN ACCEPTED BY THE CITY FOR OPERATION. REPAIR ANY DAMAGED AREAS USED FOR THE TEMPORARY BUS STOP.

19. ROW INFORMATION SHOWN ON PLANS IS BASED ON DEED RESEARCH AND NOT ACTUAL FIELD SURVEY.

20. CONTRACTOR TO CONTACT CREATIVE OUTDOOR ADVERTISING AT 1-800-661-6088 TO COORDINATE REMOVAL AND PICKUP OF EXISTING BENCHES.

21. ELEVATIONS SHOWN HEREIN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). THE BEARINGS AND DISTANCES SHOWN HEREON ARE GRID VALUES BASED ON THE NAD83 MISSISSIPPI STATE PLANE EAST ZONE COORDINATE SYSTEM IN FEET.



TYPICAL SHELTER PAD

NTS - SEE NOTE 11.

LIST OF STANDARD DRAWINGS

	MDOT STD.
CONCRETE SIDEWALK	287/288
CURB CUT RAMP	289
CONCRETE CURB & GUTTER	287/288
TEMPORARY SILT FENCE	142
TRAFFIC CONTROL PLANS	250/251

SURVEY CONTROL POINTS

	POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
SITE 1	144	665528.9300	840335.8580	166.360	MANHOLE
	146	665257.8241	840544.5636	160.558	"X" IN CONCRETE
SITE 2	77	663657.6900	839060.3300	174.690	MANHOLE
	79	663988.8300	839471.2090	170.271	NAIL
SITE 3	180	664167.9000	832965.0000	171.220	MANHOLE
	181	663915.8280	832939.9151	173.314	NAIL
SITE 4	254	662677.2830	828566.9180	194.190	MANHOLE
	255	662619.9859	828737.4878	194.150	NAIL
SITE 5	501	656583.7500	835032.0500	206.620	MANHOLE
	502	656397.3800	834798.2700	209.160	MANHOLE
SITE 6	4	662865.0940	813584.0850	240.140	WATER VALVE
	6	662524.1467	813571.8017	234.665	NAIL

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

STUART F. HEALY
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PE-18517
STATE OF MISSISSIPPI

HALF SIZE 6/24/13

PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT

GENERAL NOTES AND DETAILS

BY | REVISION | DATE

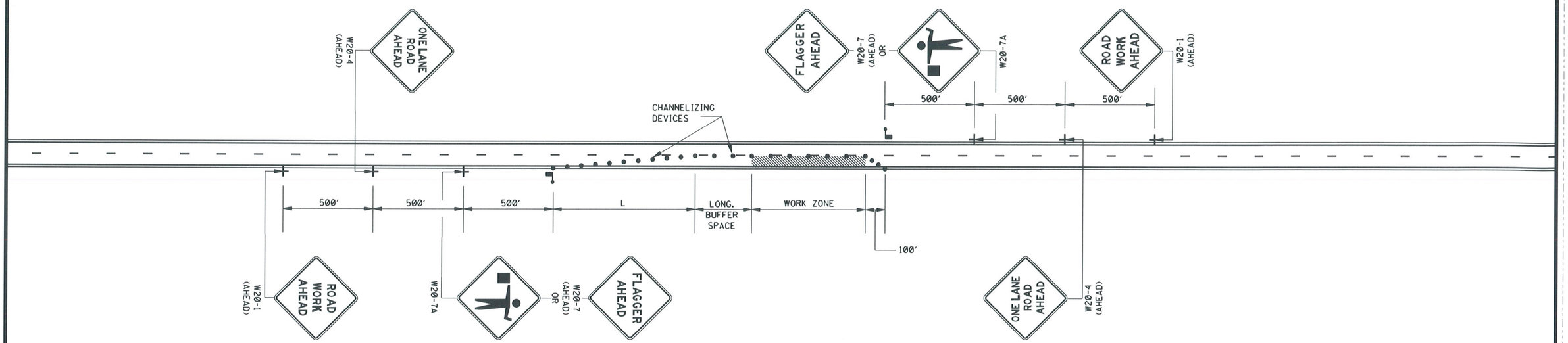
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WORKING NUMBER

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DATE: 6/25/2013 12:01:57

STATE	PROJECT NO.
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LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† 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 LUMP SUM BID FOR EACH SITE.
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.

STUART F. HEALY
REGISTERED PROFESSIONAL
ENGINEER
PE-18517
STATE OF MISSISSIPPI

HALF SIZE 6/25/13

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

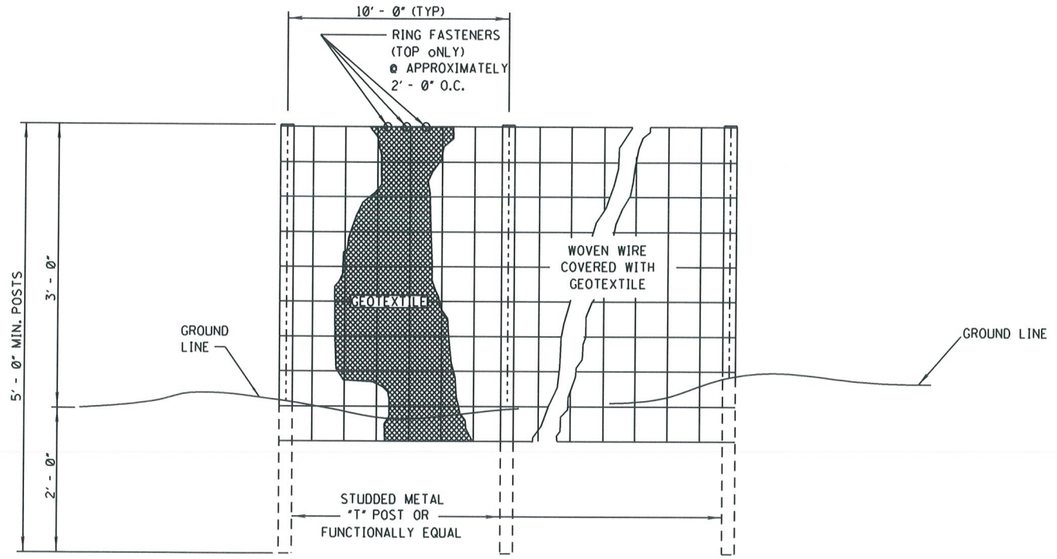
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WORKING NUMBER
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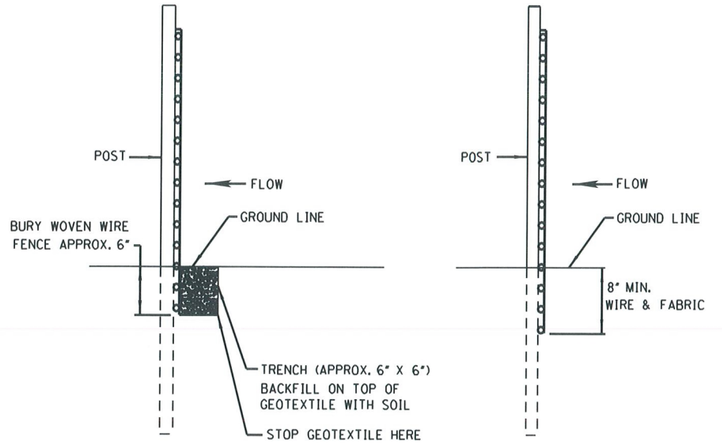
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STATE	PROJECT NO.
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ELEVATION VIEW

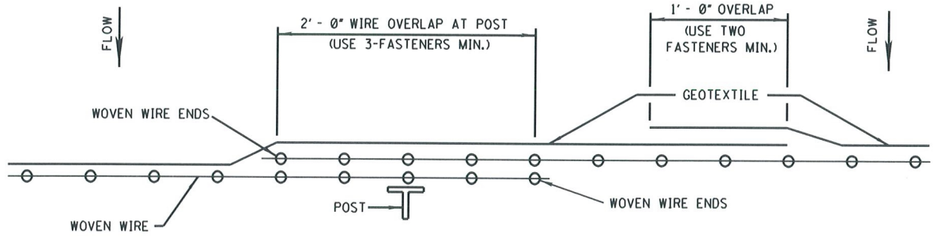


METHOD I

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.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTUREED 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

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PE-18517
STATE OF MISSISSIPPI

6/25/13

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

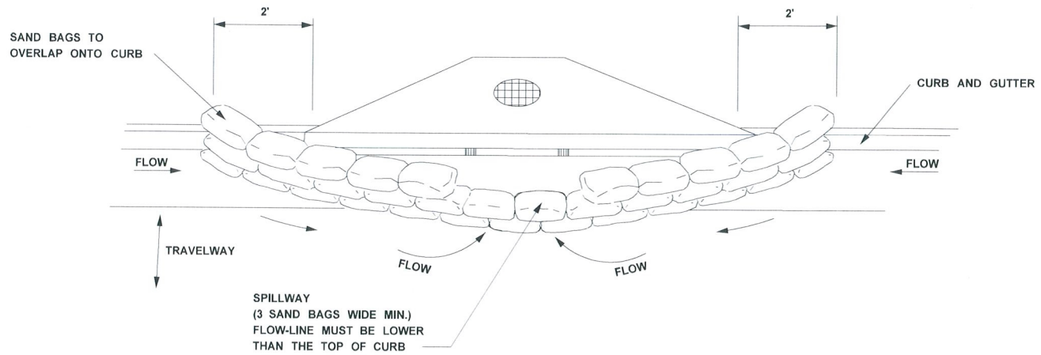
DETAILS OF SILT FENCE INSTALLATION

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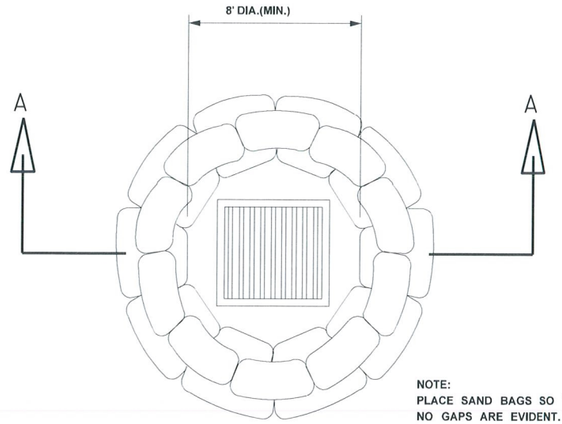
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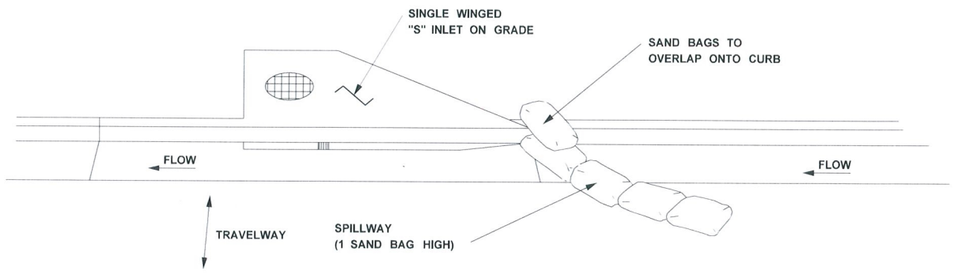


TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG

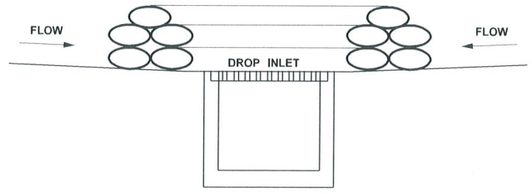


NOTE:
PLACE SAND BAGS SO THAT
NO GAPS ARE EVIDENT.
3 BAGS HIGH AND STAGGERED.
(80 BAGS MIN.)

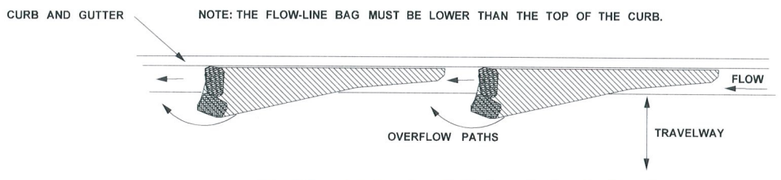
DROP INLET
PLAN VIEW



TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



SECTION A-A
SAND BAG BARRIER



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

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HSE
5/25/13

REVISION BY

DATE

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INLET PROTECTION
DETAILS OF SAND BAG

FILENAME: EROSION CONTROL\ECD-14.DGN
DESIGN TEAM _____ CHECKED _____ DATE _____

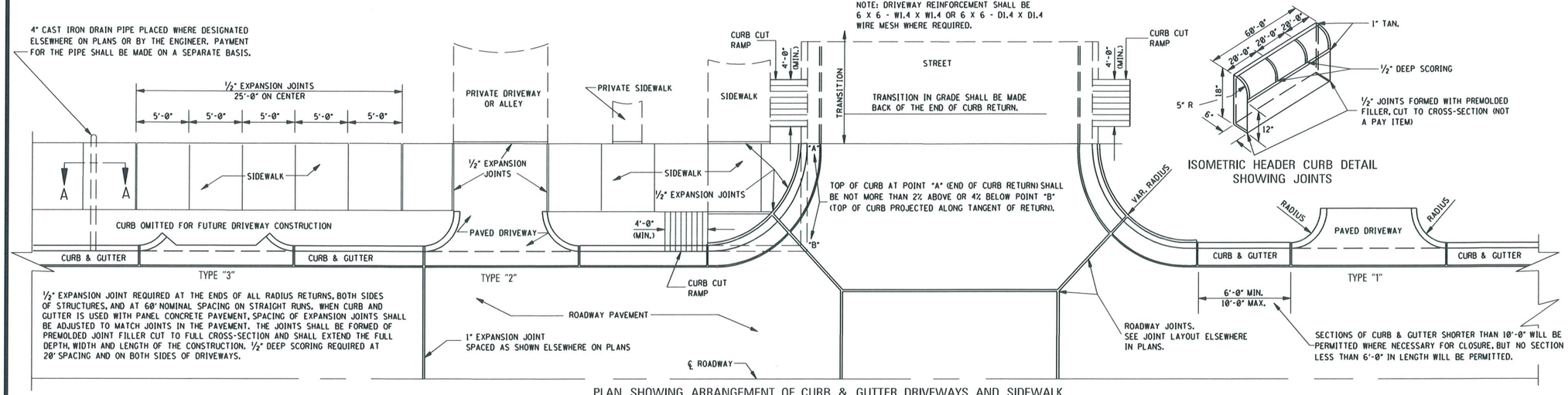
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PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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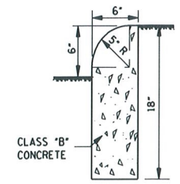
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METRIC PLAN SHEET



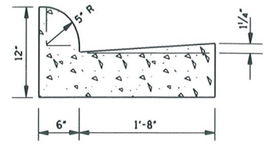
PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

ISOMETRIC HEADER CURB DETAIL SHOWING JOINTS

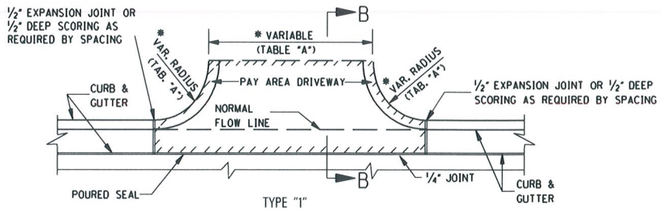


DETAIL OF HEADER CURB

CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.



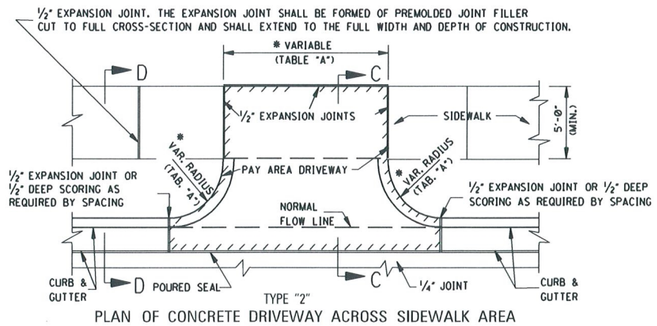
TYPE "3B"
DETAIL OF COMBINATION CURB & GUTTER



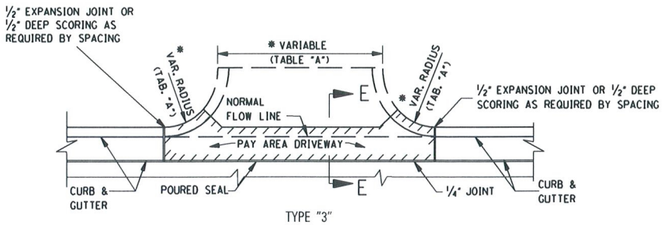
TYPE "1"
PLAN OF CONCRETE DRIVEWAY

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL/ INDUSTRIAL	30' - 50'	5' - 30'

11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

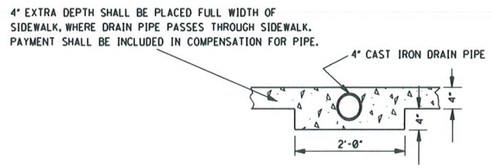


TYPE "2"
PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA

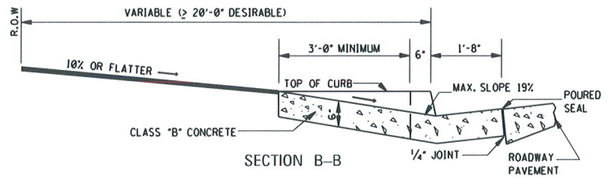


TYPE "3"
PLAN–CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

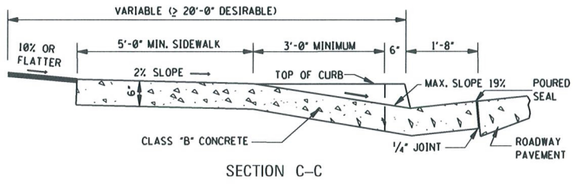
NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



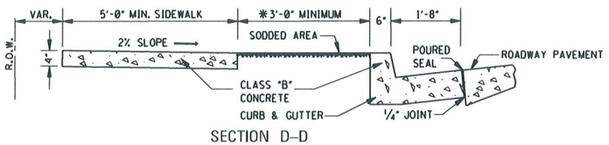
SECTION A–A



SECTION B–B

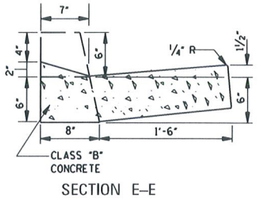


SECTION C–C

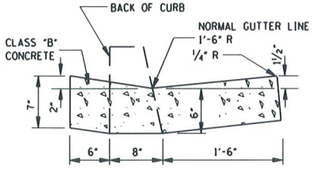


SECTION D–D

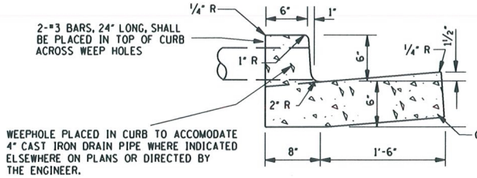
*NOTE: THE 3'-0" BUFFER SHOWN IS FOR A BUFFER ZONE. BUFFER ZONE IS NOT REQUIRED UNLESS INDICATED ELSEWHERE ON PLANS.



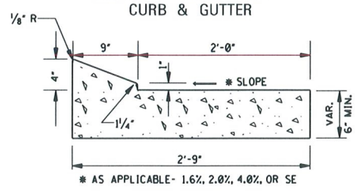
SECTION E–E



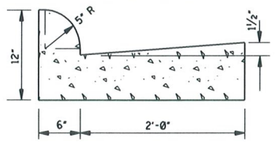
DETAIL OF VALLEY GUTTER



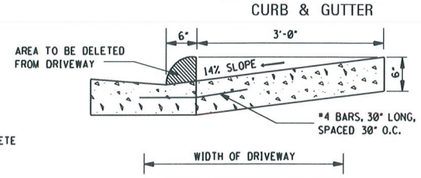
TYPE "1"
DETAIL OF COMBINATION CURB & GUTTER

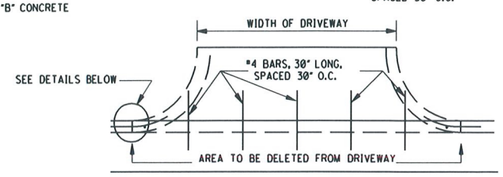


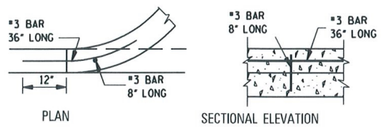
TYPE "2"
DETAIL OF COMBINATION CURB & GUTTER



TYPE "3A"
DETAIL OF COMBINATION CURB & GUTTER







PLAN SECTIONAL ELEVATION

PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP–FORM PLACEMENT OF CURB & GUTTER



GENERAL NOTES:

1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A ½" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DRIVEWAYS, CURB & GUTTER & SIDEWALK

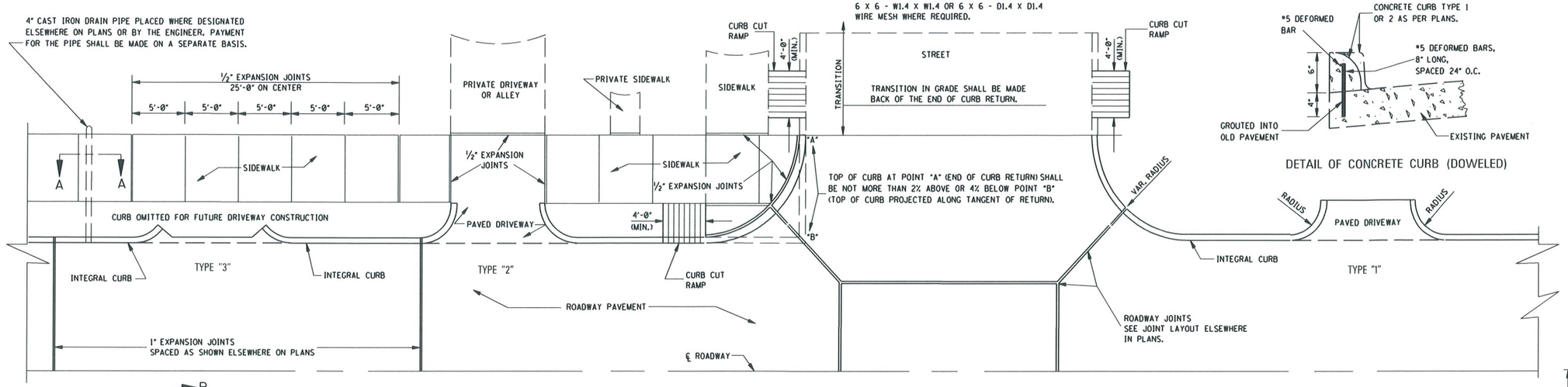
DEPARTMENT OF TRANSPORTATION ENGLISH MISSISSIPPI

WORKING NUMBER SD-1

ISSUE DATE: OCTOBER 1, 1998

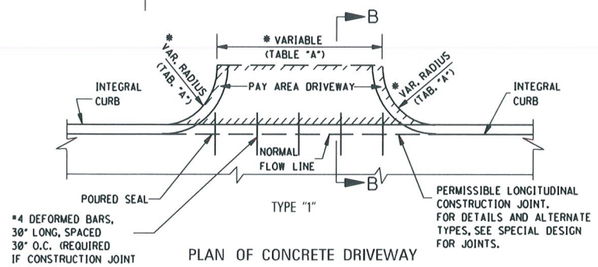
SHEET NUMBER C0.5

STATE	PROJECT NO.
MISS.	



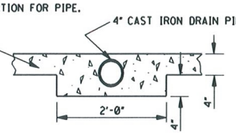
PLAN SHOWING ARRANGEMENT OF INTEGRAL CURB, DRIVEWAYS AND SIDEWALK

DETAIL OF CONCRETE CURB (DOWELED)

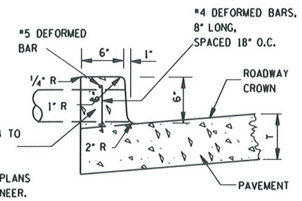


PLAN OF CONCRETE DRIVEWAY

4" EXTRA DEPTH SHALL BE PLACED FULL WIDTH OF SIDEWALK, WHERE DRAIN PIPE PASSES THROUGH SIDEWALK. PAYMENT SHALL BE INCLUDED IN COMPENSATION FOR PIPE.



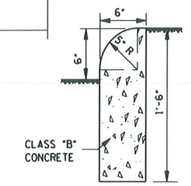
SECTION A–A



WEEPHOLE PLACED IN CURB TO ACCOMODATE 4" CAST IRON DRAIN PIPE WHERE INDICATED ELSEWHERE ON PLANS OR DIRECTED BY THE ENGINEER. 2- #3 BARS, 24" LONG, SHALL BE PLACED IN TOP OF CURB ACROSS WEEP HOLES.

TYPE "1"

DETAIL OF INTEGRAL CURB

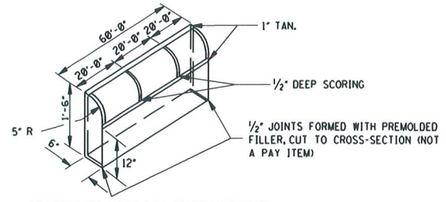


DETAIL OF HEADER CURB

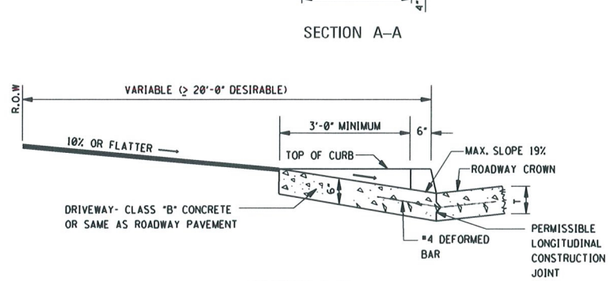
CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

*TABLE "A"		
DRIVEWAY TYPE	DRIVEWAY WIDTH (ft)	CURB RETURN RADIUS (ft)
RESIDENTIAL	16'	3' - 10'
COMMERCIAL / INDUSTRIAL	30' - 50'	5' - 30'

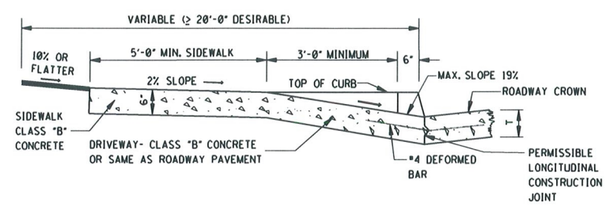
5.761 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.333 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.



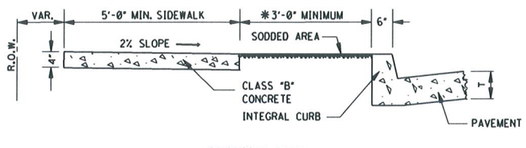
ISOMETRIC HEADER CURB DETAIL SHOWING JOINTS



SECTION B–B

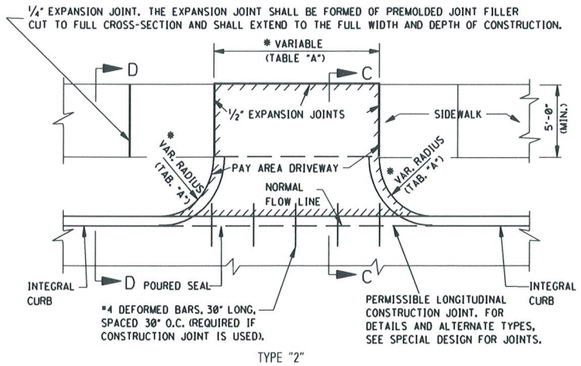


SECTION C–C



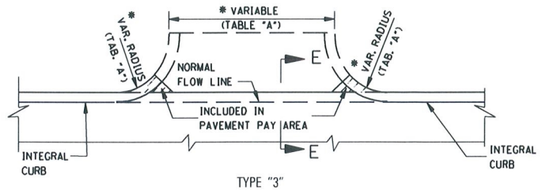
SECTION D–D

*NOTE: THE 3'-0" BUFFER SHOWN IS FOR A BUFFER ZONE. BUFFER ZONE IS NOT REQUIRED UNLESS INDICATED ELSEWHERE ON PLANS.



TYPE "2"

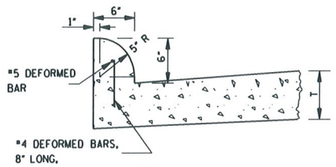
PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA



TYPE "3"

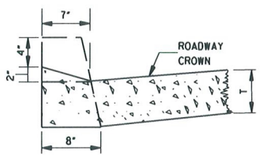
PLAN–CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.



TYPE "2"

DETAIL OF INTEGRAL CURB



SECTION E–E

GENERAL NOTES:

1. THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SHALL, UNLESS OTHERWISE SPECIFIED HEREIN, APPLY TO ALL ITEMS INCLUDED ON THIS DRAWING.
2. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A ½" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
3. SEE SHEET CCR-1 FOR DETAILS OF CURB-CUT RAMPS.

STUART F. HEALY LICENSED PROFESSIONAL ENGINEER PE-18517 STATE OF MISSISSIPPI

6/25/13

BY	REVISION	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

DRIVEWAYS, INTEGRAL CURB & SIDEWALK

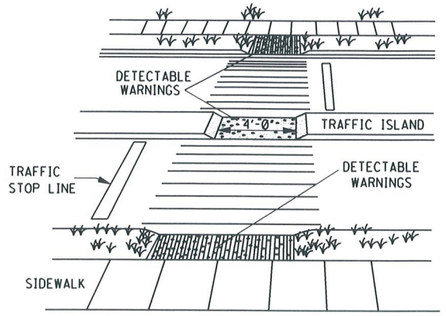
DEPARTMENT OF TRANSPORTATION ENGLISH MISSISSIPPI

WORKING NUMBER SD-2

ISSUE DATE: OCTOBER 1, 1998

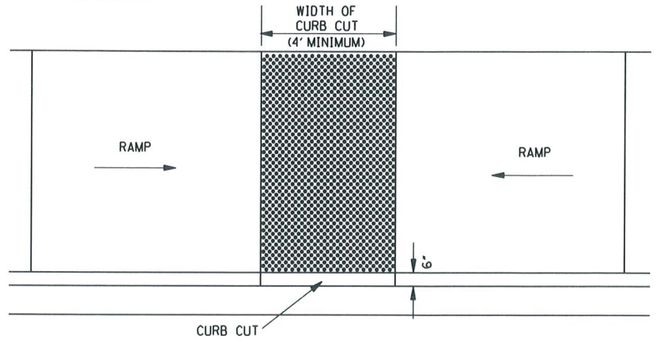
SHEET NUMBER C0.6

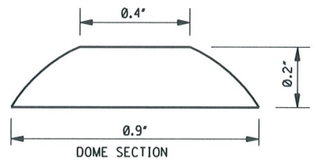
STATE	PROJECT NO.
MISS.	

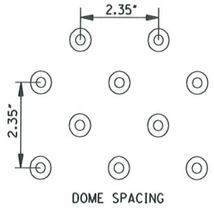


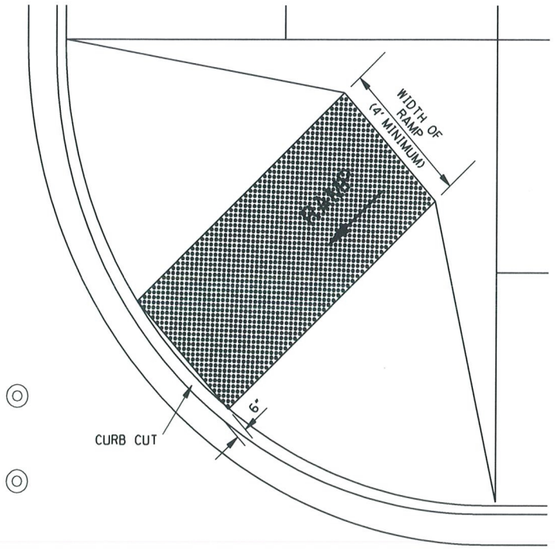
TRAFFIC ISLAND CUTAWAY

NOTE: PASSAGE THROUGH TRAFFIC ISLAND SHALL BE FLUSH WITH ROADWAY.





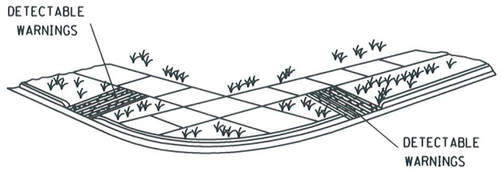


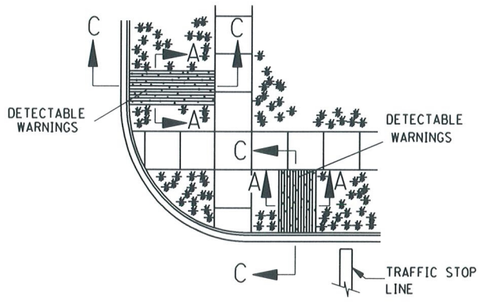


DETECTABLE WARNINGS (TRUNCATED DOMES) FOR BLIND & LOW VISION PEDESTRIANS

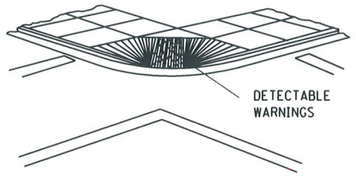
GENERAL NOTES:

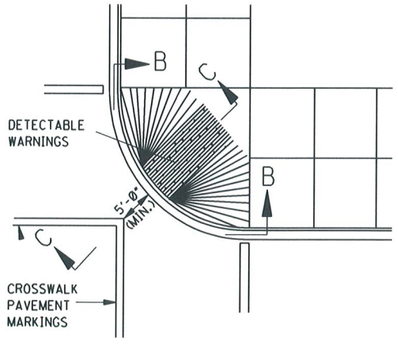
1. LOCATION AND TYPE OF CURB RAMP SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED.
2. (INTENTIONALLY LEFT OPEN)
3. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4".
4. ALL RAMP SLOPES SHALL NOT BE STEEPER THAN 12:1.
5. DETECTABLE WARNINGS ARE REQ'D ON CURB CUT RAMPS AT ALL STREET CROSSINGS AND AT SIGNALIZED DRIVEWAY CROSSINGS.
6. THERE SHALL BE A MINIMUM OF 70% CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AREA AND THE ADJOINING AREAS, OR THE DETECTABLE AREA SHALL BE "SAFETY YELLOW".





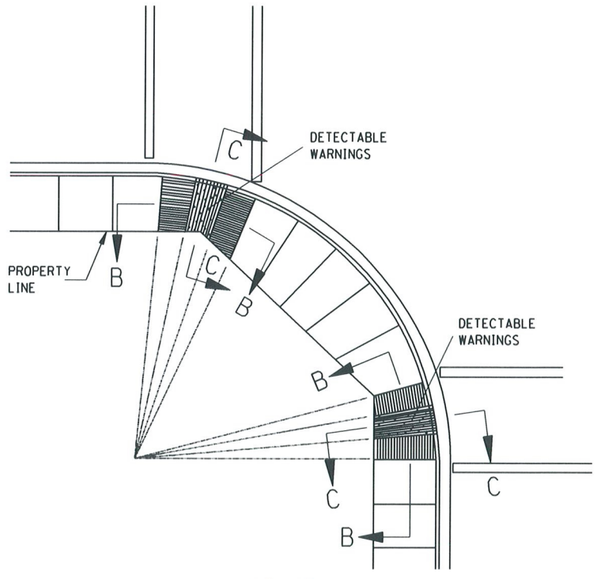
TYPE I



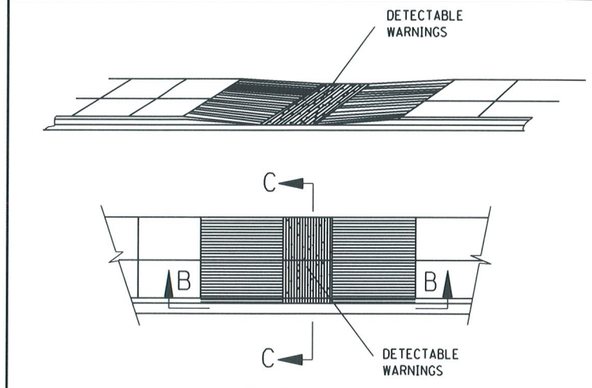


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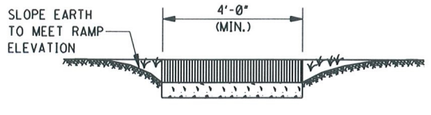
NOTE: IN NEW CONSTRUCTION, THE TYPE II DIAGONAL CURB RAMP SHALL ONLY BE USED IF OTHER CURB RAMP TYPES AS SHOWN ON THIS SHEET ARE NOT PRACTICAL FOR THE LOCATION.



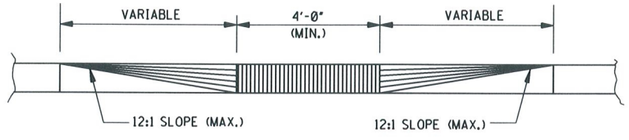
TYPE III



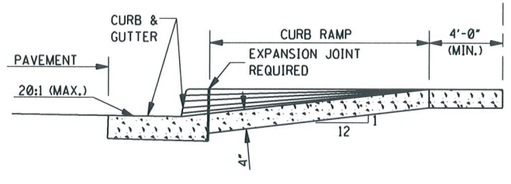
TYPE IV
(TANGENT)



SECTION A–A



SECTION B–B



SECTION C–C

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI

Approved
6/25/13

NO.	REVISION	DATE	BY
4			
3			
2			
1	SHEET REDRAWN	3-01-02	S.W.R.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

CURB - CUT RAMP

WORKING NUMBER: CCR-1

SHEET NUMBER: C0.7

ISSUE DATE: OCTOBER 1, 1998

EXISTING SURVEY/DEMOLITION PLAN

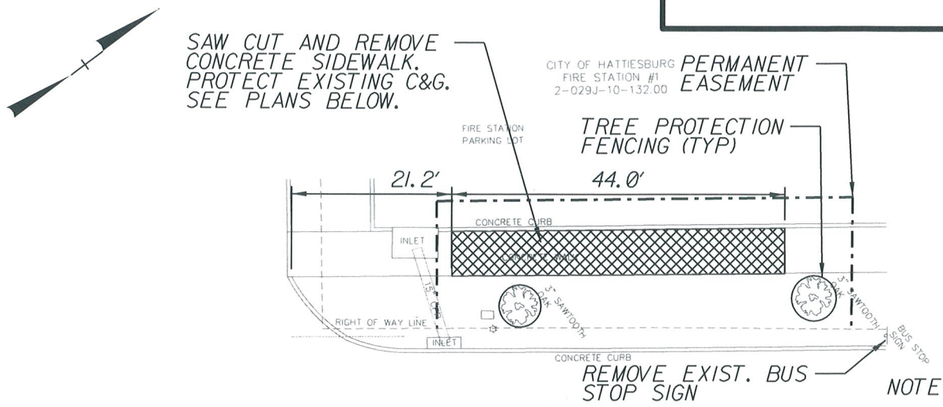
WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

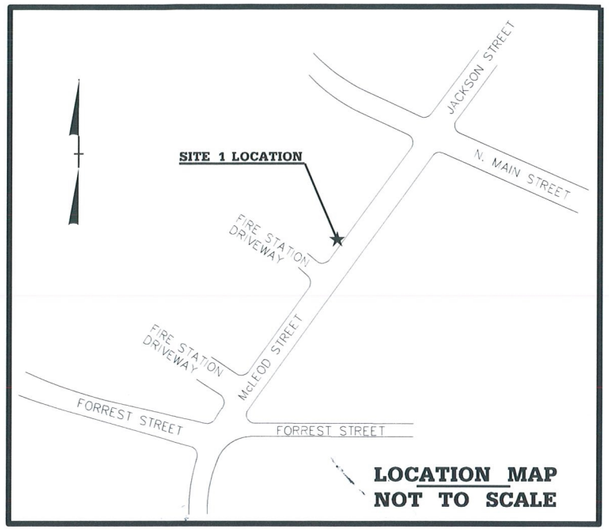


CONTROL POINT #144 (NOT SHOWN) LOCATED APPROX. 342' DOWN N. MAIN STREET WEST OF MCLEOD STREET INTERSECTION.

CONTROL POINT #146 (NOT SHOWN) LOCATED ALONG WEST SIDE OF MCLEOD STREET NEAR INTERSECTION WITH N. MAIN STREET.

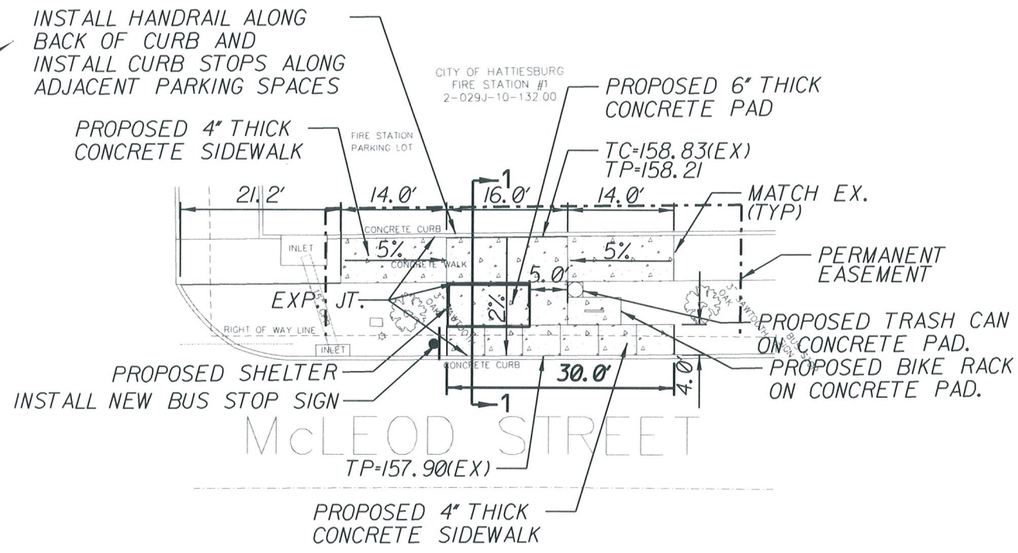
NOTES:

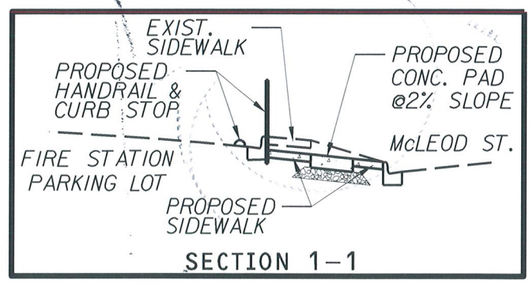
1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREE AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
4. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.



LOCATION MAP
NOT TO SCALE

PROPOSED PLAN





SECTION 1-1

10' 0' 10' 20'
5'
(ENGLISH)

STUART F. HEALY
REGISTERED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI

Hale. Size
6/25/13

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT

SITE 1
McLEOD STREET AT
FIRE STATION, OB

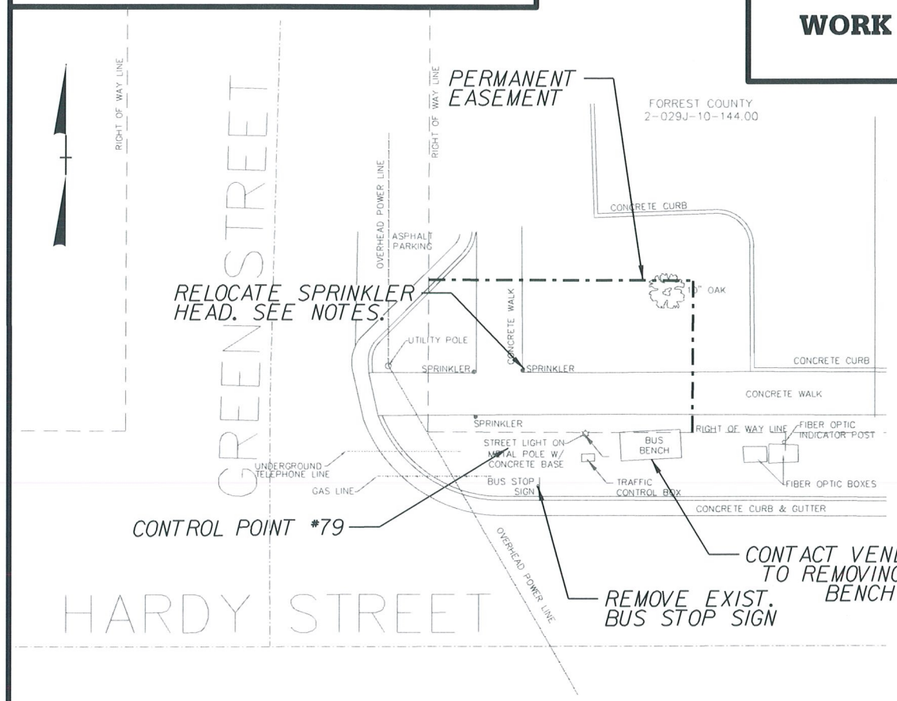
BY | REVISION | DATE

FILENAME:
DESIGN TEAM CDM SMITH CHECKED
DATE APRIL 2013

WORKING NUMBER
SHEET NUMBER
C1.0

FILE: ...\DEN\Design\SITE#1_SHEET.dgn
DATE: 6/24/2013 16:22:51

EXISTING SURVEY/DEMOLITION PLAN



WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID

NOTES:

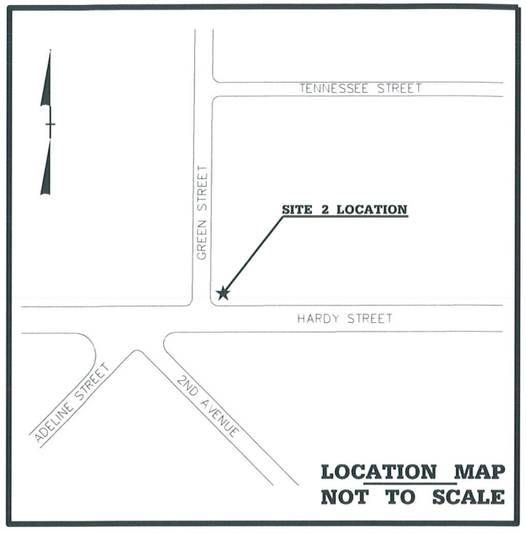
1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREE AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
4. COORDINATE WITH OWNER OF EXISTING IRRIGATION SYSTEM AND RELOCATE/ ADJUST HEAD SPRAY PATTERNS IN ISLAND TO AVOID NEW SHELTER PAD. SEE PLAN BELOW FOR LIMITS OF NEW SHELTER PAD. MAY REQUIRE UP TO 2 NEW SPRINKLER HEADS AND MINOR PIPING, COST INCIDENTAL TO DEMOLITION.
5. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

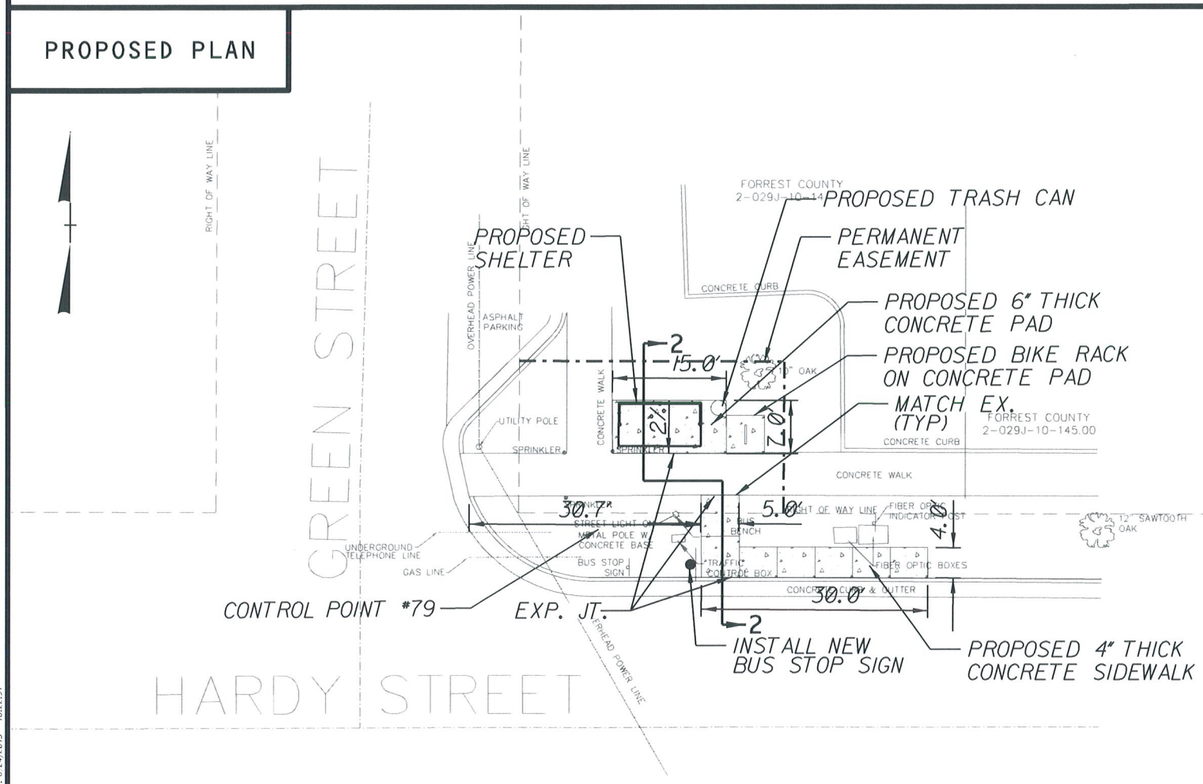
PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

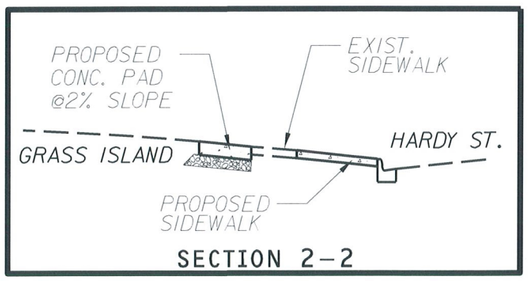


LOCATION MAP NOT TO SCALE

PROPOSED PLAN



CONTROL POINT #77 (NOT SHOWN) LOCATED APPROX. 527' FROM POINT #79 DOWN ADELINE STREET.



SECTION 2-2

10' 0' 10' 20'
5'
(ENGLISH)

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI

HALF SIZE
6/25/13

BY	REVISION	DATE

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT

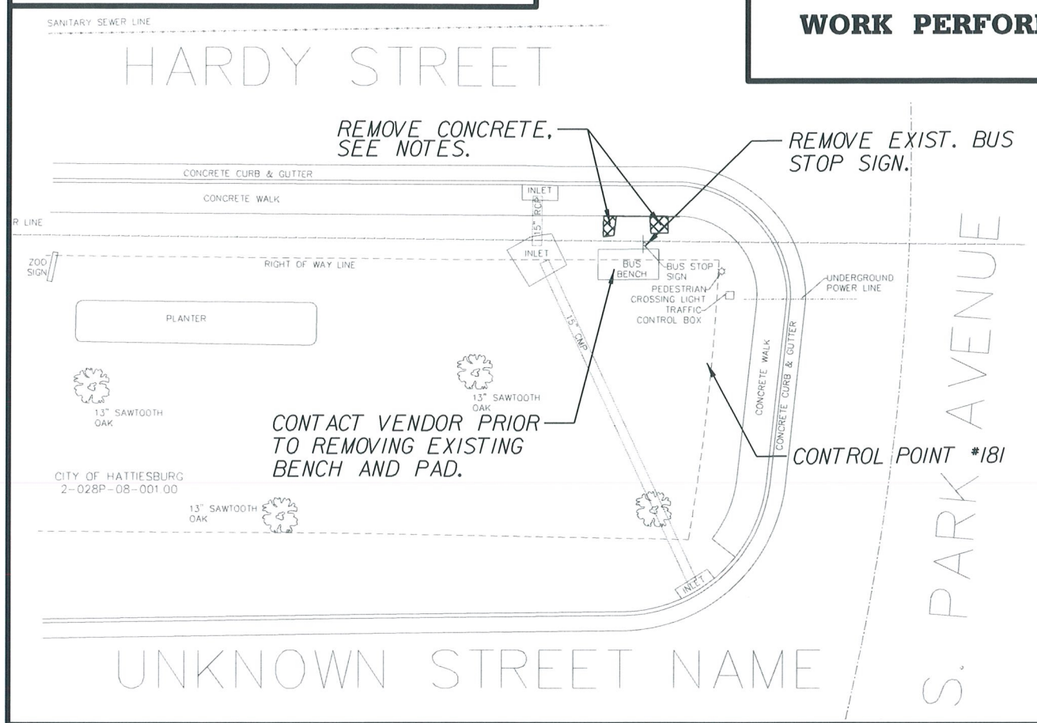
SITE 2
HARDY STREET AT
PUBLIC LIBRARY, OB

FILENAME:
DESIGN TEAM CDM SMITH CHECKED DATE APRIL 2013

WORKING NUMBER
SHEET NUMBER C2.0

FILE: ...\PGN\Design\SITE#2_SHEET.dgn
DATE: 6/24/2013 16:22:51

EXISTING SURVEY/DEMOLITION PLAN



WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

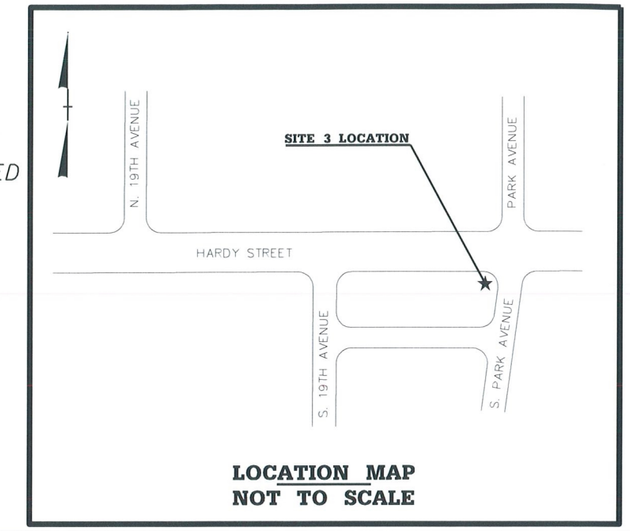
BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

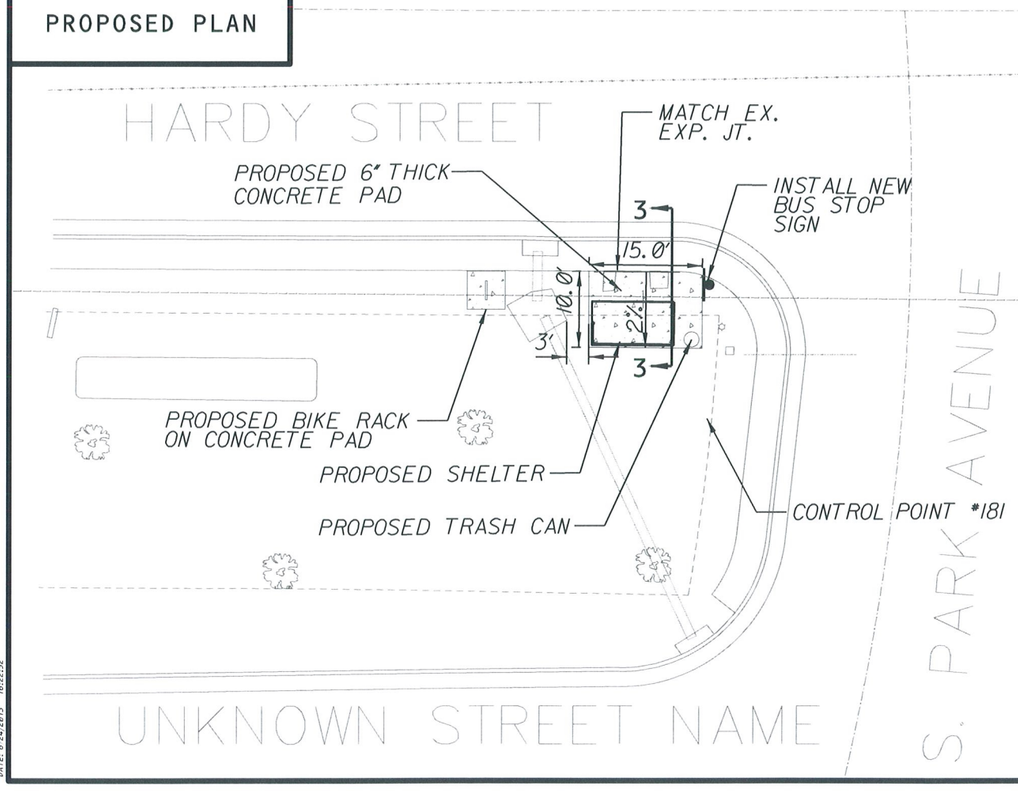
NOTES:

1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREE AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
4. REMOVE CONCRETE PADS/FOUNDATIONS NEXT TO EXISTING SIDEWALK TO AT LEAST 12" BELOW THE EXISTING GRADE TO ACCOMMODATE THE NEW BUS SHELTER PAD. PROTECT EXISTING SIDEWALK FROM DAMAGE. IF THE EXISTING SIDEWALK IS DAMAGED, REPLACE SECTIONS DAMAGED BETWEEN EXISTING JOINTS AT CONTRACTOR'S COST.
5. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

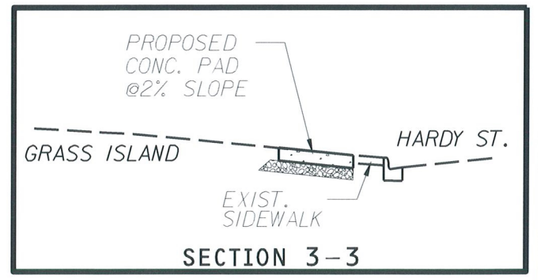


LOCATION MAP
NOT TO SCALE

PROPOSED PLAN



CONTROL POINT #180 (NOT SHOWN) LOCATED APPROX. 253' FROM CONTROL POINT #181 ALONG PARK AVENUE, NORTH OF HARDY STREET.



SECTION 3-3

10' 0' 10' 20'
5'
(ENGLISH)

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI

Hdqtr. SITE 6/25/13

BY | REVISION | DATE

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT

SITE 3
HARDY STREET AT
KAMPER PARK, IB

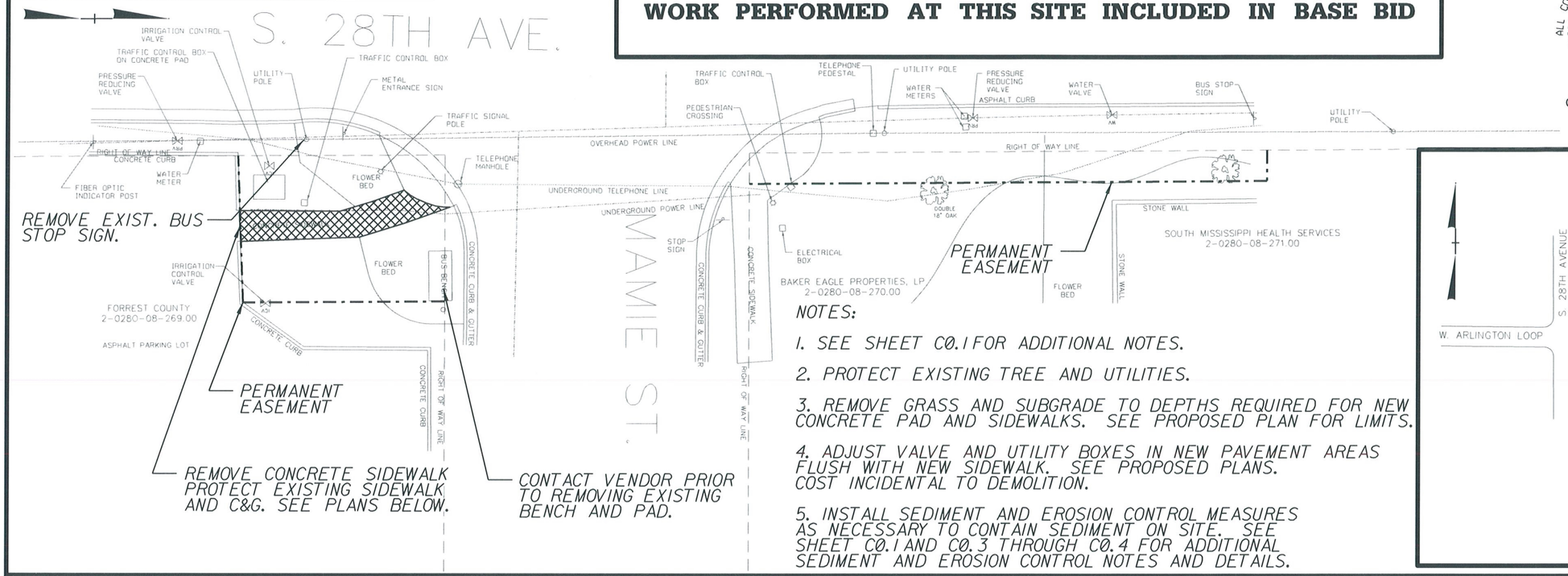
FILENAME:
DESIGN TEAM CDM SMITH CHECKED DATE APRIL 2013

WORKING NUMBER
SHEET NUMBER C3.0

FILE: ...\DESIGN\SITE#3_SHEET.dgn
DATE: 6/24/2013 16:22:52

EXISTING SURVEY/DEMOLITION PLAN

WORK PERFORMED AT THIS SITE INCLUDED IN BASE BID



NOTES:

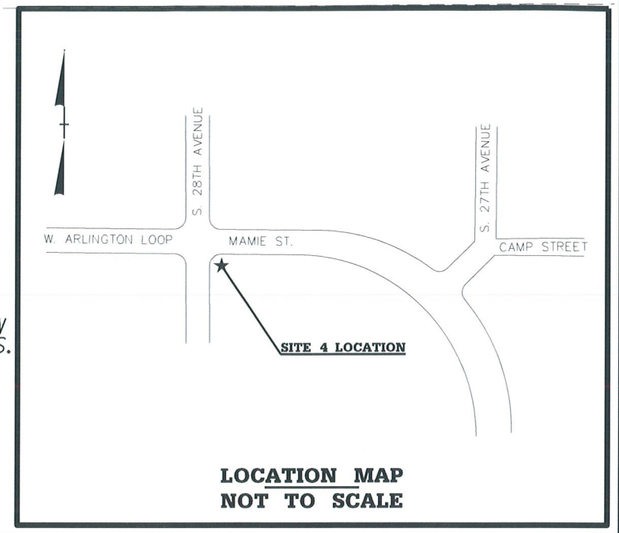
1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREE AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
4. ADJUST VALVE AND UTILITY BOXES IN NEW PAVEMENT AREAS FLUSH WITH NEW SIDEWALK. SEE PROPOSED PLANS. COST INCIDENTAL TO DEMOLITION.
5. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

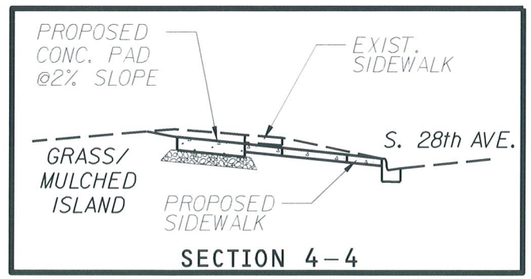


LOCATION MAP
NOT TO SCALE

PROPOSED PLAN

NOTES:

1. REPLACE MULCH IN PLANTING BEDS TO MATCH EXISTING MULCH. PROVIDE 4" THICK LAYER OF MULCH.
2. ADDITIONAL SIDEWALK 4' BY 5' AREA WITH 45 DEG. TIES TO SIDEWALK FOR ADA BUS BOARDING AREA.



SECTION 4-4

CONTROL POINT #255 (NOT SHOWN) LOCATED ACROSS S. 28TH AVE. FROM BUS SHELTER NEAR ARLINGTON LOOP INTERSECTION.

CONTROL POINT #254 (NOT SHOWN) LOCATED APPROX. 180' FROM POINT #255 DOWN ARLINGTON LOOP, WEST OF S. 28TH AVE.

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI
Half Size
6/25/13

BY	REVISION	DATE

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT

SITE 4
S. 28TH AVENUE AT
FORREST GENERAL, IB

FILENAME:
DESIGN TEAM CDM SMITH CHECKED DATE APRIL 2013

WORKING NUMBER

SHEET NUMBER
C4.0

FILE: ...\DESIGN\Design\SITE\BL_SHEET.dgn
DATE: 6/24/2013 16:22:53

EXISTING SURVEY/DEMOLITION PLAN

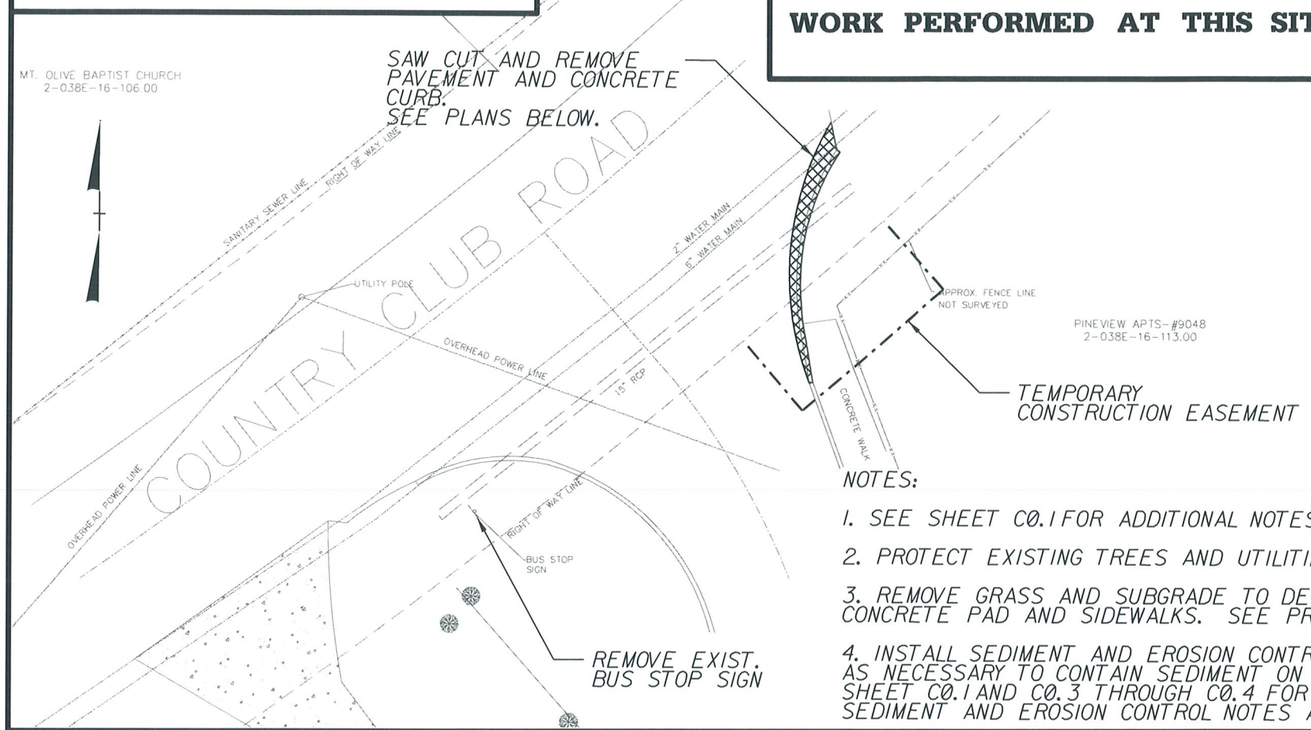
WORK PERFORMED AT THIS SITE INCLUDED IN ALTERNATE BID 1

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

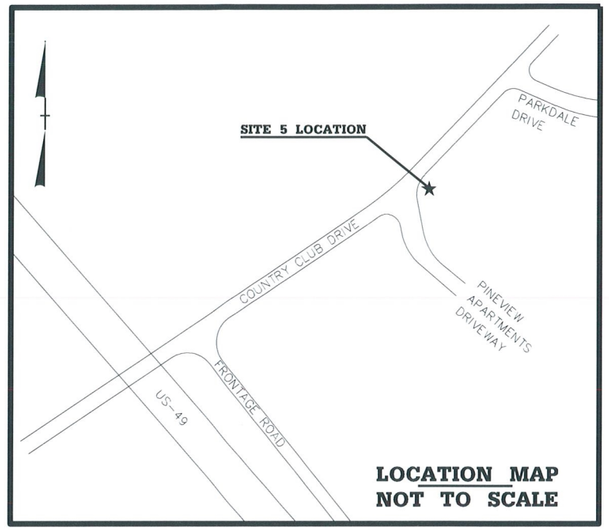
PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420

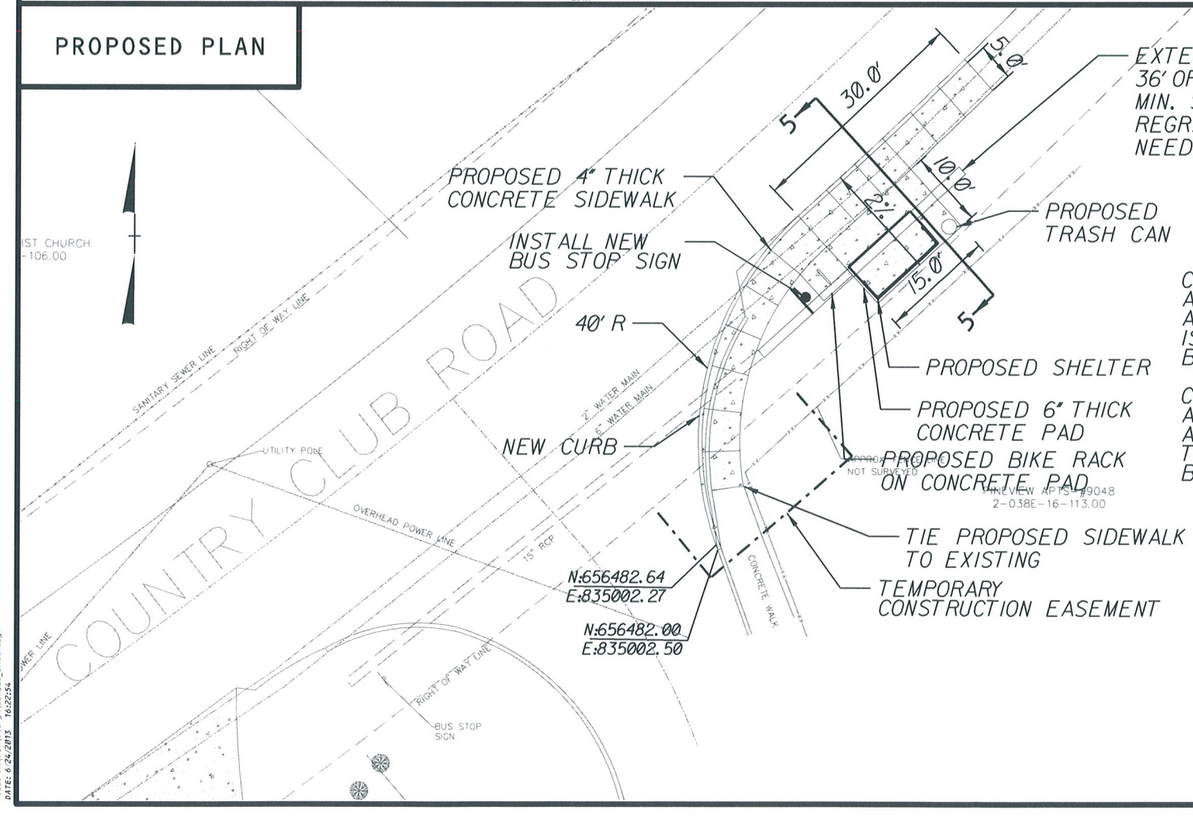


NOTES:

1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREES AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
4. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

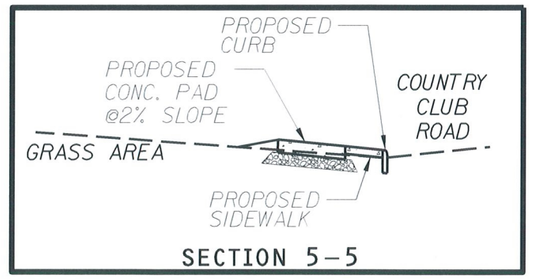


PROPOSED PLAN



CONTROL POINT #501 (NOT SHOWN) LOCATED ACROSS COUNTRY CLUB ROAD FROM BUS SHELTER APPROX. 50' NORTHEAST OF BUS STOP. IT IS THE FIRST SANITARY SEWER MANHOLE NE OF BUS STOP.

CONTROL POINT #502 (NOT SHOWN) LOCATED ACROSS COUNTRY CLUB ROAD FROM BUS SHELTER APPROX. 260' SOUTHWEST OF BUS STOP. IT IS THE FIRST SANITARY SEWER MANHOLE SW OF BUS STOP.



10' 0' 10' 20'
5'
(ENGLISH)

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI
HALF SIZE
6/25/13

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT

SITE 5
COUNTRY CLUB ROAD AT PINEVIEW APARTMENTS

BY | REVISION | DATE

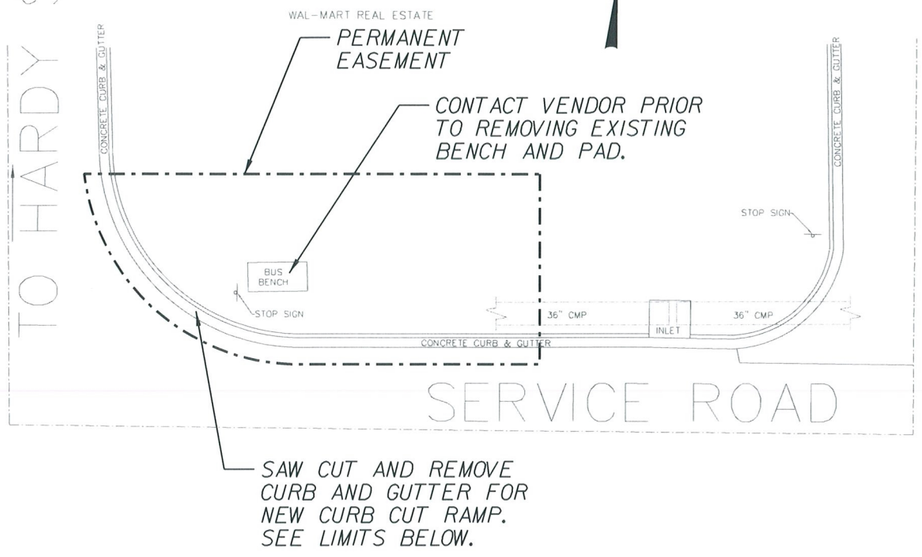
FILENAME:
DESIGN TEAM CDM SMITH CHECKED DATE APRIL 2013

WORKING NUMBER
SHEET NUMBER C5.0

FILE: ...\DEW\Design\SITE#5_SHEET.dgn
DATE: 6/24/2013 16:22:54

EXISTING SURVEY/DEMOLITION PLAN

WORK PERFORMED AT THIS SITE INCLUDED IN ALTERNATE BID 2



NOTES:

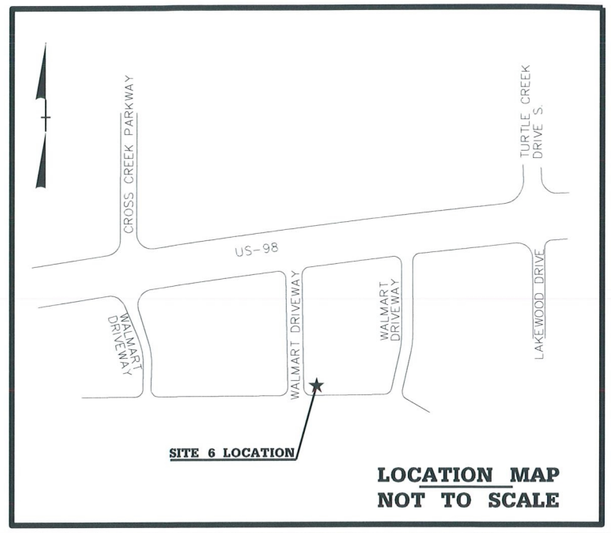
1. SEE SHEET C0.1 FOR ADDITIONAL NOTES.
2. PROTECT EXISTING TREE AND UTILITIES.
3. REMOVE GRASS AND SUBGRADE TO DEPTHS REQUIRED FOR NEW CONCRETE PAD AND SIDEWALKS. SEE PROPOSED PLAN FOR LIMITS.
4. INSTALL SEDIMENT AND EROSION CONTROL MEASURES AS NECESSARY TO CONTAIN SEDIMENT ON SITE. SEE SHEET C0.1 AND C0.3 THROUGH C0.4 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.

ALL CONSTRUCTION MUST CONFORM TO THE UNDERGROUND UTILITY PROTECTION ACT

BEFORE YOU DIG!
CONTACT MISSISSIPPI 811
OR 1-800-227-6477

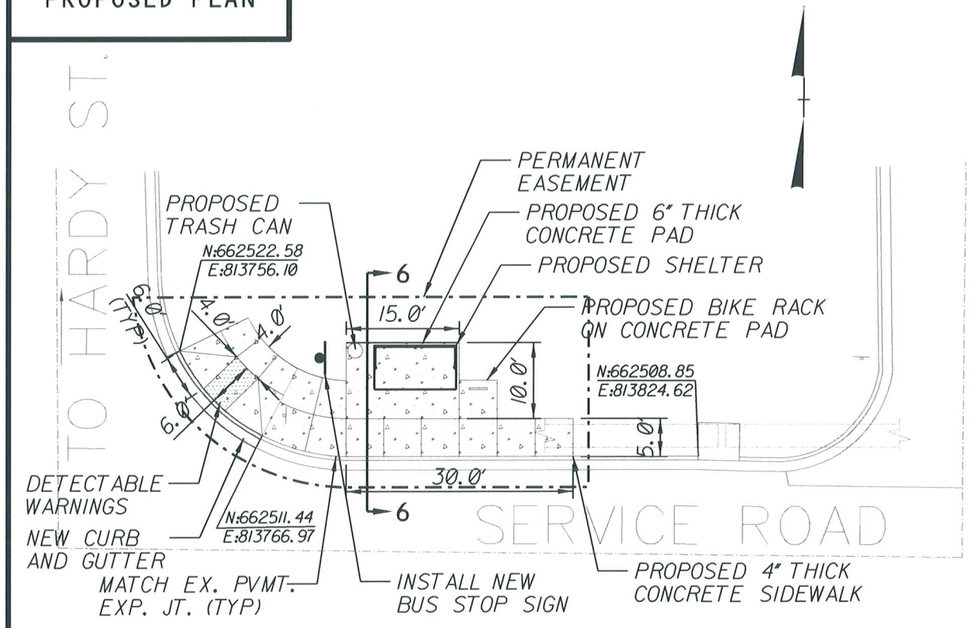
PROJECT NO.

CDM Smith
421 Wando Park Blvd.
Suite 210
Mt. Pleasant, SC 29464
Phone: (843) 972-4542
Fax: (843) 388-0420



LOCATION MAP
NOT TO SCALE

PROPOSED PLAN

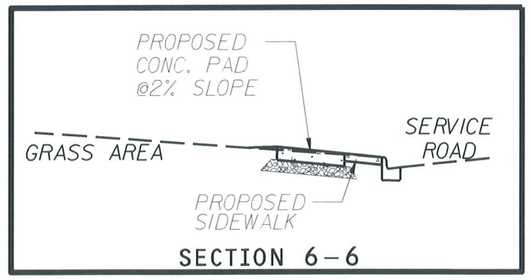


CONTROL POINT *6 (NOT SHOWN) LOCATED APPROX. 185' WEST OF BUS STOP AT SERVICE ROAD INTERSECTION WITH PARKING LOT.

CONTROL POINT *4 (NOT SHOWN) LOCATED APPROX. 341' DOWN SERVICE ROAD FROM POINT *6 TO THE NORTH OF PARKING LOT.

NOTES:

1. INSTALL SHOPPING CART CORRAL IN LAST PARKING SPACE NEXT TO ISLAND ACROSS FROM NEW BUS STOP. CORRAL TO BE APPROXIMATELY 30" WIDE, 144" LONG AND 40" TALL, MADE OF 11 GAUGE, 2" DIAMETER (MIN.) GALVANIZED STEEL PIPE. PROVIDE ANCHOR BOLTS TO SECURELY BOLT TO PAVEMENT.



SECTION 6-6

10' 0' 10' 20'
5'
(ENGLISH)

STUART F. HEALY
LICENSED PROFESSIONAL ENGINEER
PE-18517
STATE OF MISSISSIPPI

Hdcp. Sidewalk 6/25/13

CITY OF HATTIESBURG
HCT BUS STOP ADA ACCESSIBILITY PROJECT
SITE 6
WAL-MART SERVICE ROAD
OFF
US HIGHWAY 98, OB

BY | REVISION | DATE

FILENAME:
DESIGN TEAM CDM SMITH CHECKED DATE APRIL 2013

WORKING NUMBER
SHEET NUMBER C6.0

FILE: ...\DGN\Design\SITE06_SHEET.dgn
DATE: 6/24/2013 16:22:55

City of Hattiesburg, MS

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

Master

File Number: 2013-0380

File ID:	2013-0380	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/24/2013
Brief Title:	General Public Hearing - CDBG and HOME			**Final Action:**	
				Minute Book Number:	MB2013-194

Title:

Approve publication setting a Public Hearing on HOME and CDBG program activities for July 25, 2013 at 5:30 p.m. in the City Council Chambers of City Hall, and establishing a Public Comment period beginning July 5, 2013 to conclude August 6, 2013.{Entitlement}

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	NOTICE OF PUBLIC HEARING 2013 Programs, executed NOTICE OF PUBLIC HEARING 2013 Programs	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2013
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0380

Title

Approve publication setting a Public Hearing on HOME and CDBG program activities for July 25, 2013 at 5:30 p.m. in the City Council Chambers of City Hall, and establishing a Public Comment period beginning July 5, 2013 to conclude August 6, 2013.{Entitlement}

Summary

General Public Hearing - CDBG and HOME

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish in the Hattiesburg American - July 5 & July 12, 2013.

NOTICE OF PUBLIC HEARING
HOME INVESTMENT PARTNERSHIP (HOME) AND
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAMS AND APPLICABLE INFORMATION
ATTENTION: ALL HATTIESBURG, MISSSISSIPPI RESIDENTS

In accordance with the City of Hattiesburg's Citizen Participation Plan and its participation as an entitlement community for the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program, a Public Hearing is to be scheduled to receive comments on program activities. CDBG and HOME funds are used to meet the primary objectives of the Housing and Urban Development Act of 1974, as amended, by providing access to affordable, decent, safe and sanitary housing and a suitable living environment and expanding economic opportunities for persons, of low and moderate-income.

A Public Hearing is scheduled for July 25, 2013 at 5:30 p.m. in the City Council Chambers of City Hall at 200 Forrest Street for the purpose of receiving comments on ongoing, suggested, or anticipated CDBG or HOME funded activities.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for July 25th, at 5:30 p.m., in the City Council Chambers of City Hall at 200 Forrest Street. Written comments will be accepted in the Department of Federal & State Programs Friday, July 5, 2013 through Tuesday, August 6, 2013.

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: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, July 5, 2013; Friday, July 12, 2013

NOTICE OF PUBLIC HEARING
HOME INVESTMENT PARTNERSHIP (HOME) AND
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAMS AND APPLICABLE INFORMATION
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CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, July 5, 2013; Friday, July 12, 2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0379

File ID:	2013-0379	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/24/2013
Brief Title:	Taxi Permit			**Final Action:**	
				Minute Book Number:	MB2013-194

Title:

Approve the issuance of taxi permit for Richard D Collier (F-086), to drive for Grove Transit Shuttle.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Permit- Collier, executed Permit- Collier	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0379

Title

Approve the issuance of taxi permit for Richard D Collier (F-086), to drive for Grove Transit Shuttle.

Summary

Taxi permit for Richard D Collier.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL#130170 FEE: $25.00

BADGE NUMBER / PERMIT NUMBER: F-006 INS: X

COMMERCIAL DRIVER'S LICENSE NO: 800758093

COMMERCIAL DRIVER'S LICENCE EXPIRES: 11-20-2014

Richard D. Collier having complied with the terms and conditions of Ordinance No. 2157 of the City of Hattiesburg is hereby granted a permit to own or operate a motor vehicle for the Grove Transit Shuttle Service for carrying passengers for hire over the streets, avenues, and alleys of the City of Hattiesburg, Mississippi.

THIS PERMIT shall be valid for one (1) year from the date of issuance, unless cancelled prior to said date by the Mayor and Council or such duly constructed legislative body as may be the successor to such Council, as provided by said Ordinance.

THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Johnny L. DuPree, Mayor

APPROVED BY: _____
Chief of Police

PER Chief Frazier Bolton
6/18/13

ATTEST:

_____
CITY CLERK

A PERMIT TO OWN OR OPERATE A TAXI CAB

OWNER / OPERATOR PERMIT NUMBER: PTL#130170 FEE: $25.00

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THIS PERMIT issued for a term of

one (1) year beginning _____ and ending _____.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Johnny L. DuPree, Mayor

APPROVED BY: _____

Chief of Police

PER Chief Frazier Bolton

6/18/13

ATTEST:

_____

CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2013-0376

File ID:	2013-0376	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/24/2013
Brief Title:	Sale o grave spaces.			**Final Action:**	
				Minute Book Number:	MB2013-194

Title:
Approve sale of grave spaces per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MEMO 7-2-13, Grave Receipts 7-2-13, Cemetery Deeds 7-2-13, executed Cemetery Deeds 7-2-13	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0376

Title

Approve sale of grave spaces per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM; Robert Harvey, General Manager of cemeteries

DATE: June 18, 2013

RE: Grave Sells

The following represents the grave spaces sold from May 24, 2013 through June 16, 2013:

Sharene M Conerly
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 41, Section 34, Highland Cemetery

John Conerly, Jr
(1) space $175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 41, Section 34, Highland Cemetery

Jan C Ross
(1) space $175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 30, Section 33, Highland Cemetery

Londyn Beckum
(1) space $45.00
Baby Spave #125
Lot 5, Section 19, Highland Cemetery

Richard A Holladay
(2) spaces $350.00
Northeast Quarter (NE1/4)
Lot 105, Section 37, Highland Cemetery

Marcus Holliman
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 55, Section 36, Highland Cemetery

Thomas K and Mary Bullock
(4) spaces $700.00
West Half (W1/2)
Lot 87, Section 36, Highland Cemetery

Donna Crockrum
(1) space $175.00
South Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 63, Section 37, Highland Cemetery

Berince Terrett
(1) space $175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 90, Section 36, Highland Cemetery

Mary Anderson
(1) space $150.00
East Half (E1/2) of the Northwest Quarter (NW1/4)
Lot 123, Section 1, South Hill Cemetery

Fred Darby
(1) spacee $150.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 115, Section 2, South Hill Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5/24/ 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Sharene M Conerly

ADDRESS 1307 Penton St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 41 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Check 8658

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5/24- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ John Conerly, Jr

ADDRESS 1307 Penton St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 41 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Check 8658

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5/24/ 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Jan C Ross

ADDRESS 310 Willis Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 30 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check acct # 0001611632

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-1- 2013

SOLD TO:

Mr.. Mrs. Miss Londyn Beckum

ADDRESS 214 W Lakewood Dr. Hattiesburg MS 3940

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #125 5
___ 1/2 ___ 1/4 Lot No. ___ Section No. 19 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ #45.00

Price Received $ 45.00

check #429

CITY OF HATTIESBURG, MISSISSIPPI

By Jack H Williams
Supt. of City Cemeteries

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mail to:
7 Sunny Meadows Dr
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-3- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Richard A Holladay

ADDRESS 806 Hardy St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ 1/2 NE 1/4 Lot No. 105 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 6355

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

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mail to:
1246 Shiloh Dr
Laredo, TX 78045

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-3- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Marcus Hollimon

ADDRESS 112 Parkwood Court Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ 1/2 NW 1/4 Lot No. 55 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 3432

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-5- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Thomas K and Mary Bullock

ADDRESS 5136 Lincoln Rd Ext Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ ~~¼~~ Lot No. 87 Section No. 36 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

check 1162

CITY OF HATTIESBURG, MISSISSIPPI

By Nolan K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-7- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Donna Crockrum

ADDRESS 1007 Fairley St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 63 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Nolan K Hinton
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6/10/ 2013

SOLD TO:

Mr.. Mrs. Miss Berince Terrell

ADDRESS 1016 E 5th St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 90 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By Nolan K Hinton

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5/16/ 2013

SOLD TO:

Mr.. Mrs. Miss Mary Anderson

ADDRESS 622 New Orleans St Hattiesburg. MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 123 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

check 10287

CITY OF HATTIESBURG, MISSISSIPPI

By Madalyn K Hinton

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5/16/ 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Fred Darby

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 115 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

check 10288

CITY OF HATTIESBURG, MISSISSIPPI

By Madalyn K Hinton

Supt. of City Cemeteries

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 Sharene M Conerly. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 41 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Conerly Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southeast Quarter(SE1/4)

Lot Number 41 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jan C Ross. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 30 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 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Londyn Beckum, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #125

Lot Number: 5 Section Number: 19

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

_____ _____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Richard A Holladay, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number105 Section 37

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 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July , 2013.

My Commission Expires:

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_____
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, Marcus Holliman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 55_ Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July , 2013.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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 Thomas K and Mary Bullock subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2)

Lot 87 Section 36

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 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires:

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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 Donna Crockrum. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 63 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 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

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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 Bernice Terrell. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 90 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Anderson, 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)
of the
Northwest Quarter (NW¼)

Lot Number : 123 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fred Darby, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2)
of the
Southwest Quarter (SW¼)

Lot Number : 115 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 2nd day of July, 2013.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sharene M Conerly. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Southeast Quarter(SE1/4)

Lot Number 41 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Conerly Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Southeast Quarter(SE1/4)

Lot Number 41 Section Number:34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2013.

STATE OF MISSISSIPPI KIMBERLY THOMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

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 Jan C Ross. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northeast Quarter(NE1/4)

Lot Number 30 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 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 2nd day of July, 2013.

My Commission Expires: NOTARY PUBLIC

STATE OF MISSISSIPPI THERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Londyn Beckum, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #125

Lot Number: 5 Section Number: 19

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 2nd day of July, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of 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, Richard A Holladay, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE 1/4)

Lot Number105 Section 37

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 2nd day of July, 2013.

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 2nd day of July , 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Marcus Holliman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 55_ Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 2nd day of July , 2013.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

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 Thomas K and Mary Bullock subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2)

Lot 87 Section 36

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 2nd day of July, 2013.

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 2nd day of July, 2013.

My Commission Expires:

STATE OF MISSISSIPPI
THERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Donna Crockrum. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half(S1/2) of the Northwest Quarter(NW1/4)

Lot Number 63 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 2nd day of July, 2013.

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 2nd day of July, 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Bernice Terrell. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half(N1/2) of the Northeast Quarter(NE1/4)

Lot Number 90 Section Number:36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 2nd day of July, 2013.

My Commission Expires:

STATE OF MISSISSIPPI KERMAS EATON ID NO. 87654 Commission Expires 02/12/2016 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Mary Anderson, 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)
of the
Northwest Quarter (NW¼)

Lot Number : 123 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

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 hand and official seal of office on this, the 2nd day of July, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
02/12/2016
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

(Corrected)

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Fred Darby, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S1/2)
of the
Southwest Quarter (SW¼)

Lot Number : 115 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2013.

ATTEST:

CITY CLERK
(SEAL)

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 2nd day of July, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
KERMAS EATON
ID NO. 87654
Commission Expires
09/12/2016
NOTARY PUBLIC
FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2013-0398

File ID:	2013-0398	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/27/2013
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2013-194

Title:
Approve Claims Docket for the period ending June 30, 2013.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 13 07-02, ADDENDUM 7.2.2013	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2013					

Text of Legislative File 2013-0398

Title

Approve Claims Docket for the period ending June 30, 2013.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1489	00133127	12006183	FIRE BOOTS	06/30/13	231709	230.00-
00001 A 1 FIRE EQUIPMENT	1490	00133460	12006184	FIRE BOOTS	06/30/13	231709	230.00-
A 1 FIRE EQUIPMENT							
Sum							460.00-
00001 AAMCO TRANS/AUTOMOTIVE S	124972	00134259	12006267	TRANS REPR U#16756 POLICE	06/30/13	231710	1,300.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							1,300.00-
00001 ADVANCE AUTO PARTS	560431647392	00134100	12006191	REPR PTS U#14012 STREET	06/30/13	231712	56.75-
ADVANCE AUTO PARTS							
Sum							56.75-
00001 ADVANCED JANITORIAL SERV	20330 CITY H	00134406	12006285	SERVS 5/13 CITY HALL	06/30/13	231713	1,925.00-
00001 ADVANCED JANITORIAL SERV	20330 TRAFFI	00134406	12006286	SERVS 5/13 TRAFFIC OFFICE	06/30/13	231713	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AIRGAS USA LLC (NORDAN S	9910157947 G	00134140	12006100	CYL RENT 5/13 VARI DEPTS	06/30/13	231715	599.32-
00001 AIRGAS USA LLC (NORDAN S	9908607109 &	00134232	12006228	CYL RENT 3/13 VARI DEPTS	06/30/13	231715	590.78-
AIRGAS USA LLC (NORDAN S							
Sum							1,190.10-
00001 ALLBRITTON CHAIN SAW & L	27129	00133885	12006126	CHAINSAW FIRE DEPT	06/30/13	231718	1,647.92-
00001 ALLBRITTON CHAIN SAW & L	26774	00133756	12006129	EDGER REPR #7 FIRE STA	06/30/13	231718	32.45-
ALLBRITTON CHAIN SAW & L							
Sum							1,680.37-
00001 AMERICAN SIGNAL COMPANY	19404-13	00133794	12006348	PORTABLE MESSAGE SIGN-TRAFFIC	06/30/13	231719	15,700.00-
AMERICAN SIGNAL COMPANY							
Sum							15,700.00-
00001 AMERICAN WINDOW & MORE,	PRIVILEGE TA	02013558	12006317	PRIVILEGE TAX REFUND	06/30/13	231720	2.22-
AMERICAN WINDOW & MORE,							
Sum							2.22-
00001 ARE CONSULTANTS INC	130402C	00134395	12006305	SERV PRIEST CREEK BANK STABL	06/30/13	231721	3,850.00-
ARE CONSULTANTS INC							
Sum							3,850.00-
00001 AT&T	601M23940440	00020139	12006196	SERV 6/8-7/7/13 VARI DEPTS	06/30/13	231723	279.75-
AT&T							
Sum							279.75-
00001 AUTO ARMATURE SERVICE IN	1151	00134008	12006095	BATTERY U#17570 POLICE	06/30/13	231725	158.95-
00001 AUTO ARMATURE SERVICE IN	1152	00134008	12006096	BATTERY U#16440 POLICE	06/30/13	231725	119.95-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 AUTO ARMATURE SERVICE IN	1154	00134008	12006097	STARTER U#16757 POLICE	06/30/13	231725	189.95-
00001 AUTO ARMATURE SERVICE IN	1155	00134008	12006098	ALTERNATOR U#16145 POLICE	06/30/13	231725	249.95-
00001 AUTO ARMATURE SERVICE IN	1156	00134008	12006099	ALTERNATOR U#16155 POLICE	06/30/13	231725	249.95-
00001 AUTO ARMATURE SERVICE IN	1301	00134106	12006193	REPR LIFT MOTOR U#9804 SHOP	06/30/13	231725	149.95-
00001 AUTO ARMATURE SERVICE IN	1302	00134106	12006194	BATTERY U#17731 SANIT	06/30/13	231725	359.85-
00001 AUTO ARMATURE SERVICE IN	1270	00134197	12006208	BATTERY U#14545 POLICE	06/30/13	231725	136.95-
00001 AUTO ARMATURE SERVICE IN	1273	00134203	12006209	BATTERY U#15647 POLICE	06/30/13	231725	791.70-
00001 AUTO ARMATURE SERVICE IN	1274	00134203	12006210	BATTERY U#17572 POLICE	06/30/13	231725	158.95-
00001 AUTO ARMATURE SERVICE IN	1275	00134203	12006211	BATTERY POLICE SERVICE CNTR	06/30/13	231725	95.95-
00001 AUTO ARMATURE SERVICE IN	1272	00134203	12006212	BATTERY U#8249 STREET	06/30/13	231725	119.95-
AUTO ARMATURE SERVICE IN Sum							2,782.05-
00001 AUTO ZONE	0139551561	00134304	12006300	REPR PTS U#14714 STREET	06/30/13	231726	46.48-
AUTO ZONE Sum							46.48-
00001 BELK DEPARTMENT STORE	P9356004M00Y	00133647	12006242	CLOTH ALLOW-SCOTT-POLICE	06/30/13	231730	165.46-
00001 BELK DEPARTMENT STORE	P9356004V00Y	00133816	12006243	CLOTH ALLOW-SCOTT-POLICE	06/30/13	231730	136.98-
BELK DEPARTMENT STORE Sum							302.44-
00001 BENNETT'S LOCK & KEY SHO	62478	00133994	12006132	MASTER LOCKS SIGNAL CABINETS	06/30/13	231731	164.40-
BENNETT'S LOCK & KEY SHO Sum							164.40-
00001 BLOSSMAN GAS INC	098723	00134187	12006218	PROPANE U#1302 STREET	06/30/13	231735	75.00-
BLOSSMAN GAS INC Sum							75.00-
00001 BODY TECH INC	4554	00133745	12006192	REPRS U#18907 STREET	06/30/13	231736	181.06-
00001 BODY TECH INC	4558	00134269	12006246	WRECK REPRS U#17312 POLICE	06/30/13	231736	880.00-
BODY TECH INC Sum							1,061.06-
00001 BURSON BRIAN	TRAVEL REIMB	00134456	12006340	EXPNS FIRE TRAINING CLASSES	06/30/13	231749	69.13-
BURSON BRIAN Sum							69.13-
00001 C & S AUTOMOTIVE LLC	1092	00134236	12006235	ALIGNMENT U#18317 POLICE	06/30/13	231750	47.00-
00001 C & S AUTOMOTIVE LLC	1127	00134384	12006292	ALIGNMENT U#17312 POLICE	06/30/13	231750	47.00-
C & S AUTOMOTIVE LLC Sum							94.00-
00001 C D W GOVERNMENT	BV39295	00132739	12006178	DATA PROCESS EQUIP INFO TECH	06/30/13	231751	3,664.09-
00001 C D W GOVERNMENT	BW56140	00132739	12006179	DATA PROCESS EQUIP INFO TECH	06/30/13	231751	620.80-
00001 C D W GOVERNMENT	BZ64211	00132739	12006180	DATA PROCESS EQUIP INFO TECH	06/30/13	231751	1,184.81-
00001 C D W GOVERNMENT	CV52932	00132739	12006181	DATA PROCESS EQUIP INFO TECH	06/30/13	231751	145.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
C D W GOVERNMENT							
Sum							5,614.70-
00001 CARQUEST AUTO PARTS STOR	14758-8202	00134247	12006277	SHOP SUPP HIGHLAND CEMETERY	06/30/13	231752	49.32-
00001 CARQUEST AUTO PARTS STOR	14758-4764	00133880	12006361	REPR PTS POLICE STOCK	06/30/13	231752	291.74-
CARQUEST AUTO PARTS STOR							
Sum							341.06-
00001 CERTIFIED LABORATORIES	1097029	00133081	12006142	CHEMICALS HEALTH DEPT	06/30/13	231757	4,840.00-
CERTIFIED LABORATORIES							
Sum							4,840.00-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 6/13	02013559	12006323	TRF 2ND 6/13 PAYROLL	06/26/13	17813	1,075,214.21-
CITY OF HATTIESBURG FUND							
Sum							1,075,214.21-
00001 CLEMTS HARDWARE	106340	00134320	12006298	SHOVELS STREET DEPT	06/30/13	231761	59.94-
CLEMTS HARDWARE							
Sum							59.94-
00001 CNU (CONGRESS/NEW URBANI	MBRSHP-SCRUG	00134438	12006330	MBRSHP-SCRUGGS-PLANNING	06/30/13	231762	125.00-
CNU (CONGRESS/NEW URBANI							
Sum							125.00-
00001 COMCAST CABLEVISION OF H	095776410200	00134446	12006346	BROADBAND 6/15-7/14 #7 FIRE	06/30/13	231764	53.02-
00001 COMCAST CABLEVISION OF H	095777340100	00134475	12006359	SERVS AIRPORT MAINT OFFICE	06/30/13	231764	80.60-
COMCAST CABLEVISION OF H							
Sum							133.62-
00001 COMMERCIAL STATIONERY CO	345869-0	00133731	12006119	PLASTIC CHAIR GUIDES-COURT	06/30/13	231765	144.00-
COMMERCIAL STATIONERY CO							
Sum							144.00-
00001 COMSOUTH	170183	00134071	12006205	RADIO BATTERY RISK MGMT	06/30/13	231766	88.50-
00001 COMSOUTH	170215	00134182	12006213	SPEAKER MIC-MCSWAIN-POLICE	06/30/13	231766	89.00-
00001 COMSOUTH	170166	00134120	12006221	RADIO REPR U#9447 SANIT	06/30/13	231766	75.00-
00001 COMSOUTH	170232	00134192	12006224	RADIO REPR U#14677 SANIT	06/30/13	231766	39.50-
COMSOUTH							
Sum							292.00-
00001 COOPER CONSULTING CO INC	INVOICE #6	00134387	12006283	SERVS MIDTOWN MASTER PLAN	06/30/13	231769	15,541.00-
COOPER CONSULTING CO INC							
Sum							15,541.00-
00001 CRAIN TRACTOR & EQUIPMEN	CS85050	00133853	12006102	REPR PTS STREET STOCK	06/30/13	231771	497.28-
CRAIN TRACTOR & EQUIPMEN							
Sum							497.28-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 D P S CRIME LAB	IN 711 13CL0	00134172	12006123	ANALYTICAL FEES 6/13 POLICE	06/30/13	231777	300.00-
D P S CRIME LAB Sum							300.00-
00001 DATALINE ASSOCIATES	PCM25449	00133930	12006091	PRINTER SUPP PLANNING DIV	06/30/13	231779	368.00-
DATALINE ASSOCIATES Sum							368.00-
00001 DAVIS VETERINARY HOSPITA	105995	00134173	12006120	SERVS TONKA POLICE K-9	06/30/13	231780	153.00-
00001 DAVIS VETERINARY HOSPITA	106355	00134173	12006121	SERVS ALEX POLICE K-9	06/30/13	231780	42.00-
DAVIS VETERINARY HOSPITA Sum							195.00-
00001 DUNAGIN PEST CONTROL(PRE	8756856	00134417	12006289	SENTRICON SERV TRAIN DEPOT	06/30/13	231783	223.75-
DUNAGIN PEST CONTROL(PRE Sum							223.75-
00001 DUNBAR MONROE PA	12499	00134445	12006337	SERVS AT&T FRANCHISE AGRMNT	06/30/13	231784	1,801.78-
DUNBAR MONROE PA Sum							1,801.78-
00001 ECONOMY SUPPLY CO	193892	00134253	12006231	DRAWER GUIDES TAX DEPT	06/30/13	231789	31.90-
00001 ECONOMY SUPPLY CO	194080	00134268	12006355	RACK MATLS U#19101 CONSTR	06/30/13	231789	117.00-
ECONOMY SUPPLY CO Sum							148.90-
00001 ELECTION SYSTEMS & SOFTW	856548	00134444	12006334	ELECTION SUPPORT	06/30/13	231790	8,200.00-
ELECTION SYSTEMS & SOFTW Sum							8,200.00-
00001 EMERGENCY EQUIPMENT PROF	406985	00133928	12006127	BULBS/EMER LIGHTS FIRE STOCK	06/30/13	231792	380.80-
00001 EMERGENCY EQUIPMENT PROF	407068	00133586	12006269	HELMETS/BADGES FIRE DEPT	06/30/13	231792	1,257.02-
00001 EMERGENCY EQUIPMENT PROF	407068(B)	00134364	12006270	ADDL AMT DUE PO#133586	06/30/13	231792	22.56-
EMERGENCY EQUIPMENT PROF Sum							1,660.38-
00001 FASTENAL COMPANY	MSHAT160542	00133436	12006130	RUBBER BOOTS TRAFFIC DEPT	06/30/13	231795	19.34-
00001 FASTENAL COMPANY	MSHAT160420	00133436	12006131	RAINCOAT TRAFFIC DEPT	06/30/13	231795	39.56-
00001 FASTENAL COMPANY	MSHAT160445	00133864	12006136	SQWINCHER TRAFF/CONSTR/AIRPT	06/30/13	231795	616.80-
00001 FASTENAL COMPANY	MSHAT160564	00134230	12006220	VENDING MACHINE ITEMS	06/30/13	231795	198.30-
FASTENAL COMPANY Sum							874.00-
00001 FEDERAL EXPRESS	2-301-85170	00134350	12006282	SERV 6/4/13 COLEMAN-PLANNING	06/30/13	231796	12.23-
FEDERAL EXPRESS Sum							12.23-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 FERGUSON ENTERPRISES INC	1188994	00134023	12006290	SINK FOR BLDG MNT POLICE DEPT	06/30/13	231797	60.59-
FERGUSON ENTERPRISES INC Sum							60.59-
00001 FIELDER, DAVID	TRAVEL REIMB	00134385	12006293	EXPNS FIRE RESCUE CLASSES	06/30/13	231798	104.56-
FIELDER, DAVID Sum							104.56-
00001 FIREHOUSE SUBS	PO#134183 6/	00134183	12006206	LUNCH HPC WORK SESSION 6/17	06/30/13	231799	77.87-
FIREHOUSE SUBS Sum							77.87-
00001 FORD, PHILLIP	PETTY CASH 6	00134425	12006331	PETTY CASH TRAFF/CONST/AIRPT	06/30/13	231800	317.43-
FORD, PHILLIP Sum							317.43-
00001 G & K SERVICES	1035367560	00134125	12006152	UNIFORMS 4/02 TRAFFIC	06/30/13	231807	24.00-
00001 G & K SERVICES	1035378104	00134125	12006153	UNIFORMS 5/07 TRAFFIC	06/30/13	231807	20.00-
00001 G & K SERVICES	1035380197	00134125	12006154	UNIFORMS 5/14 TRAFFIC	06/30/13	231807	20.00-
00001 G & K SERVICES	1035382239	00134125	12006155	UNIFORMS 5/21 TRAFFIC	06/30/13	231807	20.00-
00001 G & K SERVICES	1035384433	00134125	12006156	UNIFORMS 5/28 TRAFFIC	06/30/13	231807	20.00-
00001 G & K SERVICES	1035367561	00134125	12006157	UNIFORMS 4/02 CONSTR	06/30/13	231807	47.09-
00001 G & K SERVICES	1035378105	00134125	12006158	UNIFORMS 5/07 CONSTR	06/30/13	231807	47.09-
00001 G & K SERVICES	1035380198	00134125	12006159	UNIFORMS 5/14 CONSTR	06/30/13	231807	53.39-
00001 G & K SERVICES	1035382330	00134125	12006160	UNIFORMS 5/21 CONSTR	06/30/13	231807	59.22-
00001 G & K SERVICES	1035384434	00134125	12006161	UNIFORMS 5/28 CONSTR	06/30/13	231807	46.62-
00001 G & K SERVICES	1035367562	00134125	12006162	MOP/MAT 4/02 CONSTR	06/30/13	231807	6.40-
00001 G & K SERVICES	1035378106	00134125	12006163	MOP/MAT 5/07 CONSTR	06/30/13	231807	6.40-
00001 G & K SERVICES	1035380199	00134125	12006164	MOP/MAT 5/14 CONSTR	06/30/13	231807	6.40-
00001 G & K SERVICES	1035382331	00134125	12006165	MOP/MAT 5/21 CONSTR	06/30/13	231807	6.40-
00001 G & K SERVICES	1035384435	00134125	12006166	MOP/MAT 5/28 CONSTR	06/30/13	231807	6.40-
00001 G & K SERVICES	1035367582	00134125	12006167	UNIFORMS 4/02 AIRPORT	06/30/13	231807	12.00-
00001 G & K SERVICES	1035378126	00134125	12006168	UNIFORMS 5/07 AIRPORT	06/30/13	231807	12.00-
00001 G & K SERVICES	10353802129	00134125	12006169	UNIFORMS 5/14 AIRPORT	06/30/13	231807	12.00-
00001 G & K SERVICES	1035382351	00134125	12006170	UNIFORMS 5/21 AIRPORT	06/30/13	231807	12.00-
00001 G & K SERVICES	1035384455	00134125	12006171	UNIFORMS 5/28 AIRPORT	06/30/13	231807	12.00-
00001 G & K SERVICES	1035378126	00134125	12006172	MOP/MAT 5/07 AIRPORT	06/30/13	231807	4.70-
00001 G & K SERVICES	10358802129	00134125	12006173	MOP/MAT 5/14 AIRPORT	06/30/13	231807	4.70-
00001 G & K SERVICES	1035382351	00134125	12006174	MOP/MAT 5/21 AIRPORT	06/30/13	231807	4.70-
00001 G & K SERVICES	1035384455	00134125	12006175	MOP/MAT 5/28 AIRPORT	06/30/13	231807	4.70-
00001 G & K SERVICES	1035386578	00134462	12006350	UNIFORMS 6/04 ENGR	06/30/13	231807	8.90-
00001 G & K SERVICES	1035388695	00134462	12006351	UNIFORMS/MOP 6/11 ENGR	06/30/13	231807	8.90-
00001 G & K SERVICES	1035390856	00134462	12006352	UNIFORMS/MOP 6/18 ENGR	06/30/13	231807	8.90-
00001 G & K SERVICES	1035392976	00134462	12006353	UNIFORMS/MOP 6/25 ENGR	06/30/13	231807	8.90-
G & K SERVICES Sum							503.81-
00001 GALL'S INC	000709325	00134137	12006259	CLOTH ALLOW-COOK-POLICE DEPT	06/30/13	231808	76.26-
00001 GALL'S INC	000722309	00134137	12006260	CLOTH ALLOW-COOK-POLICE DEPT	06/30/13	231808	74.99-
00001 GALL'S INC	000685245	00133918	12006262	TACTICAL HOLSTERS-SPECIAL UNT	06/30/13	231808	569.95-
00001 GALL'S INC	000708810	00134220	12006263	PRICE INCREASE PO#133918	06/30/13	231808	80.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GALL'S INC							
Sum							801.20-
00001 GARNER LUMLEY ELECTRIC S	489238	00134334	12006265	ELEC SUPP POLICE DEPT	06/30/13	231811	30.41-
00001 GARNER LUMLEY ELECTRIC S	488770	00133955	12006274	CABLE TIES CONSTR STOCK	06/30/13	231811	44.60-
GARNER LUMLEY ELECTRIC S							
Sum							75.01-
00001 GILKEY ELECTRIC SUPPLY C	246021	00133872	12006275	HVAC STOCK PARTS CONSTR DEPT	06/30/13	231812	80.32-
00001 GILKEY ELECTRIC SUPPLY C	245472	00133330	12006297	BATTERIES FIRE DEPT EQUIPMENT	06/30/13	231812	140.65-
GILKEY ELECTRIC SUPPLY C							
Sum							220.97-
00001 GILLILANDS ELECTRONICS S	55043	00134129	12006236	PHONE REPR PTS FIRE DEPT	06/30/13	231813	169.95-
GILLILANDS ELECTRONICS S							
Sum							169.95-
00001 GPS INTELLIGENCE LLC	3685	00133966	12006122	UPDATE/MAP SERV 7/13-7/14	06/30/13	231814	1,200.00-
GPS INTELLIGENCE LLC							
Sum							1,200.00-
00001 GROVER BROS RESTAURANT &	196892	00133849	12006347	ICE MAKER TRAFF/CONST SHOP	06/30/13	231817	2,195.00-
GROVER BROS RESTAURANT &							
Sum							2,195.00-
00001 H'BURG COCA COLA BOTTLIN	56102052133	00134069	12006090	BOTTLED WATER COUNCIL OFFICE	06/30/13	231818	35.00-
H'BURG COCA COLA BOTTLIN							
Sum							35.00-
00001 H'BURG HYDRAULICS INC	51948	00134201	12006307	REPR PTS U#15893 SANIT	06/30/13	231819	89.46-
H'BURG HYDRAULICS INC							
Sum							89.46-
00001 HILL, LEROY COFFEE CO IN	12979	00134441	12006333	COFFEE SERV M/ADM	06/30/13	231823	88.37-
HILL, LEROY COFFEE CO IN							
Sum							88.37-
00001 HOME DEPOT	7043610	00133375	12006232	WATER HOSE/CART TRAIN DEPOT	06/30/13	231824	73.61-
HOME DEPOT							
Sum							73.61-
00001 HOWARD CHRISTIAN CHILDRE	PRIVILEGE TA	02013558	12006319	PRIVILEGE TAX REFUND	06/30/13	231826	3.60-
HOWARD CHRISTIAN CHILDRE							
Sum							3.60-
00001 I B M CORPORATION - MA P	5302793	00129122	12006284	AS400 MAINT	06/30/13	231828	5,294.24-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
I B M CORPORATION - MA P							
Sum							5,294.24-
00001 INDOFF INC	2294498	00134007	12006182	OFFICE SUPP FIRE ADM	06/30/13	231829	96.45-
00001 INDOFF INC	2295791	00133819	12006252	CREDIT	06/30/13	231829	35.98
00001 INDOFF INC	2296477	00133070	12006278	CREDIT	06/30/13	231829	33.62
00001 INDOFF INC	2294668	00134073	12006303	JANIT SUPP PUBLIC WORKS	06/30/13	231829	214.93-
00001 INDOFF INC	2295210	00134073	12006304	JANIT SUPP PUBLIC WORKS	06/30/13	231829	579.29-
INDOFF INC							
Sum							821.07-
00001 IRBY, STUART C CO	S007589819.0	00133896	12006118	ELEC SUPP-LIGHTS-POLICE DEPT	06/30/13	231833	168.84-
00001 IRBY, STUART C CO	S007589913.0	00133863	12006125	LIGHT BULBS P/F ACADEMY	06/30/13	231833	45.60-
00001 IRBY, STUART C CO	S007568781.0	00133632	12006135	ELEC TOOLS NEW CONSTR DEP EMP	06/30/13	231833	1,333.78-
00001 IRBY, STUART C CO	S007569810.0	00133669	12006137	ELEC SUPP-DOWNTOWN ST LIGHTS	06/30/13	231833	44.59-
00001 IRBY, STUART C CO	S007582781.0	00133791	12006138	ELEC SUPP DOWNTOWN ST LIGHTS	06/30/13	231833	362.87-
00001 IRBY, STUART C CO	S007582781.0	00133791	12006139	ELEC SUPP DOWNTOWN ST LIGHTS	06/30/13	231833	278.07-
00001 IRBY, STUART C CO	S007589819.0	00133896	12006148	CREDIT	06/30/13	231833	168.84
00001 IRBY, STUART C CO	S007589819.0	00133896	12006149	ELEC SUPP-LIGHTS-POLICE DEPT	06/30/13	231833	168.84-
00001 IRBY, STUART C CO	S007568781.0	00133632	12006150	ELEC TOOLS CONSTR DEPT EMP	06/30/13	231833	316.33-
00001 IRBY, STUART C CO	S007416492.0	00131841	12006195	ELEC SUPP-D/T LIGHTS-TORNADO	06/30/13	231833	4,116.00-
00001 IRBY, STUART C CO	S007575441.0	00133646	12006248	ELEC SUPP AIRPORT PAPI LIGHTS	06/30/13	231833	200.00-
IRBY, STUART C CO							
Sum							6,866.08-
00001 J M H GRAPHICS	S 24732	00134470	12006335	UNIFORM SHIRTS RISK MGMT	06/30/13	231834	198.00-
J M H GRAPHICS							
Sum							198.00-
00001 JACKSON, ROOSEVELT III	123137	00134185	12006268	HANG/FINISH SHEETROCK-ACADEMY	06/30/13	231837	2,650.00-
00001 JACKSON, ROOSEVELT III	123136	00134180	12006287	PAINT PARK FOUNTAIN CITY HALL	06/30/13	231837	3,175.00-
JACKSON, ROOSEVELT III							
Sum							5,825.00-
00001 JACKSON, STACY A	TRAVEL REIMB	00134314	12006272	EXPNS MACE MEETING MADISON,MS	06/30/13	231838	149.16-
JACKSON, STACY A							
Sum							149.16-
00001 JET CONSTRUCTION	1639	00133939	12006219	MASON SAND STREET DEPT	06/30/13	231840	825.00-
00001 JET CONSTRUCTION	1647	00134156	12006349	TOPSOIL VARI LOC STREET DEPT	06/30/13	231840	1,200.00-
JET CONSTRUCTION							
Sum							2,025.00-
00001 JIMMY JOHNS	PO#134224 6/	00134224	12006230	LUNCH HPC WORK SESSION 6/18	06/30/13	231841	58.10-
JIMMY JOHNS							
Sum							58.10-
00001 JOHNNY'S WRECKER SERVICE	21797	00134054	12006223	TOWING U#9857 SANIT	06/30/13	231842	350.00-
JOHNNY'S WRECKER SERVICE							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							350.00-
00001 KENTWOOD SPRINGWATER	FINAL PYMT	00134219	12006217	COOLER RENT-FINAL-P/F ACADEMY	06/30/13	231849	9.69-
KENTWOOD SPRINGWATER Sum							9.69-
00001 KRONOS INCORPORATED	10765600	00132169	12006313	TIME/ATTENDANCE SOFTWARE	06/30/13	231854	785.24-
00001 KRONOS INCORPORATED	10768940	00132169	12006314	TIME/ATTENDANCE SOFTWARE	06/30/13	231854	550.00-
KRONOS INCORPORATED Sum							1,335.24-
00001 LAW ENFORCEMENT SUPPLY,	49041	00133993	12006101	TRUCK RADIO HOLDERS FIRE DEPT	06/30/13	231858	136.05-
LAW ENFORCEMENT SUPPLY, Sum							136.05-
00001 M & B CONCESSIONS	416	00134138	12006253	PARADE CANDY M/ADM	06/30/13	231861	100.85-
M & B CONCESSIONS Sum							100.85-
00001 M B C - L E O	REG-NAYLOR 7	00134430	12006325	REG-NAYLOR-SUMMER CONF-BILOXI	06/30/13	231862	175.00-
M B C - L E O Sum							175.00-
00001 McMAHAN, THOMAS	TRAVEL REIMB	00134457	12006341	EXPNS FIRE TRAINING CLASSES	06/30/13	231863	361.26-
McMAHAN, THOMAS Sum							361.26-
00001 MAULDIN COMPANY	134155	00134155	12006301	TIRE RIM U#10799 STREET	06/30/13	231864	575.80-
MAULDIN COMPANY Sum							575.80-
00001 MCALISTER'S CORPORATION	PRIVILEGE TA	02013558	12006318	PRIVILEGE TAX REFUND	06/30/13	231865	10.00-
MCALISTER'S CORPORATION Sum							10.00-
00001 MCCAIN UNIFORMS	248669-1	00130709	12006115	UNIFORM BOOTS POLICE STOCK	06/30/13	231867	468.00-
00001 MCCAIN UNIFORMS	255823-1	00130709	12006116	UNIFORM BOOTS POLICE STOCK	06/30/13	231867	312.00-
MCCAIN UNIFORMS Sum							780.00-
00001 MCELHANEY PLUMBING INC	206349	00132878	12006151	HARDWARE SUPP 5/13 POLICE DEPT	06/30/13	231868	146.44-
00001 MCELHANEY PLUMBING INC	208110	00134191	12006222	DRAIN FLUSHER CONSTR DEPT	06/30/13	231868	79.95-
00001 MCELHANEY PLUMBING INC	207654	00134021	12006240	THERMOMETERS ANIMAL CONTROL	06/30/13	231868	99.80-
00001 MCELHANEY PLUMBING INC	208459-60	00134338	12006356	PLUMB SUPP CONSTR TRUCK STOCK	06/30/13	231868	243.25-
MCELHANEY PLUMBING INC Sum							569.44-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MCMULLAN EQUIPMENT CO	1483774	00134262	12006233	REPR PTS POLICE STOCK	06/30/13	231869	59.36-
00001 MCMULLAN EQUIPMENT CO	148654P	00134250	12006237	REPR PTS U#14147 FIRE DEPT	06/30/13	231869	87.75-
MCMULLAN EQUIPMENT CO Sum							147.11-
00001 MID SOUTH UNIFORM & SUPP	499516	00132951	12006093	BODY ARMOR COVER-DAVIS-POLICE	06/30/13	231872	66.00-
00001 MID SOUTH UNIFORM & SUPP	499715	00132874	12006244	POLICE SHOULDER PATCHES	06/30/13	231872	255.00-
MID SOUTH UNIFORM & SUPP Sum							321.00-
00001 MIKE'S TIRE & WHEEL CO	2167557	00133750	12006103	TUBES U#10799 STREET	06/30/13	231874	106.70-
MIKE'S TIRE & WHEEL CO Sum							106.70-
00001 MILSAP, TERRY (REFUNDS)	DAMAGE DEP R	02013556	12006320	DAMAGE DEPOSIT REFUND	06/30/13	231876	300.00-
MILSAP, TERRY (REFUNDS) Sum							300.00-
00001 MITCHELL TOOL SALES & SE	87159	00134015	12006239	HAMMER DRILL CONSTR DEPT	06/30/13	231877	334.00-
MITCHELL TOOL SALES & SE Sum							334.00-
00001 MOONEY, STEPHEN	TRAVEL REIMB	00134386	12006294	EXPNS ROPE RESCUE CLASSES	06/30/13	231878	74.66-
MOONEY, STEPHEN Sum							74.66-
00001 MS DEPT OF INFORMATION T	IN 601 ISH19	00134443	12006338	SERVS TIMEKEEPING SYSTEM	06/30/13	231879	42.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02013565	12006364	LONG DISTANCE 6/13 VARI DEPTS	06/30/13	231879	12,544.93-
MS DEPT OF INFORMATION T Sum							12,586.93-
00001 MS FIRE & SAFETY OF HBUR	34828	00134359	12006281	SERV/CERTIF OF FIRE EQUIPMENT	06/30/13	231880	1,318.10-
00001 MS FIRE & SAFETY OF HBUR	34996	00133869	12006306	EXTINGUISHERS PUB WORKS UNITS	06/30/13	231880	2,054.00-
MS FIRE & SAFETY OF HBUR Sum							3,372.10-
00001 MS MUNICIPAL LEAGUE	REG-NAYLOR 7	00134428	12006326	REG-NAYLOR-CONF-BILOXI	06/30/13	231881	235.00-
00001 MS MUNICIPAL LEAGUE	REG-BRADLEY	00134428	12006327	REG-BRADLEY-CONF-BILOXI	06/30/13	231881	235.00-
00001 MS MUNICIPAL LEAGUE	REG-DRYDEN 7	00134428	12006328	REG-DRYDEN-CONF-BILOXI	06/30/13	231881	235.00-
00001 MS MUNICIPAL LEAGUE	REG-BERNARDO	00134428	12006329	REG-BERNARDO-CONF-BILOXI	06/30/13	231881	235.00-
MS MUNICIPAL LEAGUE Sum							940.00-
00001 MS POLICE SUPPLY CO INC	12551	00133789	12006094	DUTY GEAR LATERAL OFFICERS	06/30/13	231882	1,604.00-
MS POLICE SUPPLY CO INC Sum							1,604.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MS POWER COMPANY	6/13 GENERAL	00201318	12006322	MNTHLY ELEC-GENERAL	06/30/13	231883	94,516.55-
MS POWER COMPANY Sum							94,516.55-
00001 MS STATE DEVELOPMENT AUT	GRANT R-103-	02013551	12006197	HCL LEVERAGE LENDER, LLC	06/19/13	17809	10,117.67-
MS STATE DEVELOPMENT AUT Sum							10,117.67-
00001 MS STATE/EMP SECURITY CO	92-00131-0-0	00134194	12006177	UNEMP CLAIMS 1ST QTR 2013	06/30/13	231884	2,622.69-
MS STATE/EMP SECURITY CO Sum							2,622.69-
00001 MS STATE/TAX COMM/UNDERC	PO#134299 6/	00134299	12006245	NEW STATE TAG U#15451 POLICE	06/30/13	231885	16.00-
MS STATE/TAX COMM/UNDERC Sum							16.00-
00001 N & H ELECTRONIC DISTRIB	117542	00133941	12006264	VARI EQUIP BATTERIES-POLICE	06/30/13	231886	836.56-
N & H ELECTRONIC DISTRIB Sum							836.56-
00001 NAPA AUTO PARTS	490990	00133942	12006344	FIRE MECHANIC SUPPLIES	06/30/13	231887	116.89-
00001 NAPA AUTO PARTS	491860	00134419	12006345	REPR PTS U#14145 FIRE DEPT	06/30/13	231887	150.55-
NAPA AUTO PARTS Sum							267.44-
00001 NATL ARBOR DAY FOUNDATIO	SSI14761596	00133243	12006147	MFC GRANT ED MATLS CEMETERY	06/30/13	231888	700.00-
NATL ARBOR DAY FOUNDATIO Sum							700.00-
00001 NAYLOR, HENRY	TRAV ADVANCE	00134431	12006324	TRAV ADV-MML CONF-BILOXI	06/30/13	231889	300.00-
NAYLOR, HENRY Sum							300.00-
00001 NEWELL PAPER COMPANY	564649	00133982	12006189	JANIT SUPP TRAFFIC/CONSTR	06/30/13	231892	436.53-
00001 NEWELL PAPER COMPANY	564583	00133943	12006254	JANIT SUPP POLICE DEPT	06/30/13	231892	1,712.27-
00001 NEWELL PAPER COMPANY	564652	00133943	12006255	JANIT SUPP POLICE DEPT	06/30/13	231892	89.73-
00001 NEWELL PAPER COMPANY	565151	00133943	12006256	JANIT SUPP POLICE DEPT	06/30/13	231892	96.00-
00001 NEWELL PAPER COMPANY	564543	00134030	12006257	FLOOR CLEAN SUPP POLICE DEPT	06/30/13	231892	448.68-
00001 NEWELL PAPER COMPANY	565158	00134030	12006258	FLOOR CLEAN SUPP POLICE DEPT	06/30/13	231892	25.90-
NEWELL PAPER COMPANY Sum							2,809.11-
00001 NOTARY PUBLIC UNDERWRITE	RENEWAL-PERK	00134175	12006134	NOTARY RNWL-PERKINS-	06/30/13	231895	221.00-
NOTARY PUBLIC UNDERWRITE Sum							221.00-
00001 OFFICE DEPOT INC	158464026	00134014	12006112	OFFICE SUPP/PRINTERS	06/30/13	231896	487.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 OFFICE DEPOT INC	661160033001	00133921	12006114	OFFICE CHAIRS TRAIN DEPOT	06/30/13	231896	449.97-
00001 OFFICE DEPOT INC	661161205001	00133837	12006117	CAMERAS VARI POLICE DEPTS	06/30/13	231896	599.95-
00001 OFFICE DEPOT INC	1583717568	00133910	12006143	OFFICE SUPP AIRPORT MAINT	06/30/13	231896	192.69-
00001 OFFICE DEPOT INC	1583717566	00133924	12006144	WIRELESS ROUTER AIRPT MAINT	06/30/13	231896	49.99-
OFFICE DEPOT INC Sum							1,780.54-
00001 OVERHEAD DOOR CO OF HBUR	63712	00133748	12006128	BAY DOOR REPR #4 FIRE STA	06/30/13	231899	536.00-
OVERHEAD DOOR CO OF HBUR Sum							536.00-
00001 PEANUTS TOWING SERVICE	62742	00134233	12006215	TOWING U#17312 POLICE	06/30/13	231902	65.00-
PEANUTS TOWING SERVICE Sum							65.00-
00001 PEARL RIVER VALLEY EPA (	6/13 GENERAL	00201318	12006321	MNTHLY 6/13 PUBLIC SERVICES	06/30/13	231903	1,318.95-
PEARL RIVER VALLEY EPA (Sum							1,318.95-
00001 PHILLIPS CAR CARE CENTER	2608	00133566	12006365	REPRS U#14682 JORDAN LDC	06/30/13	231904	435.87-
PHILLIPS CAR CARE CENTER Sum							435.87-
00001 PILEUM CORPORATION	11967	00134144	12006092	EXCHANGE EMAIL CERTIFICATE	06/30/13	231905	253.37-
PILEUM CORPORATION Sum							253.37-
00001 PINE BELT OIL COMPANY IN	3479744	00134068	12006088	WEEKLY GASOLINE PUBLIC WORKS	06/30/13	231907	17,418.75-
00001 PINE BELT OIL COMPANY IN	1011632	00134068	12006089	WEEKLY DIESEL PUBLIC WORKS	06/30/13	231907	14,267.46-
00001 PINE BELT OIL COMPANY IN	1010650	00134190	12006200	WEEKLY GAS,DIESEL PUB WORKS	06/30/13	231907	25,212.16-
00001 PINE BELT OIL COMPANY IN	690593	00134178	12006226	DIESEL AIRPORT MAINT	06/30/13	231907	2,559.20-
00001 PINE BELT OIL COMPANY IN	691735	00134176	12006302	REPR PUMPS #1,#3,#5 GO&FS	06/30/13	231907	354.67-
00001 PINE BELT OIL COMPANY IN	691431	00134322	12006354	HYD FLUID-SHOP	06/30/13	231907	1,800.00-
PINE BELT OIL COMPANY IN Sum							61,612.24-
00001 PINE BELT REGIONAL SOLID	100006 5/13	00134149	12006140	REFUSE DISPOSAL 5/13 SANIT	06/30/13	231908	42,300.57-
00001 PINE BELT REGIONAL SOLID	100028	00134150	12006141	REFUSE DISPOSAL 3/13 SANIT	06/30/13	231908	3,956.41-
PINE BELT REGIONAL SOLID Sum							46,256.98-
00001 POWER PLUS INC	17615	00134231	12006299	PRO TONGS STREET PAPER CREW	06/30/13	231914	81.40-
POWER PLUS INC Sum							81.40-
00001 PRO TRAVEL INC	UA/JTRTM6 BE	00134148	12006109	BENSON HEALTHCARE ACADEMY	06/30/13	231915	383.80-
00001 PRO TRAVEL INC	UA/JTRTM6 CO	00134148	12006110	COLEMAN-HEALTHCARE ACADEMY	06/30/13	231915	383.80-
00001 PRO TRAVEL INC	UA/JTRTM6 BR	00134148	12006111	BRIDGES-HEALTHCARE ACADEMY	06/30/13	231915	383.80-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PRO TRAVEL INC							
Sum							1,151.40-
00001 REMINGTON ARMS CO INC	43253732	00133835	12006124	WEAPON REPAIR KIT P/F ACADEMY	06/30/13	231919	184.00-
REMINGTON ARMS CO INC							
Sum							184.00-
00001 RJ YOUNG COMPANY	343410	00134275	12006229	COPIER MNT 5/13-5/14 HUMAN RE	06/30/13	231920	3,859.47-
00001 RJ YOUNG COMPANY	347307	00134279	12006238	COPIER MNT 5/28-6/28 FIRE DEP	06/30/13	231920	196.00-
00001 RJ YOUNG COMPANY	347366	00134291	12006247	COPIER 5/28-6/28 DETECTIVES	06/30/13	231920	518.00-
00001 RJ YOUNG COMPANY	348433	00134368	12006295	COPIER MNT 5/26-6/25 ACADEMY	06/30/13	231920	278.00-
RJ YOUNG COMPANY							
Sum							4,851.47-
00001 ROTO-ROOTER	405207	00134179	12006146	VIDEO INSPECT DRAIN AIRPORT	06/30/13	231921	696.78-
ROTO-ROOTER							
Sum							696.78-
00001 SACKS OUTDOOR SUPPLY	17073	00134278	12006261	CLOTH ALLOW-SHAPPLEY-POLICE	06/30/13	231923	109.98-
SACKS OUTDOOR SUPPLY							
Sum							109.98-
00001 SCRUGGS, DONOVAN	TRAVEL REIMB	00134464	12006336	EXPNS PLANNING CONF PO#130604	06/30/13	231927	20.25-
SCRUGGS, DONOVAN							
Sum							20.25-
00001 SHERWIN-WILLIAMS COMPANY	1715-1	00133858	12006133	STAIN SUPP SHOP BLDG CABINETS	06/30/13	231929	73.85-
SHERWIN-WILLIAMS COMPANY							
Sum							73.85-
00001 SOLAR SUPPLY INC	3443990	00134251	12006234	A/C REPR SUPP POLICE DEPT	06/30/13	231934	527.87-
00001 SOLAR SUPPLY INC	3443682	00134085	12006273	FREON GUAGES CONSTR DEPT	06/30/13	231934	111.60-
00001 SOLAR SUPPLY INC	3443644	00133956	12006288	A/C REPAIR TRAIN DEPOT	06/30/13	231934	317.16-
00001 SOLAR SUPPLY INC	3444207	00133636	12006357	PLUMB SUPP CONSTR/TRAFF OFFC	06/30/13	231934	187.73-
SOLAR SUPPLY INC							
Sum							1,144.36-
00001 SOUTHERN PINE ELECTRIC P	6/13 GENERAL	00201318	12006279	MNTHLY 6/13 PUBLIC SERVICES	06/30/13	231938	61.52-
SOUTHERN PINE ELECTRIC P							
Sum							61.52-
00001 SOUTHERN PINES ANIMAL SH	8/13	00134460	12006358	HANDLING,HOUSING 8/13	06/30/13	231939	9,374.00-
SOUTHERN PINES ANIMAL SH							
Sum							9,374.00-
00001 SOUTHERN TIRE MART LLC	11075578	00134133	12006187	TIRES U#11353 FIRE DEPT	06/30/13	231940	1,636.24-
00001 SOUTHERN TIRE MART LLC	11075603	00134146	12006188	TIRES U#18098 FIRE DEPT	06/30/13	231940	1,348.64-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 SOUTHERN TIRE MART LLC	11075299	00134101	12006291	TIRES POLICE STOCK	06/30/13	231940	704.00-
00001 SOUTHERN TIRE MART LLC	11075496	00134200	12006308	TIRES SANIT STOCK	06/30/13	231940	2,388.80-
00001 SOUTHERN TIRE MART LLC	11075226	00134037	12006309	RECAP TIRES SANIT/TIRE REPRS	06/30/13	231940	497.50-
00001 SOUTHERN TIRE MART LLC	11075224	00134037	12006310	RECAP TIRES/REPRS-CEMETERY	06/30/13	231940	409.00-
SOUTHERN TIRE MART LLC Sum							6,984.18-
00001 SOUTHGROUP (GALEY)	20128 BRADLE	00134482	12006366	SURETY BOND BRADLEY-COUNCIL	06/30/13	231942	350.00-
00001 SOUTHGROUP (GALEY)	20129 DELGAD	00134482	12006367	SURETY BOND DELGADO-COUNCIL	06/30/13	231942	350.00-
00001 SOUTHGROUP (GALEY)	20127 CARROL	00134482	12006368	SURETY BOND CARROLL-COUNCIL	06/30/13	231942	350.00-
00001 SOUTHGROUP (GALEY)	20131 NAYLOR	00134482	12006369	SURETY BOND NAYLOR-COUNCIL	06/30/13	231942	350.00-
SOUTHGROUP (GALEY) Sum							1,400.00-
00001 STANDARD OFFICE SUPPLY C	0035556-001	00133779	12006176	ENVELOPES MUN COURT	06/30/13	231944	504.68-
00001 STANDARD OFFICE SUPPLY C	0035003-001	00133557	12006201	VERT FILE MUN COURT JUDGE	06/30/13	231944	159.99-
00001 STANDARD OFFICE SUPPLY C	0035080-001	00133611	12006202	OFFICE EQUIP MUN COURT	06/30/13	231944	277.96-
00001 STANDARD OFFICE SUPPLY C	0035518-001	00133611	12006203	OFFICE SUPP MUN COURT	06/30/13	231944	42.98-
00001 STANDARD OFFICE SUPPLY C	0035666-001	00134067	12006204	CHECK PAPER HUMAN RESOURCES	06/30/13	231944	390.00-
STANDARD OFFICE SUPPLY C Sum							1,375.61-
00001 STATE FIRE ACADEMY	20814 MOONEY	00134390	12006296	REG-MOONEY-ROPE RESCUE CLASS	06/30/13	231945	60.00-
STATE FIRE ACADEMY Sum							60.00-
00001 STRAHAN AUTO SALES (REFU	PRIVILEGE TA	02013558	12006316	PRIVILEGE TAX REFUND	06/30/13	231946	2.40-
STRAHAN AUTO SALES (REFU Sum							2.40-
00001 SUNBELT FIRE INC	79479	00133781	12006185	FIRE FIGHTING SAW KIT	06/30/13	231947	1,917.00-
00001 SUNBELT FIRE INC	79535	00133781	12006186	FIRE FIGHTING CHAINSAW	06/30/13	231947	109.00-
00001 SUNBELT FIRE INC	79796	00134227	12006271	REPR PTS U#13560 FIRE DEPT	06/30/13	231947	864.81-
SUNBELT FIRE INC Sum							2,890.81-
00001 THOMAS SIGNS	0617	00134186	12006108	LETTERING MAYOR DUPREE'S CAR	06/30/13	231948	80.00-
00001 THOMAS SIGNS	619	00134255	12006241	RE-LETTER MAYOR'S VEHICLE	06/30/13	231948	70.00-
THOMAS SIGNS Sum							150.00-
00001 TOWING, A PRO	PO#134234 6/	00134234	12006214	TOWING CRIME SCENE VEHICLE	06/30/13	231949	150.00-
TOWING, A PRO Sum							150.00-
00001 TRI-TECH INC	93267	00134066	12006207	EVIDENCE COLLECTION BAGS	06/30/13	231950	444.15-
TRI-TECH INC Sum							444.15-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 TRUCK SERVICE & EQUIPMEN	312002	00134033	12006104	REPR PTS SANIT STOCK	06/30/13	231953	174.70-
TRUCK SERVICE & EQUIPMEN Sum							174.70-
00001 TRUCKS PLUS AUTO ACCESSO	25466	00133655	12006145	STORAGE BINS U#19101 AIRPORT	06/30/13	231954	2,839.00-
00001 TRUCKS PLUS AUTO ACCESSO	25619	00134060	12006311	REPRS U#19101 AIRPORT	06/30/13	231954	269.00-
TRUCKS PLUS AUTO ACCESSO Sum							3,108.00-
00001 UNDERWOOD'S SMALL ENGINE	839069	00134383	12006342	MOWER REPR-LAKEVIEW-ACADEMY	06/30/13	231956	47.50-
00001 UNDERWOOD'S SMALL ENGINE	839070	00134383	12006343	MOWER REPR-LAKEVIEW-ACADEMY	06/30/13	231956	67.20-
UNDERWOOD'S SMALL ENGINE Sum							114.70-
00001 UNITED PARCEL SERVICE IN	00008E1Y1524	00134321	12006266	SERVS 5/11/13 POLICE DEPT	06/30/13	231957	20.35-
UNITED PARCEL SERVICE IN Sum							20.35-
00001 VERIZON WIRELESS	9705844282	00134160	12006113	SERVS 5/24-6/01 POLICE DEPT	06/30/13	231959	1,515.92-
VERIZON WIRELESS Sum							1,515.92-
00001 WAL-MART STORES INC	002363	00133606	12006249	WATER/SOFT DRINKS HPD GUESTS	06/30/13	231962	179.88-
00001 WAL-MART STORES INC	002974	00133230	12006250	SUPP NATL TRAIN DAY 5/11/13	06/30/13	231962	117.68-
00001 WAL-MART STORES INC	003038	00133230	12006251	SUPP NATL TRAIN DAY 5/11/13	06/30/13	231962	16.78-
WAL-MART STORES INC Sum							314.34-
00001 WANSLEY'S MACHINE & DRIV	32561	00134005	12006227	REPRS U#17162 AIRPORT	06/30/13	231963	421.80-
WANSLEY'S MACHINE & DRIV Sum							421.80-
00001 WARREN PAVING INC	13152MB	00130408	12006106	LIMESTONE STREET DEPT	06/30/13	231965	1,297.31-
00001 WARREN PAVING INC	13276MB	00130408	12006107	LIMESTONE STREET DEPT	06/30/13	231965	1,811.02-
00001 WARREN PAVING INC	13340MB	00133810	12006315	RIP RAP 209 ALICE DRIVE DRNGE	06/30/13	231965	4,181.10-
WARREN PAVING INC Sum							7,289.43-
00001 WASTE MANAGEMENT OF SOUT	0006646-2526	00134218	12006225	REFUSE DISPOSAL 5/16-31 SANIT	06/30/13	231967	25,571.26-
00001 WASTE MANAGEMENT OF SOUT	0006683-2526	00134421	12006332	REFUSE DISPOSAL 6/3-14 SANIT	06/30/13	231967	14,995.20-
WASTE MANAGEMENT OF SOUT Sum							40,566.46-
00001 WATERS INTERNATIONAL TRU	8-231490052	00133693	12006105	REPR PTS SANIT STOCK	06/30/13	231968	123.40-
00001 WATERS INTERNATIONAL TRU	8-231630050	00133890	12006190	REPR PTS STREET STOCK	06/30/13	231968	193.19-
00001 WATERS INTERNATIONAL TRU	8-231720030	00134310	12006276	REPR PTS VARI SANIT UNITS	06/30/13	231968	736.02-
00001 WATERS INTERNATIONAL TRU	8-231720037	00134204	12006360	REPR PTS-KNUCKLEBOOM-CEMETERY	06/30/13	231968	356.74-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATERS INTERNATIONAL TRU							
Sum							1,409.35-
00001 WILLMUT GAS & OIL COMPAN	6/13 GENERAL	00201318	12006280	MNTHLY GAS-GENERAL	06/30/13	231973	387.67-
WILLMUT GAS & OIL COMPAN							
Sum							387.67-
Sum							1,510,513.36-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & A TRANSMISSIONS	14116	00134170	12001676	REPRS U#7383 GRNDS MAINT	06/30/13	231707	1,500.00-
A & A TRANSMISSIONS Sum							1,500.00-
00002 A & R FARM AND GARDEN	266046	00134075	12001654	HERBICIDE GRNDS MAINT	06/30/13	231708	130.00-
00002 A & R FARM AND GARDEN	266047	00134122	12001656	PAPER STICKS GRNDS MAINT	06/30/13	231708	180.00-
00002 A & R FARM AND GARDEN	266149	00134217	12001670	FERTILIZER GRNDS MAINT	06/30/13	231708	34.00-
A & R FARM AND GARDEN Sum							344.00-
00002 ADCOCK POOLS AND SPA	PO#134272 6/	00134272	12001671	POOL CHEMICALS	06/30/13	231711	47.94-
00002 ADCOCK POOLS AND SPA	59292	00133014	12001704	POOL CHEMICALS VARI LOC	06/30/13	231711	6,029.28-
ADCOCK POOLS AND SPA Sum							6,077.22-
00002 AGRI-AFC LLC	1037131	00134152	12001672	FERILIZER FOR BALLFIELDS	06/30/13	231714	3,337.00-
AGRI-AFC LLC Sum							3,337.00-
00002 ALL SOUTH PORTABLE SANIT	11203	00133554	12001666	PORTALETS JUNETEENTH CELEB	06/30/13	231717	900.00-
00002 ALL SOUTH PORTABLE SANIT	11202	00133555	12001667	PORTALETS 6/14 BLUES/BBG	06/30/13	231717	300.00-
ALL SOUTH PORTABLE SANIT Sum							1,200.00-
00002 ALLBRITTON CHAIN SAW & L	27212	00134277	12001687	WEEDEATER FUEL PUMPS	06/30/13	231718	77.82-
ALLBRITTON CHAIN SAW & L Sum							77.82-
00002 AUTO ARMATURE SERVICE IN	1281	00134309	12001702	STARTER U#7382 GRNDS MAINT	06/30/13	231725	79.95-
AUTO ARMATURE SERVICE IN Sum							79.95-
00002 BARHAM, BRENT KENNETH	SPORTS SERVS	02013560	12001725	SPORTS SUPPORT SERVICES	06/30/13	231728	250.00-
BARHAM, BRENT KENNETH Sum							250.00-
00002 BENTON, ALYSSA	SPORTS SERVS	02013561	12001740	SPORTS SUPPORT SERVICES	06/30/13	231732	315.00-
BENTON, ALYSSA Sum							315.00-
00002 BETTS, SHERMAN	OFFICIAL 6/1	02013562	12001712	OFFICIAL-DIXIE SOFTBALL	06/30/13	231733	340.00-
BETTS, SHERMAN Sum							340.00-
00002 BOND, MARK	OFFICIAL 6/1	02013562	12001713	OFFICIAL-ADULT SOFTBALL	06/30/13	231737	74.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
BOND, MARK							
Sum							74.00-
00002 BOOTH, JAKYRIA N	SPORTS SERVS	02013561	12001742	SPORTS SUPPORT SERVICES	06/30/13	231739	300.00-
BOOTH, JAKYRIA N							
Sum							300.00-
00002 BRACKMAN MOWER WAREHOUSE	IN0120397	00134040	12001645	REPRS U#15517 GRNDS MAINT	06/30/13	231741	144.32-
00002 BRACKMAN MOWER WAREHOUSE	0120408	00134047	12001646	REPRS U#17714 GRNDS MAINT	06/30/13	231741	41.87-
00002 BRACKMAN MOWER WAREHOUSE	IN0120401	00134049	12001647	REPRS U#17562 GRNDS MAINT	06/30/13	231741	69.84-
00002 BRACKMAN MOWER WAREHOUSE	IN0120400	00134050	12001648	REPRS U#17997 GRNDS MAINT	06/30/13	231741	139.11-
00002 BRACKMAN MOWER WAREHOUSE	IN0120399	00134051	12001649	REPRS U#18479 GRNDS MAINT	06/30/13	231741	203.03-
00002 BRACKMAN MOWER WAREHOUSE	IN0120398	00134053	12001650	REPR PTS U#16979 GRNDS MAINT	06/30/13	231741	79.00-
00002 BRACKMAN MOWER WAREHOUSE	0120417	00134078	12001651	WEEDEATER RPLCMNT PTS	06/30/13	231741	131.96-
00002 BRACKMAN MOWER WAREHOUSE	0120766	00134296	12001688	MOWER REPR PTS GRNDS MAINT	06/30/13	231741	240.12-
BRACKMAN MOWER WAREHOUSE							
Sum							1,049.25-
00002 BURKE, HOWARD	OFFICIAL 6/1	02013562	12001714	OFFICIAL-ADULT SOFTBALL	06/30/13	231748	51.00-
BURKE, HOWARD							
Sum							51.00-
00002 CARTER, MICHAEL	OFFICIAL 6/1	02013563	12001708	OFFICIAL-ADULT FLAG FTBALL	06/30/13	231754	60.00-
CARTER, MICHAEL							
Sum							60.00-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 6/13	02013559	12001707	TRF 2ND 6/13 PAYROLL	06/26/13	36509	92,106.96-
CITY OF HATTIESBURG FUND							
Sum							92,106.96-
00002 CLARK, SHAWN	OFFICIAL 6/1	02013563	12001709	OFFICIAL-ADULT FLAG FTBALL	06/30/13	231759	60.00-
CLARK, SHAWN							
Sum							60.00-
00002 CLEMTS HARDWARE	166284	00134151	12001657	FLAG POLE ROPE CE ROY CNTR	06/30/13	231761	30.68-
00002 CLEMTS HARDWARE	106294	00134196	12001675	WATER COOLER DAHMER POOL	06/30/13	231761	31.99-
00002 CLEMTS HARDWARE	106330	00134118	12001765	HOSES/SPRINKLERS GRNDS MAINT	06/30/13	231761	293.88-
CLEMTS HARDWARE							
Sum							356.55-
00002 COOK, JANICE	OFFICIAL 6/1	02013563	12001710	OFFICIAL-ADULT FLAG FTBALL	06/30/13	231767	360.00-
COOK, JANICE							
Sum							360.00-
00002 COOLEY, NAKITA	SPORTS SERVS	02013561	12001743	SPORTS SUPPORT SERVICES	06/30/13	231768	161.00-
COOLEY, NAKITA							
Sum							161.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 COURTNEY, JACOB C	SPORTS SERVS	02013560	12001726	SPORTS SUPPORT SERVICES	06/30/13	231770	35.00-
COURTNEY, JACOB C Sum							35.00-
00002 CULLOP, DAVID A	SPORTS SERVS	02013560	12001727	SPORTS SUPPORT SERVICES	06/30/13	231772	85.00-
CULLOP, DAVID A Sum							85.00-
00002 CURTIS, GEORGE	SPORTS SERVS	02013561	12001744	SPORTS SUPPORT SERVICES	06/30/13	231774	91.00-
CURTIS, GEORGE Sum							91.00-
00002 CURTIS, MALCOLM	OFFICIAL 6/1	02013562	12001715	OFFICIAL-ADULT SOFTBALL	06/30/13	231775	51.00-
CURTIS, MALCOLM Sum							51.00-
00002 DREW, ROBNETT	SPORTS SERVS	02013560	12001736	SPORTS SUPPORT SERVICES	06/30/13	231782	35.00-
DREW, ROBNETT Sum							35.00-
00002 DUNCAN, MICHAEL	SPORTS SERVS	02013561	12001746	SPORTS SUPPORT SERVICES	06/30/13	231785	490.00-
DUNCAN, MICHAEL Sum							490.00-
00002 DUNMORE, JOHNATHAN	SPORTS SERVS	02013561	12001745	SPORTS SUPPORT SERVICES	06/30/13	231786	217.00-
DUNMORE, JOHNATHAN Sum							217.00-
00002 EASLEY, CHARLES EDWARD	SPORTS SERVS	02013560	12001728	SPORTS SUPPORT SERVICES	06/30/13	231787	250.00-
EASLEY, CHARLES EDWARD Sum							250.00-
00002 EASTERLING, ISAIAH (POLL	OFFICIAL 6/1	02013562	12001716	OFFICIAL-ADULT SOFTBALL	06/30/13	231788	136.00-
EASTERLING, ISAIAH (POLL Sum							136.00-
00002 ECONOMY SUPPLY CO	194168	00134357	12001701	BLDG MATLS CHAIN PARK PADS	06/30/13	231789	121.29-
00002 ECONOMY SUPPLY CO	194234	00134426	12001766	HANDRAIL MATLS CHAIN PARK	06/30/13	231789	103.79-
ECONOMY SUPPLY CO Sum							225.08-
00002 ELKINS WHOLESALE INC	177169-00	00134080	12001642	JANIT SUPP GRNDS MAINT	06/30/13	231791	136.38-
00002 ELKINS WHOLESALE INC	177846-00	00134256	12001685	JANIT SUPP GRNDS MAINT	06/30/13	231791	587.87-
ELKINS WHOLESALE INC Sum							724.25-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 FAIRLEY, WILLIAM (VASTON	SPORTS SERVS	02013561	12001747	SPORTS SUPPORT SERVICES	06/30/13	231794	400.00-
FAIRLEY, WILLIAM (VASTON Sum							400.00-
00002 FASTENAL COMPANY	MSHAT160658	00133983	12001655	SAFETY VESTS-MDOT-GRNDS MAINT	06/30/13	231795	238.36-
FASTENAL COMPANY Sum							238.36-
00002 FOUNTAIN, JESSE	SPORTS SERVS	02013561	12001748	SPORTS SUPPORT SERVICES	06/30/13	231801	217.00-
FOUNTAIN, JESSE Sum							217.00-
00002 GARDNER, QUINCEY	OFFICIAL 6/1	02013562	12001717	OFFICIAL-ADULT SOFTBALL	06/30/13	231810	153.00-
GARDNER, QUINCEY Sum							153.00-
00002 GARNER LUMLEY ELECTRIC S	487065(B)	00134276	12001683	ADDL LIGHT BULBS PO#131790	06/30/13	231811	150.00-
00002 GARNER LUMLEY ELECTRIC S	489293	00134361	12001767	PORT RESTROOM SUPP CHAIN PARK	06/30/13	231811	195.81-
GARNER LUMLEY ELECTRIC S Sum							345.81-
00002 GILLILANDS ELECTRONICS S	54987	00134249	12001679	CHECK OUTLETS CE ROY TORNADO	06/30/13	231813	90.00-
GILLILANDS ELECTRONICS S Sum							90.00-
00002 GRAINGER	9163336010	00133947	12001659	FOUNTAIN PUMP CITY HALL	06/30/13	231815	1,217.00-
GRAINGER Sum							1,217.00-
00002 GRAVES, STEVEN	SPORTS SERVS	02013560	12001729	SPORTS SUPPORT SERVICES	06/30/13	231816	35.00-
GRAVES, STEVEN Sum							35.00-
00002 HARTFIELD, FREIDA	SPORTS SERVS	02013560	12001730	SPORTS SUPPORT SERVICES	06/30/13	231820	35.00-
HARTFIELD, FREIDA Sum							35.00-
00002 HARTFIELD, JONATHAN CART	SPORTS SERVS	02013560	12001731	SPORTS SUPPORT SERVICES	06/30/13	231821	250.00-
HARTFIELD, JONATHAN CART Sum							250.00-
00002 HEARD, KIAHYA	SPORTS SERVS	02013561	12001749	SPORTS SUPPORT SERVICES	06/30/13	231822	315.00-
HEARD, KIAHYA Sum							315.00-
00002 HOME DEPOT	3124155	00133509	12001682	AMERICAN FLAGS MEMORIAL DAY	06/30/13	231824	299.40-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HOME DEPOT							
Sum							299.40-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02013561	12001750	SPORTS SUPPORT SERVICES	06/30/13	231825	252.00-
HOSKINS, JAZAMINE							
Sum							252.00-
00002 IRBY, STUART C CO	S007586272.0	00133832	12001658	ELEC SUPP-LIGHTS-DAHMER PAVLN	06/30/13	231833	204.56-
00002 IRBY, STUART C CO	S007586674.0	00133899	12001686	ELEC SUPP-LIGHTS-TMBRTN TRAIL	06/30/13	231833	60.48-
00002 IRBY, STUART C CO	S007601626.0	00133832	12001694	CREDIT	06/30/13	231833	51.36
00002 IRBY, STUART C CO	S007601660.0	00133832	12001695	ELEC SUPP DAHMER PAVLN LIGHTS	06/30/13	231833	51.36-
IRBY, STUART C CO							
Sum							265.04-
00002 JACKSON, ROOSEVELT III	123135	00134110	12001693	PRESSURE WASH DOWNTOWN AREAS	06/30/13	231837	3,900.00-
JACKSON, ROOSEVELT III							
Sum							3,900.00-
00002 JERRY'S AUTOMOTIVE REPAI	15001	00134032	12001643	REPRS U#16048 GRNDS MAINT	06/30/13	231839	430.00-
00002 JERRY'S AUTOMOTIVE REPAI	15004	00134072	12001644	ADDL PTS U#16048 PO#134032	06/30/13	231839	19.50-
JERRY'S AUTOMOTIVE REPAI							
Sum							449.50-
00002 JET CONSTRUCTION	1646	00134238	12001703	TOPSOIL CHAIN PARK	06/30/13	231840	192.00-
JET CONSTRUCTION							
Sum							192.00-
00002 JONES, ANN	PETTY CASH 6	00134442	12001764	PETTY CASH GRNDS MAINT	06/30/13	231843	213.57-
JONES, ANN							
Sum							213.57-
00002 JORDAN, BRITTNI	SPORTS SERVS	02013561	12001751	SPORTS SUPPORT SERVICES	06/30/13	231844	224.00-
JORDAN, BRITTNI							
Sum							224.00-
00002 JORDAN, SARDE	SPORTS SERVS	02013561	12001752	SPORTS SUPPORT SERVICES	06/30/13	231846	112.00-
JORDAN, SARDE							
Sum							112.00-
00002 KAVAJI, BEVERLY	SPORTS SERVS	02013561	12001741	SPORTS SUPPORT SERVICES	06/30/13	231847	315.00-
KAVAJI, BEVERLY							
Sum							315.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02013561	12001753	SPORTS SUPPORT SERVICES	06/30/13	231850	182.00-
KETTLEY, ANNETTE							
Sum							182.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 KEYS, MECHEKA	SPORTS SERVS	02013561	12001754	SPORTS SUPPORT SERVICES	06/30/13	231851	98.00-
KEYS, MECHEKA Sum							98.00-
00002 KIRKSEY, JOHNATHAN	SPORTS SERVS	02013561	12001755	SPORTS SUPPORT SERVICES	06/30/13	231852	170.00-
KIRKSEY, JOHNATHAN Sum							170.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02013561	12001756	SPORTS SUPPORT SERVICES	06/30/13	231853	400.00-
KIRKSEY, NANCY JONES Sum							400.00-
00002 LANCASTER'S MACHINE & WE	21293	00134091	12001652	REPR TRAILER U#16176	06/30/13	231855	448.00-
LANCASTER'S MACHINE & WE Sum							448.00-
00002 LANGHAM, PAUL	OFFICIAL 6/1	02013563	12001711	OFFICIAL-ADULT FLAG FTBALL	06/30/13	231856	75.00-
LANGHAM, PAUL Sum							75.00-
00002 LARK POOL (S&T ASSOC)	1155985	00133979	12001664	CLEAN/PAINT CE ROY POOL	06/30/13	231857	4,760.00-
00002 LARK POOL (S&T ASSOC)	1155986	00134207	12001681	FILTER REPR CE ROY CNTR POOL	06/30/13	231857	1,055.55-
LARK POOL (S&T ASSOC) Sum							5,815.55-
00002 LIBERTY FLAG & SPECIALTY	06130136	00134113	12001700	AMERICAN FLAGS PARK DECOR	06/30/13	231859	71.00-
LIBERTY FLAG & SPECIALTY Sum							71.00-
00002 LOTT, RYAN	SPORTS SERVS	02013560	12001732	SPORTS SUPPORT SERVICES	06/30/13	231860	70.00-
LOTT, RYAN Sum							70.00-
00002 MCBRIDE, KERIAUS	SPORTS SERVS	02013560	12001733	SPORTS SUPPORT SERVICES	06/30/13	231866	35.00-
MCBRIDE, KERIAUS Sum							35.00-
00002 MCNAIR, EVELENE	OFFICIAL 6/1	02013562	12001718	OFFICIAL-ADULT SOFTBALL	06/30/13	231870	460.00-
MCNAIR, EVELENE Sum							460.00-
00002 MIKE'S TIRE & WHEEL CO	6601957	00134177	12001661	TIRE REPR U#18558 U#1498	06/30/13	231874	60.02-
00002 MIKE'S TIRE & WHEEL CO	2167658	00133813	12001662	TIRE REPR U#16977 U#14980	06/30/13	231874	40.34-
00002 MIKE'S TIRE & WHEEL CO	2167966	00134212	12001677	TIRE U#7561 GRNDS MAINT	06/30/13	231874	18.00-
00002 MIKE'S TIRE & WHEEL CO	2168136	00134414	12001768	TRAILER TIRE GRNDS MAINT	06/30/13	231874	108.57-
MIKE'S TIRE & WHEEL CO							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							226.93-
00002 MILLER, CLIFF	OFFICIAL 6/1	02013562	12001719	OFFICIAL-ADULT SOFTBALL	06/30/13	231875	136.00-
MILLER, CLIFF Sum							136.00-
00002 MS POWER COMPANY	6/13 PKS/REC	00201318	12001706	MNTHLY ELEC-PARKS & REC	06/30/13	231883	14,169.52-
MS POWER COMPANY Sum							14,169.52-
00002 MS STATE/EMP SECURITY CO	92-00131-0-0	00134194	12001665	UNEMP CLAIMS 1ST QTR 2013	06/30/13	231884	373.41
MS STATE/EMP SECURITY CO Sum							373.41
00002 NAPA AUTO PARTS	491264	00134079	12001673	TRANS FLUID GRNDS MAINT UNITS	06/30/13	231887	57.48-
NAPA AUTO PARTS Sum							57.48-
00002 OFFICE DEPOT INC	1583428242	00133572	12001663	RPLCMNT EQUIP CE ROY TORNADO	06/30/13	231896	999.96-
00002 OFFICE DEPOT INC	1585223534	00133572	12001696	CREDIT	06/30/13	231896	499.99
OFFICE DEPOT INC Sum							499.97-
00002 OLIVER, MARTIN	SPORTS SERVS	02013560	12001734	SPORTS SUPPORT SERVICES	06/30/13	231897	85.00-
OLIVER, MARTIN Sum							85.00-
00002 PATTERSON, ISIAH	SPORTS SERVS	02013560	12001735	SPORTS SUPPORT SERVICES	06/30/13	231901	316.00-
PATTERSON, ISIAH Sum							316.00-
00002 PEANUTS TOWING SERVICE	63418	00134226	12001678	TOWING U#8667 GRNDS MAINT	06/30/13	231902	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00002 PIONEER MANUFACTURING CO	INV480154	00134029	12001684	BALLFIELD MARKING PAINT	06/30/13	231910	190.00-
PIONEER MANUFACTURING CO Sum							190.00-
00002 POPE, KYM	SPORTS SERVS	02013561	12001758	SPORTS SUPPORT SERVICES	06/30/13	231911	300.00-
POPE, KYM Sum							300.00-
00002 POPE, MARCUS	SPORTS SERVS	02013561	12001757	SPORTS SUPPORT SERVICES	06/30/13	231912	300.00-
POPE, MARCUS Sum							300.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 POWELL, RANDY	SPORTS SERVS	02013561	12001759	SPORTS SUPPORT SERVICES	06/30/13	231913	252.00-
POWELL, RANDY Sum							252.00-
00002 SANFORD, JOHN L JR INC	44970	00134153	12001692	INFIELD MIX TATUM BASEBALL	06/30/13	231924	320.00-
SANFORD, JOHN L JR INC Sum							320.00-
00002 SCOTT, MATTHEW	SPORTS SERVS	02013560	12001737	SPORTS SUPPORT SERVICES	06/30/13	231926	85.00-
SCOTT, MATTHEW Sum							85.00-
00002 SHAW, RATONIA	SPORTS SERVS	02013560	12001738	SPORTS SUPPORT SERVICES	06/30/13	231928	35.00-
SHAW, RATONIA Sum							35.00-
00002 SHERWIN-WILLIAMS COMPANY	5099-4	00134141	12001660	DECK PAINT CE ROY POOL	06/30/13	231929	284.95-
00002 SHERWIN-WILLIAMS COMPANY	4973-1	00133962	12001680	POOL PAINT	06/30/13	231929	1,666.83-
SHERWIN-WILLIAMS COMPANY Sum							1,951.78-
00002 SIGNS FIRST	H-41513	00133929	12001653	RECYCLE CENTER SIGNS	06/30/13	231931	294.70-
SIGNS FIRST Sum							294.70-
00002 SIMPSON, LYNN	OFFICIAL 6/1	02013562	12001720	OFFICIAL-ADULT SOFTBALL	06/30/13	231932	51.00-
SIMPSON, LYNN Sum							51.00-
00002 SMITH, JOSH	SPORTS SERVS	02013560	12001739	SPORTS SUPPORT SERVICES	06/30/13	231933	85.00-
SMITH, JOSH Sum							85.00-
00002 SOUTHEASTERN CONCRETE CO	10635	00133846	12001698	CONCRETE UNETTA ST GYM	06/30/13	231935	314.00-
SOUTHEASTERN CONCRETE CO Sum							314.00-
00002 SOUTHERN ATHLETIC FIELDS	32960	00134154	12001691	INFIELD COND/MOUND CLAY-TATUM	06/30/13	231936	500.00-
SOUTHERN ATHLETIC FIELDS Sum							500.00-
00002 SOUTHERN MS PINE STRAW	8464	00133110	12001674	PINE STRAW VARI CITY LOC	06/30/13	231937	750.00-
00002 SOUTHERN MS PINE STRAW	8218	00134354	12001699	PINE STRAW CHAIN PARK	06/30/13	231937	300.00-
SOUTHERN MS PINE STRAW Sum							1,050.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 TROTTER, COREY	OFFICIAL 6/1	02013562	12001721	OFFICIAL-ADULT SOFTBALL	06/30/13	231951	170.00-
TROTTER, COREY Sum							170.00-
00002 TROTTER, WILLIE	OFFICIAL 6/1	02013562	12001722	OFFICIAL-ADULT SOFTBALL	06/30/13	231952	85.00-
TROTTER, WILLIE Sum							85.00-
00002 TRUSSELL, JAY	OFFICIAL 6/1	02013562	12001723	OFFICIAL-ADULT SOFTBALL	06/30/13	231955	85.00-
TRUSSELL, JAY Sum							85.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02013561	12001760	SPORTS SUPPORT SERVICES	06/30/13	231958	105.00-
VARNADO, ALEXZANDRIA Sum							105.00-
00002 VINEYARD, WILLIAM	OFFICIAL 6/1	02013562	12001724	OFFICIAL-ADULT SOFTBALL	06/30/13	231960	51.00-
VINEYARD, WILLIAM Sum							51.00-
00002 W.A.POWE AQUATICS, LLC	INVOICE #7	00134413	12001705	AQUATICS PROGRAM INVOICE #3	06/30/13	231961	4,000.00-
W.A.POWE AQUATICS, LLC Sum							4,000.00-
00002 WAL-MART STORES INC	000921	00133567	12001689	TV RPLCMNT CE ROY CN TORNADO	06/30/13	231962	168.00-
00002 WAL-MART STORES INC	002982	00134041	12001690	SUPPLIES FOR SUMMER DAY CAMP	06/30/13	231962	168.03-
WAL-MART STORES INC Sum							336.03-
00002 WARE, DERRICK	SPORTS SERVS	02013561	12001762	SPORTS SUPPORT SERVICES	06/30/13	231964	224.00-
WARE, DERRICK Sum							224.00-
00002 WEBSTER, AVERY	SPORTS SERVS	02013561	12001761	SPORTS SUPPORT SERVICES	06/30/13	231970	175.00-
WEBSTER, AVERY Sum							175.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02013561	12001763	SPORTS SUPPORT SERVICES	06/30/13	231971	182.00-
WHEELER, CURTIS Sum							182.00-
00002 WILLMUT GAS & OIL COMPAN	6/13 PKS/REC	00201318	12001697	MNTHLY GAS-PARKS & REC	06/30/13	231973	11.73-
WILLMUT GAS & OIL COMPAN Sum							11.73-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							154,128.04-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	126229	00133967	12001306	REPRS U#14702 LAGOON	06/30/13	231710	4,539.60-
AAMCO TRANS/AUTOMOTIVE S Sum							4,539.60-
00009 ADVANCED JANITORIAL SERV	20330 WTR OF	00134406	12001350	SERVS 5/13 WTR OFFICE	06/30/13	231713	495.00-
ADVANCED JANITORIAL SERV Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	1153	00134008	12001288	STARTER U#9743 SEWER	06/30/13	231725	109.95-
00009 AUTO ARMATURE SERVICE IN	1271	00134197	12001336	BATTERY U#13084 SEWER	06/30/13	231725	119.95-
00009 AUTO ARMATURE SERVICE IN	1378	00133952	12001356	BATTERY CHARGER BURKETT CREEK	06/30/13	231725	379.90-
AUTO ARMATURE SERVICE IN Sum							609.80-
00009 BAKER DISTRIBUTING CO	K249624	00134123	12001304	FILTER CLEANER LAGOONS	06/30/13	231727	86.35-
BAKER DISTRIBUTING CO Sum							86.35-
00009 BONNER ANALYTICAL TESTIN	52674	00134139	12001290	BOIL WTR SAMPLES HWY 49S	06/30/13	231738	159.00-
00009 BONNER ANALYTICAL TESTIN	52673	00134139	12001291	NPDES MONITORING 6/13	06/30/13	231738	885.82-
00009 BONNER ANALYTICAL TESTIN	52681	00134211	12001330	COLIFORM EMERSON/W 4TH ST	06/30/13	231738	53.00-
00009 BONNER ANALYTICAL TESTIN	52723	00134347	12001357	BOIL WTR SAMPLES VARI LOC	06/30/13	231738	397.50-
00009 BONNER ANALYTICAL TESTIN	52782	00134468	12001369	REPEAT SOUTH LAGOON 6/13	06/30/13	231738	139.10-
BONNER ANALYTICAL TESTIN Sum							1,634.42-
00009 BOURNE BROTHERS PRINTING	47513	00134016	12001300	2012 WATER QUALITY REPORT	06/30/13	231740	1,295.00-
BOURNE BROTHERS PRINTING Sum							1,295.00-
00009 BROADWAY DRIVE TIRE	087899	00134181	12001354	TIRES U#11519 WTR OFFICE	06/30/13	231743	284.24-
BROADWAY DRIVE TIRE Sum							284.24-
00009 BRUNINI	189318	00134433	12001362	SERVS USA YEAST MDEQ ISSUES	06/30/13	231745	10,556.27-
00009 BRUNINI	189319	00134433	12001363	SERVS GULF RESTORATION V CITY	06/30/13	231745	4,925.00-
00009 BRUNINI	189320	00134433	12001364	SERVS WIS-PAK	06/30/13	231745	7,471.83-
BRUNINI Sum							22,953.10-
00009 CARQUEST AUTO PARTS STOR	14758-8058	00134221	12001347	REPR PTS U#12518 LAGOON	06/30/13	231752	576.76-
00009 CARQUEST AUTO PARTS STOR	14758-8335	00134346	12001351	REPR PTS U#11519 WTR OFFICE	06/30/13	231752	137.54-
00009 CARQUEST AUTO PARTS STOR	14758-7753	00134034	12001358	REPR PTS U#11139 SEWER	06/30/13	231752	136.61-
CARQUEST AUTO PARTS STOR Sum							850.91-
00009 CENTRAL PIPE SUPPLY INC	R90018	00134055	12001299	PLUMB SUPP TRANS DEPT	06/30/13	231756	268.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CENTRAL PIPE SUPPLY INC	R90306	00134213	12001365	PLUMB SUPP TRANS DEPT	06/30/13	231756	832.62-
00009 CENTRAL PIPE SUPPLY INC	R89904	00133915	12001367	PLUMB SUPP SEWER DEPT	06/30/13	231756	302.94-
00009 CENTRAL PIPE SUPPLY INC	R90305	00133915	12001368	PLUMB SUPP SEWER DEPT	06/30/13	231756	120.30-
CENTRAL PIPE SUPPLY INC Sum							1,523.86-
00009 CERTIFIED LABORATORIES	1133289	00133912	12001296	CHEMICALS-LAGOONS	06/30/13	231757	25,766.70-
CERTIFIED LABORATORIES Sum							25,766.70-
00009 CHAIN ELECTRIC COMPANY	24922	00132659	12001292	CONTROLLER PINE TREE LIFT STA	06/30/13	231758	3,020.00-
00009 CHAIN ELECTRIC COMPANY	24923	00132676	12001293	CONTROLLER WATER PLANT #2	06/30/13	231758	3,020.00-
00009 CHAIN ELECTRIC COMPANY	24921	00132708	12001294	CONTROLLER HILLCREST WTR TANK	06/30/13	231758	3,502.50-
00009 CHAIN ELECTRIC COMPANY	24924	00132741	12001295	CONTROLLER PLT#2 WELL #5	06/30/13	231758	3,020.00-
00009 CHAIN ELECTRIC COMPANY	25042	00134157	12001302	GENERATOR PLUG 63RD ST STA	06/30/13	231758	808.20-
00009 CHAIN ELECTRIC COMPANY	24920	00134158	12001303	GENERATOR MAINT E LAUREL STA	06/30/13	231758	132.00-
CHAIN ELECTRIC COMPANY Sum							13,502.70-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 6/13	02013559	12001361	TRF 2ND 6/13 PAYROLL	06/26/13	21680	94,955.10-
CITY OF HATTIESBURG FUND Sum							94,955.10-
00009 CLARKE POWER SERVICES IN	S108005301:0	00133980	12001342	REPRS SEWER UNIT	06/30/13	231760	2,952.95-
CLARKE POWER SERVICES IN Sum							2,952.95-
00009 COBURN'S SUPPLY CO INC	605925638	00133916	12001289	PLUMB SUPP TRANS STOCK	06/30/13	231763	192.00-
COBURN'S SUPPLY CO INC Sum							192.00-
00009 D P C ENTERPRISES LP	212001174-13	00133911	12001328	CHEMICALS VARI PLANTS	06/30/13	231776	1,552.00-
00009 D P C ENTERPRISES LP	212001175-13	00133911	12001329	CHEMICALS VARI PLANTS	06/30/13	231776	1,164.00-
00009 D P C ENTERPRISES LP	212001200-13	00134074	12001346	CHEMICALS-LAGOONS	06/30/13	231776	4,100.00-
D P C ENTERPRISES LP Sum							6,816.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00134407	12001352	SEWER BILLING REPORT 5/13	06/30/13	231781	229.50-
DIXIE COMMUNITY UTILITY Sum							229.50-
00009 G & K SERVICES	1035378110	00134128	12001307	UNIFORMS 5/07 TRANS	06/30/13	231807	52.00-
00009 G & K SERVICES	1035380203	00134128	12001308	UNIFORMS 5/14 TRANS	06/30/13	231807	72.00-
00009 G & K SERVICES	1035382335	00134128	12001309	UNIFORMS 5/21 TRANS	06/30/13	231807	45.60-
00009 G & K SERVICES	1035384439	00134128	12001310	UNIFORMS 5/28 TRANS	06/30/13	231807	63.60-
00009 G & K SERVICES	1035378111	00134128	12001311	UNIFORMS 5/07 PLANT	06/30/13	231807	52.00-
00009 G & K SERVICES	1035380204	00134128	12001312	UNIFORMS 5/14 PLANT	06/30/13	231807	52.00-
00009 G & K SERVICES	1035382336	00134128	12001313	UNIFORMS 5/21 PLANT	06/30/13	231807	52.00-
00009 G & K SERVICES	1035384440	00134128	12001314	UNIFORMS 5/28 PLANT	06/30/13	231807	52.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 G & K SERVICES	1035378114	00134128	12001315	MOP/MAT 5/07 PLANT	06/30/13	231807	19.90-
00009 G & K SERVICES	1035380207	00134128	12001316	MOP/MAT 5/14 PLANT	06/30/13	231807	19.90-
00009 G & K SERVICES	1035382339	00134128	12001317	MOP/MAT 5/21 PLANT	06/30/13	231807	19.90-
00009 G & K SERVICES	1035384443	00134128	12001318	MOP/MAT 5/28 PLANT	06/30/13	231807	19.90-
00009 G & K SERVICES	1035378109	00134128	12001319	UNIFORMS 5/07 SEWER	06/30/13	231807	48.00-
00009 G & K SERVICES	1035380202	00134128	12001320	UNIFORMS 5/14 SEWER	06/30/13	231807	48.00-
00009 G & K SERVICES	1035382334	00134128	12001321	UNIFORMS 5/21 SEWER	06/30/13	231807	48.00-
00009 G & K SERVICES	1035384438	00134128	12001322	UNIFORMS 5/28 SEWER	06/30/13	231807	48.00-
00009 G & K SERVICES	1035378112	00134128	12001323	UNIFORMS 5/07 LAGOON	06/30/13	231807	16.00-
00009 G & K SERVICES	1035380205	00134128	12001324	UNIFORMS 5/14 LAGOON	06/30/13	231807	16.00-
00009 G & K SERVICES	1035382337	00134128	12001325	UNIFORMS 5/21 LAGOON	06/30/13	231807	15.84-
00009 G & K SERVICES	1035384441	00134128	12001326	UNIFORMS 5/28 LAGOON	06/30/13	231807	22.14-
00009 G & K SERVICES	1035388690	00134409	12001355	UNIFORMS 6/11 METER TECHS	06/30/13	231807	12.00-
G & K SERVICES Sum							794.78-
00009 HOME DEPOT	1043551	00133193	12001341	VARI OPER SUPP/EQUIP-SEWER	06/30/13	231824	475.53-
HOME DEPOT Sum							475.53-
00009 INDOFF INC	2296028	00134147	12001344	JANIT SUPP WTR PLANT	06/30/13	231829	442.19-
INDOFF INC Sum							442.19-
00009 INDUSTRIAL CHEMICALS INC	263042	00133917	12001337	LIME WTR PLANT	06/30/13	231830	4,696.50-
INDUSTRIAL CHEMICALS INC Sum							4,696.50-
00009 INDUSTRIAL ELECTRIC MOTO	RI1276	00133833	12001331	PUMP MOTOR REPR WELL #4	06/30/13	231831	3,330.73-
INDUSTRIAL ELECTRIC MOTO Sum							3,330.73-
00009 IRBY, STUART C CO	S007589864.0	00133862	12001301	ELEC SUPP PLT #2 WELL #4	06/30/13	231833	341.79-
00009 IRBY, STUART C CO	S007575624.0	00133712	12001305	ELEC SUPP LAGOONS	06/30/13	231833	3,500.00-
00009 IRBY, STUART C CO	S007602667.0	00134124	12001345	HAND TOOLS-DUCKWORTH-PLANT	06/30/13	231833	215.95-
IRBY, STUART C CO Sum							4,057.74-
00009 MIKE'S TIRE & WHEEL CO	2168082	00134316	12001343	TIRES U#14760 TRANS	06/30/13	231874	434.44-
MIKE'S TIRE & WHEEL CO Sum							434.44-
00009 MS POWER COMPANY	6/13 W&SO&M	00201318	12001360	MNTHLY ELEC-W&SO&M	06/30/13	231883	75,195.88-
MS POWER COMPANY Sum							75,195.88-
00009 MS STATE/EMP SECURITY CO	92-00131-0-0	00134194	12001327	UNEMP CLAIMS 1ST QTR 2013	06/30/13	231884	786.58-
MS STATE/EMP SECURITY CO							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							786.58-
00009 NAPA AUTO PARTS	491059	00133954	12001297	AERATOR REPR WRENCHES-LAGOON	06/30/13	231887	62.98-
NAPA AUTO PARTS							
Sum							62.98-
00009 NORTH LAMAR WATER ASSN	CUSTOMER LIS	00134164	12001298	CUSTOMER LISTING 5/13	06/30/13	231894	134.00-
NORTH LAMAR WATER ASSN							
Sum							134.00-
00009 PEARL RIVER VALLEY EPA (	6/13 W&SO&M	00201318	12001359	MNTHLY 6/13 PUBLIC SERVICES	06/30/13	231903	325.98-
PEARL RIVER VALLEY EPA (							
Sum							325.98-
00009 PINE BELT INDUSTRIAL SUP	4113425-0001	00134126	12001332	BUSHINGS-LAGOON	06/30/13	231906	73.80-
PINE BELT INDUSTRIAL SUP							
Sum							73.80-
00009 PUCKETT RENTS (REMIT)	381985-0001	00132718	12001335	PUMP RENTAL SER#5741834	06/19/13	21678	469.65-
PUCKETT RENTS (REMIT)							
Sum							469.65-
00009 PUMP AND CONTROL SERVICE	460	00134210	12001333	MAINT/REPRS S LAGOON 6/11-14	06/30/13	231916	3,200.00-
PUMP AND CONTROL SERVICE							
Sum							3,200.00-
00009 RAWLS SPRINGS UTILITY DI	METER READIN	00134408	12001353	METER READINGS 5/13	06/30/13	231918	166.00-
RAWLS SPRINGS UTILITY DI							
Sum							166.00-
00009 SCOGGINS PUMP REPAIR	9034	00134288	12001366	PUMP REPR RICHBURG HILL STA	06/30/13	231925	2,408.00-
SCOGGINS PUMP REPAIR							
Sum							2,408.00-
00009 SOUTHERN PINE ELECTRIC P	6/13 W&SO&M	00201318	12001348	MNTHLY 6/13 PUBLIC SERVICES	06/30/13	231938	1,385.30-
SOUTHERN PINE ELECTRIC P							
Sum							1,385.30-
00009 SOUTHERN WATERWORKS SUPP	48611	00133984	12001339	FIRE HYDRANT PTS WTR TRANS	06/30/13	231941	480.00-
00009 SOUTHERN WATERWORKS SUPP	48548	00134057	12001340	PLUMB SUPP TRANS DEPT	06/30/13	231941	138.68-
SOUTHERN WATERWORKS SUPP							
Sum							618.68-
00009 WILLMUT GAS & OIL COMPAN	6/13 W&SO&M	00201318	12001349	MNTHLY GAS-W&SO&M	06/30/13	231973	48.49-
WILLMUT GAS & OIL COMPAN							
Sum							48.49-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							277,794.48-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BAYNE, JOSH	METER DEP RF 02013547		12000785	METER DEP RFD	06/30/13	231729	38.82-
BAYNE, JOSH Sum							38.82-
00011 BLAINEWOOD APTS	METER DEP RF 02013547		12000776	METER DEP RFD	06/30/13	231734	15.32-
BLAINEWOOD APTS Sum							15.32-
00011 BROWN, SPENCER	METER DEP RF 02013547		12000781	METER DEP RFD	06/30/13	231744	55.82-
BROWN, SPENCER Sum							55.82-
00011 BULLARD REBEKAH	WATER DEP RF 02013547		12000779	METER DEP RFD	06/30/13	231746	55.82-
BULLARD REBEKAH Sum							55.82-
00011 BURGE, MARGARET A	METER DEP RF 02013547		12000782	METER DEP RFD	06/30/13	231747	36.64-
BURGE, MARGARET A Sum							36.64-
00011 CARSON, LETICIA	METER DEP RF 02013547		12000787	METER DEP RFD	06/30/13	231753	3.80-
CARSON, LETICIA Sum							3.80-
00011 GALLASPY, JIM	METER DEP RF 02013547		12000788	METER DEP RFD	06/30/13	231809	38.82-
GALLASPY, JIM Sum							38.82-
00011 JACKSON, ELISHA	METER DEP RF 02013547		12000783	METER DEP RFD	06/30/13	231836	38.82-
JACKSON, ELISHA Sum							38.82-
00011 KENNETH R WEST MANGT	WATER RFD AC 02013546		12000774	WATER OVERPAYMENT REFND	06/30/13	231848	23.46-
KENNETH R WEST MANGT Sum							23.46-
00011 MIKE MCMAHAN	METER DEP RF 02013547		12000777	METER DEP RFD	06/30/13	231873	26.14-
MIKE MCMAHAN Sum							26.14-
00011 NETWORK SERVICES (NSI)	10201490000	02013567	12000789	WATER COLLECTIONS FEES	06/30/13	231891	138.28-
NETWORK SERVICES (NSI) Sum							138.28-
00011 NORRIS, LATONYA L	METER DEP RF 02013547		12000786	METER DEP RFD	06/30/13	231893	38.82-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NORRIS, LATONYA L							
Sum							38.82-
00011 OSCAR G CARLSTADT	METER DEP RF 02013547		12000775	METER DEP RFD	06/30/13	231898	20.00-
OSCAR G CARLSTADT							
Sum							20.00-
00011 RABER, MICKI S	METER DEP RF 02013547		12000780	METER DEP RFD	06/30/13	231917	55.82-
RABER, MICKI S							
Sum							55.82-
00011 WARREN, JADAN	METER DEP RF 02013547		12000784	METER DEP RFD	06/30/13	231966	38.82-
WARREN, JADAN							
Sum							38.82-
00011 WEATHERS, CHARLES L	WATER DEP RF 02013547		12000778	METER DEP RFD	06/30/13	231969	14.38-
WEATHERS, CHARLES L							
Sum							14.38-
Sum							639.58-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 PINE BELT TROPHY	PO#134111 5/	00134111	12000069	PLAQUE FOR PAL PROGRAM	06/30/13	231909	116.50-
PINE BELT TROPHY Sum							116.50-
Sum							116.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	130528A	00134401	12000040	SERVS WETLANDS MITIGATION	06/30/13	231721	4,020.00-
ARE CONSULTANTS INC							
Sum							4,020.00-
Sum							4,020.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 CATERPILLAR FINANCIAL SE	CON# 0597687	02013550	12000304	BACKHOE LEASE PYMT DUE 6/29/13	06/19/13	41065	1,086.14-
CATERPILLAR FINANCIAL SE Sum							1,086.14-
00072 HRG (HATTIESBURG RESOURC	011004-01-3	00134396	12000305	SERVS 4/13 MIDTOWN 28TH/HARDY	06/30/13	231827	17,975.57-
HRG (HATTIESBURG RESOURC Sum							17,975.57-
00072 JACKSON BOWMAN & ARRINGT	52562	00134393	12000314	SERVS D/TOWN TRAFFIC IMPS	06/30/13	231835	3,750.00-
JACKSON BOWMAN & ARRINGT Sum							3,750.00-
00072 NEEL-SCHAFFER INC	1010618	00134388	12000307	SERVS 4/13 SAFE ROUTES/SCHOOL	06/30/13	231890	492.23-
00072 NEEL-SCHAFFER INC	1010655-11-6	00134399	12000308	SERVS 4/13 BIKE LANE PROJECT	06/30/13	231890	913.00-
00072 NEEL-SCHAFFER INC	1009956	00134365	12000309	CONSTR MGMT 4TH ST EXPAN PH I	06/30/13	231890	11,497.33-
00072 NEEL-SCHAFFER INC	1010616	00134365	12000310	CONSTR MGMT 4TH ST EXPAN PH I	06/30/13	231890	16,918.09-
00072 NEEL-SCHAFFER INC	1010617	00134365	12000311	MATLS TESTS 4TH ST EXPAN PH I	06/30/13	231890	784.60-
00072 NEEL-SCHAFFER INC	1011127	00134365	12000312	CONSTR MGMT 4TH ST EXPAN PH I	06/30/13	231890	18,509.94-
00072 NEEL-SCHAFFER INC	1011128	00134365	12000313	MATLS TESTS 4TH ST EXPAN PH I	06/30/13	231890	2,670.92-
NEEL-SCHAFFER INC Sum							51,786.11-
00072 SHOWS DEARMAN & WAITS IN	17484	00134403	12000315	SERVS 4/21-5/15 HARDY ST WIDE	06/30/13	231930	13,892.09-
00072 SHOWS DEARMAN & WAITS IN	17503	00134389	12000316	SERV 4/21-5/25 CC CLUB SIREN	06/30/13	231930	375.00-
SHOWS DEARMAN & WAITS IN Sum							14,267.09-
00072 WARREN PAVING INC	12884MB	00132912	12000297	ASPHALT VARI LOC	06/30/13	231965	1,616.40-
00072 WARREN PAVING INC	12965MB	00132912	12000298	ASPHALT VARI LOC	06/30/13	231965	247.80-
00072 WARREN PAVING INC	13001MB	00132912	12000299	ASPHALT VARI LOC	06/30/13	231965	3,298.20-
00072 WARREN PAVING INC	13077MB	00132912	12000300	ASPHALT VARI LOC	06/30/13	231965	2,443.20-
00072 WARREN PAVING INC	13153MB	00132912	12000301	ASPHALT VARI LOC	06/30/13	231965	1,996.20-
00072 WARREN PAVING INC	13223MB	00132912	12000302	ASPHALT VARI LOC	06/30/13	231965	2,097.00-
00072 WARREN PAVING INC	13277MB	00132912	12000303	ASPHALT VARI LOC	06/30/13	231965	115.80-
WARREN PAVING INC Sum							11,814.60-
00072 WHEELER, GREG	906 W 5TH ST	00134391	12000306	SERVS LLT GATEWAY TO MAIN	06/30/13	231972	1,000.00-
WHEELER, GREG Sum							1,000.00-
Sum							101,679.51-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20330 MASS T	00134406	12000425	SERVS 5/13 MASS TRANSIT	06/30/13	231713	345.00-
ADVANCED JANITORIAL SERV Sum							345.00-
00073 AIRGAS USA LLC (NORDAN S	9910157947 M	00134140	12000404	CYL RENT 5/13 MASS TRANSIT	06/30/13	231715	33.92-
00073 AIRGAS USA LLC (NORDAN S	9908607109 &	00134232	12000422	CYL RENT 3/13 MASS TRANSIT	06/30/13	231715	42.40-
AIRGAS USA LLC (NORDAN S Sum							76.32-
00073 ALBERT & ASSOCIATES ARCH	#4	00134174	12000406	SERVS TRAIN DEPOT KIOSK	06/30/13	231716	74,025.00-
ALBERT & ASSOCIATES ARCH Sum							74,025.00-
00073 CDM SMITH INC	80458701/17	00134171	12000407	SERVS 1/27-4/27/13 TRANS STOP	06/30/13	231755	2,571.25-
CDM SMITH INC Sum							2,571.25-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 6/13	02013559	12000427	TRF 2ND 6/13 PAYROLL	06/26/13	17813	23,076.41-
CITY OF HATTIESBURG FUND Sum							23,076.41-
00073 CUMMINS MID SOUTH LLC	003-42395	00131663	12000424	REPR PTS VARI BUSES	06/30/13	231773	596.48-
CUMMINS MID SOUTH LLC Sum							596.48-
00073 G & K SERVICES	1035378113	00134162	12000408	UNIFORMS 5/07 DRIVERS	06/30/13	231807	36.00-
00073 G & K SERVICES	1035380206	00134162	12000409	UNIFORMS 5/14 DRIVERS	06/30/13	231807	36.00-
00073 G & K SERVICES	1035382338	00134162	12000410	UNIFORMS 5/21 DRIVERS	06/30/13	231807	41.94-
00073 G & K SERVICES	1035384442	00134162	12000411	UNIFORMS 5/28 DRIVERS	06/30/13	231807	35.64-
00073 G & K SERVICES	1035378115	00134163	12000412	UNIFORMS 5/07 MECHANICS	06/30/13	231807	8.00-
00073 G & K SERVICES	1035380208	00134163	12000413	UNIFORMS 5/14 MECHANICS	06/30/13	231807	8.00-
00073 G & K SERVICES	1035382340	00134163	12000414	UNIFORMS 5/21 MECHANICS	06/30/13	231807	8.00-
00073 G & K SERVICES	1035384444	00134163	12000415	UNIFORMS 5/28 MECHANICS	06/30/13	231807	8.00-
00073 G & K SERVICES	1035378116	00134161	12000416	MATS 5/07	06/30/13	231807	5.10-
00073 G & K SERVICES	1035380209	00134161	12000417	MATS 5/14	06/30/13	231807	5.10-
00073 G & K SERVICES	1035382341	00134161	12000418	MATS 5/21	06/30/13	231807	5.10-
00073 G & K SERVICES	1035384445	00134161	12000419	MATS 5/28	06/30/13	231807	5.10-
G & K SERVICES Sum							201.98-
00073 JERRY'S AUTOMOTIVE REPAI	14993	00133968	12000405	COOL SYS REPR U#16761	06/30/13	231839	118.80-
JERRY'S AUTOMOTIVE REPAI Sum							118.80-
00073 MS POWER COMPANY	6/13 M TRANS	00201318	12000426	MNTHLY ELEC-MASS TRANSIT	06/30/13	231883	796.48-
MS POWER COMPANY Sum							796.48-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 VERIZON WIRELESS	9706343021	00134410	12000428	GPS-PARA TRANSIT 7/13	06/30/13	231959	201.35-
VERIZON WIRELESS Sum							201.35-
Sum							102,009.07-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 MERRELL BROS INC	16005 FINAL	00134397	12000097	CONSTR S LAGOON SLUDGE RMVL	06/30/13	231871	462,904.20-
MERRELL BROS INC Sum							462,904.20-
00075 SHOWS DEARMAN & WAITS IN	17500	00134400	12000095	SERV 4/21-5/25 AUGUSTA COURT	06/30/13	231930	900.00-
00075 SHOWS DEARMAN & WAITS IN	17502	00134402	12000096	SERV 4/21-5/25 IND PARK SEWER	06/30/13	231930	2,000.00-
SHOWS DEARMAN & WAITS IN Sum							2,900.00-
Sum							465,804.20-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ASHLEY FURNITURE HOMESTO	671050	00134083	12000380	WALL ART/PICTURE CE ROY CNTR	06/30/13	231722	237.68-
ASHLEY FURNITURE HOMESTO Sum							237.68-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 6/13	02013559	12000385	TRF 2ND 6/13 PAYROLL	06/26/13	36509	23,606.80-
CITY OF HATTIESBURG FUND Sum							23,606.80-
00077 DANTZLER, ERIN (REFUNDS)	SHERRILL CNT	02013557	12000382	DAMAGE DEPOSIT REFUND	06/30/13	231778	100.00-
DANTZLER, ERIN (REFUNDS) Sum							100.00-
00077 DUNAGIN PEST CONTROL(PRE	8760816	00134417	12000379	SENTRICON SERV CE ROY CNTR	06/30/13	231783	85.00-
DUNAGIN PEST CONTROL(PRE Sum							85.00-
00077 ECONOMY SUPPLY CO	193301	00133953	12000387	DOOR STOPS CE ROY CNTR	06/30/13	231789	329.25-
00077 ECONOMY SUPPLY CO	193302	00133953	12000388	DOOR STOPS CE ROY CNTR	06/30/13	231789	65.85-
ECONOMY SUPPLY CO Sum							395.10-
00077 ENDOM TRAILERS	R44215	00131075	12000386	STORAGE UNIT-CE ROY-TORNADO	06/30/13	231793	59.94-
ENDOM TRAILERS Sum							59.94-
00077 FERGUSON ENTERPRISES INC	1187976	00133884	12000389	PLUMB SUPP CE ROY POOL	06/30/13	231797	73.30-
00077 FERGUSON ENTERPRISES INC	1187976-1	00133884	12000390	PLUMB SUPP CE ROY POOL	06/30/13	231797	23.14-
FERGUSON ENTERPRISES INC Sum							96.44-
00077 GROVER BROS RESTAURANT &	197074	00133996	12000367	ICE MACHINE PTS CE ROY CNTR	06/30/13	231817	150.00-
GROVER BROS RESTAURANT & Sum							150.00-
00077 IRBY, STUART C CO	S007450204.0	00132229	12000369	FREIGHT CHGS	06/30/13	231833	6.69-
IRBY, STUART C CO Sum							6.69-
00077 MCELHANEY PLUMBING INC	207969	00134064	12000375	WTR FOUNTAIN PTS SHERRILL CTR	06/30/13	231868	82.85-
MCELHANEY PLUMBING INC Sum							82.85-
00077 MS POWER COMPANY	6/13 COMM CN	00201318	12000384	MNTHLY ELEC-COMM CNTRS	06/30/13	231883	4,011.47-
MS POWER COMPANY Sum							4,011.47-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 PACE ROOFING	1556	00133507	12000370	GUTTER REPR SHERRILL CNTR	06/30/13	231900	2,700.00-
PACE ROOFING Sum							2,700.00-
00077 PEANUTS TOWING SERVICE	62959	00134012	12000368	TOWING U#5591 COMM CNTRS	06/30/13	231902	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00077 S.H. BLAIR CLASS OF 1971	SHERRILL CNT	02013557	12000383	DAMAGE DEPOSIT REFUND	06/30/13	231922	100.00-
S.H. BLAIR CLASS OF 1971 Sum							100.00-
00077 SPECIALTY SERVICES LLC	APPL#5 CE RO	00131564	12000376	REPRS CE ROY CNTR TORNADO	06/30/13	231943	9,046.60-
00077 SPECIALTY SERVICES LLC	APPL#5 ADDL	00133010	12000377	ADDL REPR CE ROY CTR TORNADO	06/30/13	231943	9,087.00-
SPECIALTY SERVICES LLC Sum							18,133.60-
00077 WILLMUT GAS & OIL COMPAN	6/13 COMM CN	00201318	12000378	MNTHLY GAS-COMM CNTRS	06/30/13	231973	33.63-
WILLMUT GAS & OIL COMPAN Sum							33.63-
00077 WOLFE GANG MUSIC	15685	00133999	12000372	PIANO DELIVERY CE ROY CNTR	06/30/13	231974	295.00-
WOLFE GANG MUSIC Sum							295.00-
Sum							50,169.20-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 BRANDT INSTRUMENTS INC	REG-R JORDAN	00134432	12000209	REG-R JORDAN-LEAD REFRESH CRS	06/30/13	231742	275.00-
BRANDT INSTRUMENTS INC Sum							275.00-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 6/13	02013559	12000208	TRF 2ND 6/13 PAYROLL	06/26/13	36515	8,844.39-
CITY OF HATTIESBURG FUND Sum							8,844.39-
00082 CORLEY, MAUDELL (CDBG)	06/18/13	00134292	12000205	302 HALL AVE TEMP RELOC6/7-7/6	06/20/13	36508	650.00-
CORLEY, MAUDELL (CDBG) Sum							650.00-
00082 HOUSING ALTERNATIVES OF	06/18/13	00134293	12000204	437 MABLE ST, DR#9 PLUMB &ROOF	06/20/13	36504	2,777.99-
HOUSING ALTERNATIVES OF Sum							2,777.99-
00082 JORDAN, RANDY	TRAV ADVANCE	00134422	12000210	TRAV ADV-LEAD REFRESHER CRSE	06/30/13	231845	343.90-
JORDAN, RANDY Sum							343.90-
00082 RJ YOUNG COMPANY	347310	00134329	12000207	COPIER MAINT 5/28-6/28	06/30/13	231920	187.22-
RJ YOUNG COMPANY Sum							187.22-
00082 WAL-MART STORES INC	000748 & 004	00133824	12000206	SUPP-HOUSING INSPECTOR	06/30/13	231962	46.72-
WAL-MART STORES INC Sum							46.72-
Sum							13,125.22-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEV TAX	02013545	12000016	FOOD/BEVERAGE TAX 5/13	06/17/13	17807	390,563.24-
H'BURG CONVENTION COMMIS Sum							390,563.24-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02013544	12000015	MOTEL SALES TAX 5/13	06/17/13	17806	39,197.70-
H'BURG TOURISM COMMISSIO Sum							39,197.70-
Sum							429,760.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GROUP INSURANCE TRUST FUND							
00109 CITY OF HATTIESBURG FUND TRF T JACKSO	02013549		54	TRF TIMOTHY JACKSON VISION	06/19/13	36502	17.24-
00109 CITY OF HATTIESBURG FUND TRF M CARTER	02013548		55	TRF MELISSA CARTER VISION	06/19/13	36503	17.24-
CITY OF HATTIESBURG FUND							
Sum							34.48-
Sum							34.48-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level Sum							3,109,794.58-

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JUNE 30, 2013

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	ROBERT HUDDLESTON	1/1/1900	134436	6380	FOOD FOR INAUGURAL RECEPTION	7/1/13	17865	7,012.50
01	FLOWERS & THINGS	6/12/2013	134323	6381	INAUGURATION FLORAL ARRANGEMENTS	7/1/13	17866	2,676.00
01	BOURNE BROTHERS PRINTING	47614	134458	6382	1500 INAUGURATION PROGRAMS	7/1/13	17867	2,980.00
01	BOURNE BROTHERS PRINTING	5/2/2030	134434	17868	1200 INAUGURAL INVITATIONS	7/1/13	17868	405.00
01	SWEET CREATIONS CAKE BY KATHY	6/27/2013	134439	17869	CAKE FOR INAUGURATION	7/1/2013	17869	1,600.00
						TOTAL		14,673.50

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, July 2, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

VI.-15 2013-0403 Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Attachments: Emergency Purchase on McCall Ave.

Irene ChapelMcall Drive Storm Repair-Myers Underground

IRENE CHAPEL DRAINAGE PIPE 2013

City of Hattiesburg, MS

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

Master

File Number: 2013-0403

File ID: 2013-0403 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

File Created: 07/01/2013

Brief Title: Declare repairs of the drainage pipe on McCall Street as an emergency; approve and authorize Mayor to execute contract with contractor as authorized by MS Code Section 31-7-13(k). **Final Action:** 07/02/2013

Minute Book Number: MB2013-192

Title:

Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Notes:

Sponsors: **Enactment Date:**

Attachments: Emergency Purchase on McCall Ave., Irene ChapelMcall Drive Storm Repair-Myers Underground, IRENE CHAPEL DRAINAGE PIPE 2013 **Enactment Number:**

Contact: **Meeting Date:** 07/02/2013

Drafter: Sharon Waits **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	07/02/2013					
1	City Council	07/02/2013	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

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

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

Nays: 0

Yea:	5	President Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Naylor
		Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-0403

Title

Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Summary

Declare repairs of the drainage pipe on McCall Street as an emergency; approve and authorize Mayor to execute contract with contractor as authorized by MS Code Section 31-7-13(k).

Budget Information

$200,030.00

Expenditure Type

Emergency expense

Purchasing Item

Emergency Purchase

Publication Information

From: Kuyrkendall, Bert
Sent: Monday, July 01, 2013 9:17 AM
To: DuPree, Mayor Johnny L.; 'carter205@aol.com'; dldenard; 'taylorrental@gmail.com'; 'marycdryden@yahoo.com'; Naylor, Henry; 'hnaylor444@aol.com'
Cc: Myers, Eddie; Bernardo, Debbie
Subject: Emergency Purchase on McCall Ave.

Since two houses flooded on Collins and McCall Streets a few weeks ago, we have been working to uncover the root problems in the Irene Chapel neighborhood and design a permanent solution. The engineering design to solve the problem includes two steps:

§ Replace the collapsed 24" corrugated plastic pipe along McCall St. from Collins St. to Dixie Pine Rd. (magenta line below) with 36" concrete pipe

§ Install a system of box culverts and channels running parallel to Collins St. (green lines below)

The installation of the 36" pipe needs to happen as soon as possible to prevent another house flood in the event of another large rain episode. The project is too large to two-quote (>$50k) and going through a bidding process would take too long (3-4 months to complete). The term bid contractor is currently backed up on other emergency sewer, water, and drainage projects and we can't afford to tie him up for a month on this one project.

We received quotes from six contractors on Friday of last week, and the low quote I would like to submit as an added agenda item tonight for emergency purchase is from Myers Underground Utilities, LLC for $200,030. If approved, he will start the work this week and have 30 days to complete the project. We couldn't add the agenda item last week because the quotes had not come in yet.

We are working on finishing the design plans for the second phase of the project to be able to bid it out.

Please call or email if you have any questions.

Thank you,

Bert

Bertran Kuyrkendall, PE, CNU-A, LEED Green Associate

Director of Engineering, City of Hattiesburg

P.O. Box 1898 |Hattiesburg, MS 39403-1898 |601-545-4640

bkuyrkendall@hattiesburgms.com |www.hattiesburgms.com <http://www.hattiesburgms.com/>

"...the built envrionment is the embodiment of what we love,

our imagination, and our will. It is what we value and reflects

what and whom we care about."

We propose to furnish and install approximately 1300 LF of pipe, inlets and drains as so noted and detailed on plans prepared by SD & W engineers. All work to be completed for $200,030.00.

CONSTRUCTION PLANS

FOR

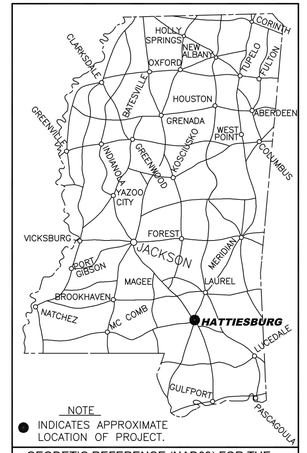
PHASE I
DRAINAGE REHABILITATION

ALONG

McCALL STREET

FOR THE

CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI



GEODETIC REFERENCE (NAD83) FOR THE APPROXIMATE MIDDLE OF THE PROJECT:
LATITUDE: N 31°17'39.0"
LONGITUDE: W 89°17'03.5"

SEE SHEET No. 2 FOR DETAIL SHEET INDEX

MAYOR

Johnny DuPree, Ph. D.

COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

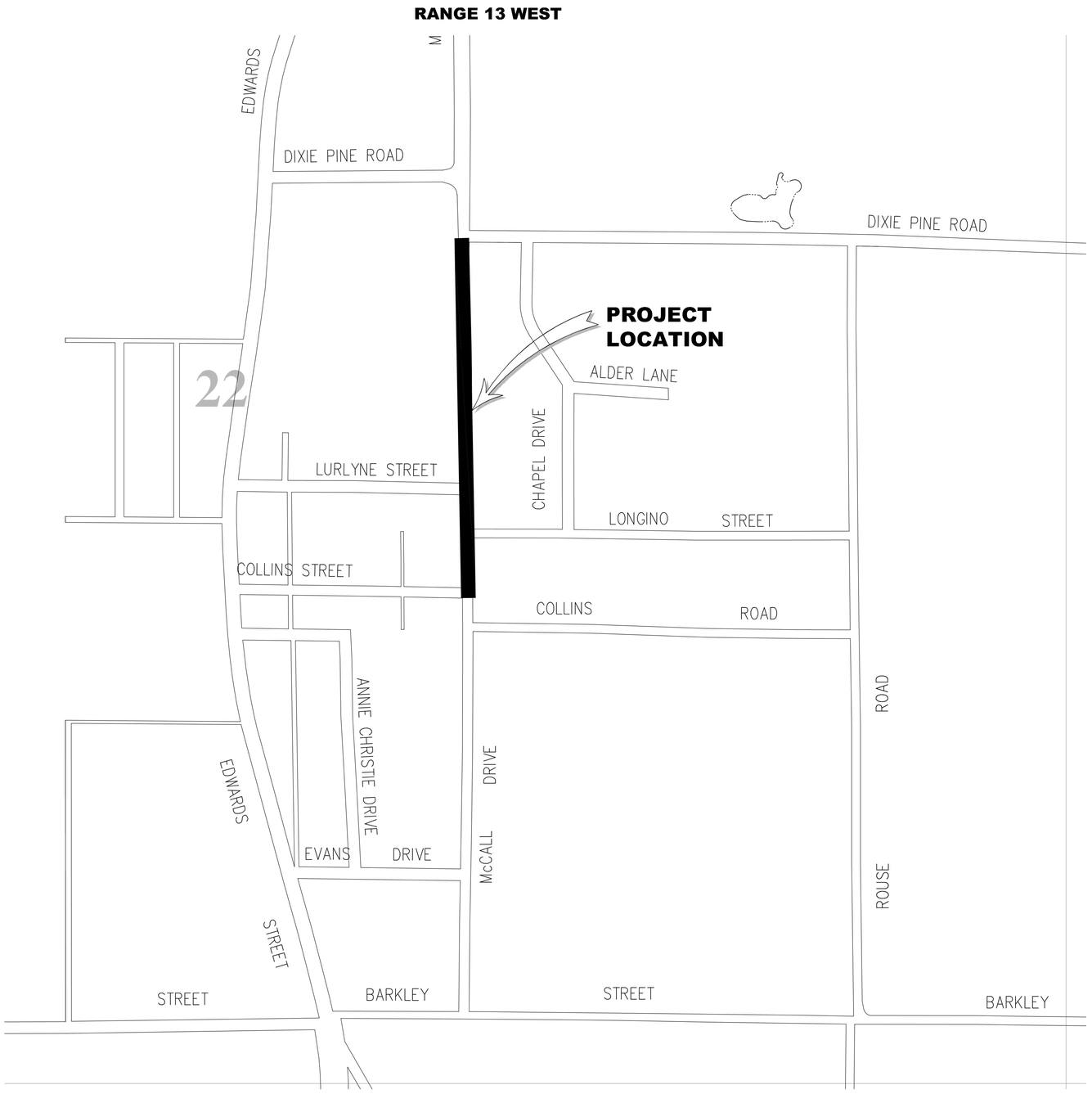
Bert Kuyrkendall, P.E.

PREPARED BY:

sdw Engineering Progress
301 Second Ave. |
Hattiesburg, MS 39401 |
sd-w.com |
(p) 601.544.1821 |
(f) 601.544.0501 |

JUNE 2013

G:\PROJECTS\Hattiesburg_City of\1235-063 - Irene Chapel Drainage\1235-063\dwg\1235-063 Cover and notes.dwg, 1, 6/26/2013 8:57:07 AM



VICINITY MAP

GENERAL NOTES:

1. THE CONTRACTOR SHALL KEEP A SET OF BLUELINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
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 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)
13. NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO INLET SHALL BE SET IN THE PRESENCE OF WATER.
14. WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
15. ALL TRENCHES IN PAVED AREAS SHALL BE REPAIRED 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 LIMESTONE 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.
16. 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.
17. 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.
18. THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF EXISTING DRAINAGE PIPES AND INLETS, AS NOTED ON THE PLAN SHEETS. THE CONTRACTOR SHALL DISPOSE OF SAID MATERIAL AT AN APPROVED DISPOSAL SITE. REMOVAL AND DISPOSAL OF EXISTING PIPE AND INLETS SHALL BE ABSORBED UNDER THE PIPE LAYING OPERATION. (NO SEPARATE PAY)
20. MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
21. ALL DRAINAGE PIPE SHALL BE:
    - 21.1. REINFORCED CONCRETE PIPE, CLASS III
22. DRAINAGE PIPE SHALL BE INSTALLED PER ACPA INSTALLATION TYPE 3, WITH A MINIMUM OF CATEGORY III HAUNCH AND BEDDING MATERIAL (PER ASTM C 1479), COMPACTED TO 95% OF STANDARD PROCTOR..
23. ALL DRAINAGE INLETS SHALL BE:
    - 23.1. HS-20 RATED PRECAST CONCRETE DRAINAGE STRUCTURES, OR
    - 23.2. APPROVED EQUAL
24. DRAINAGE INLETS SHALL BE INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS.
25. GRATES AND FRAMES REQUIRED FOR DRAINAGE INLETS SHALL BE HS-25, BEEHIVE STYLE, TRAFFIC RATED, CAST IRON, OF THE SIZE SHOWN ON THE PLAN SHEETS. GRATES ARE TO BE LOCKED INTO THE FRAMES.
26. ALL PIPE JOINTS ARE TO BE WRAPPED IN TYPE V GEOTEXTILE FABRIC, 24" WIDTH. ALL PICKUP HOLES ARE TO BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC TO THE SATISFACTION OF THE ENGINEER. (NOT A SEPARATE PAY ITEM)
27. CONTRACTOR SHALL REMOVE EXISTING PAVEMENTS, STRUCTURES SOIL AND OTHER ITEMS AS INDICATED ON THE PLAN AS AS REQUIRED FOR PROJECT CONSTRUCTION, AND ALL SUCH MATERIALS SHALL BE DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.
28. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING STRUCTURES, PAVEMENTS, OR ANY OTHER SITE COMPONENTS NOT DESIGNATED FOR DEMOLITION AND REMOVAL. ANY SUCH ITEMS DAMAGED SHALL BE REPAIRED SOLELY AT THE CONTRACTOR'S EXPENSE.
29. ALL EXISTING AND PROPOSED DRAINAGE STRUCTURES INSIDE THE DESIGNATED CONSTRUCTION AREAS SHALL BE CLEANED OF ALL FOREIGN MATTER, INCLUDING SILT, PRIOR TO COMPLETION OF THE PROJECT.
30. ALL EXCAVATED TRENCHES UNDER PAVEMENTS SHALL BE BACKFILLED WITH SELECT FILL AND COMPACTED IN 9" LIFTS TO 98% OF THE STANDARD PROCTOR DENSITY.
31. 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.
32. THIS PROJECT WILL BE CONSTRUCTED USING THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2004 EDITION, OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES, VICINITY MAP AND INDEX
3	McCALL ST. DRAINAGE, STA. 14+00 - 20+50
4	McCALL ST. DRAINAGE, STA. 20+50 - 27+00
5	EROSION CONTROL DETAILS
250	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
300	PIPE CULVERT INSTALLATION

NORTH

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

NO.	DATE	DESCRIPTION	BY

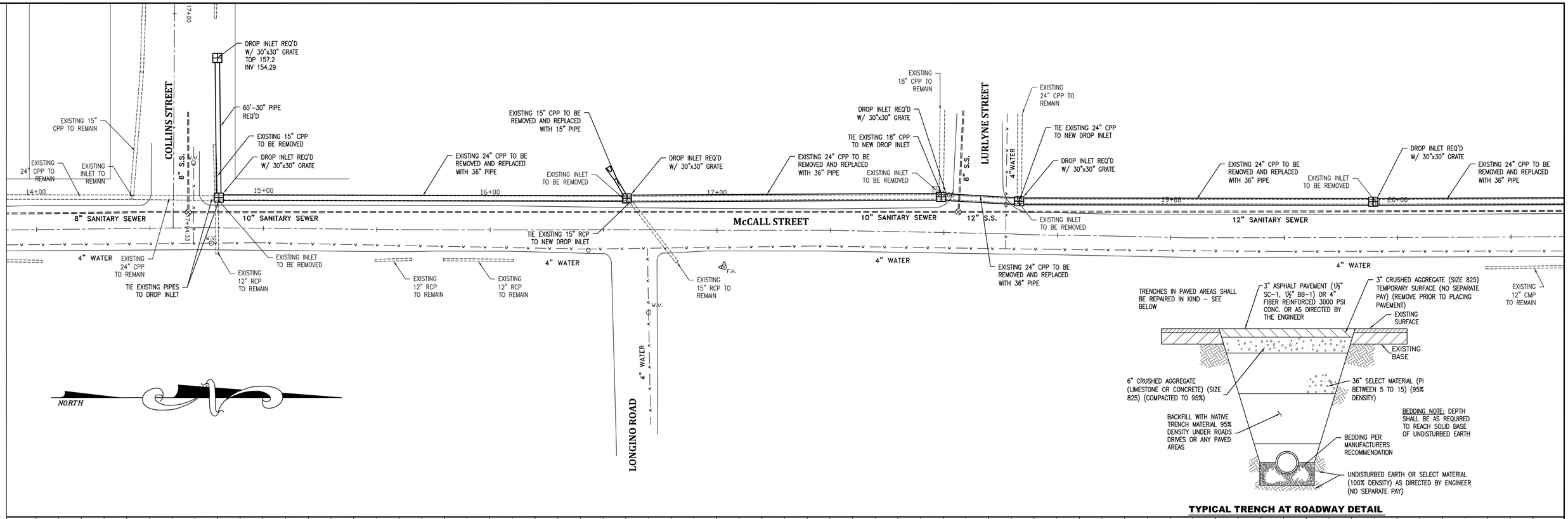
GENERAL NOTES

McCALL ST. DRAINAGE
CITY OF HATTIESBURG
FORREST COUNTY, MS

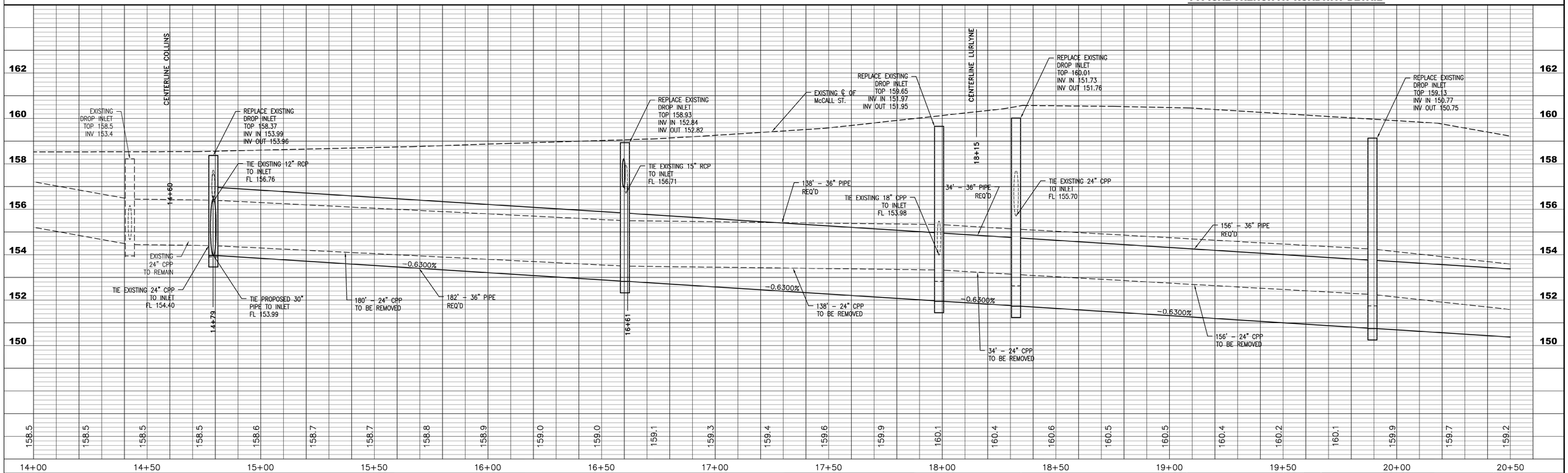
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Date: 6-14-13	Scale: AS NOTED
Drawing No.: 1235-063	Sheet No. 2

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TYPICAL TRENCH AT ROADWAY DETAIL



McCALL ST. DRAINAGE
STA. 14+00 – 20+50

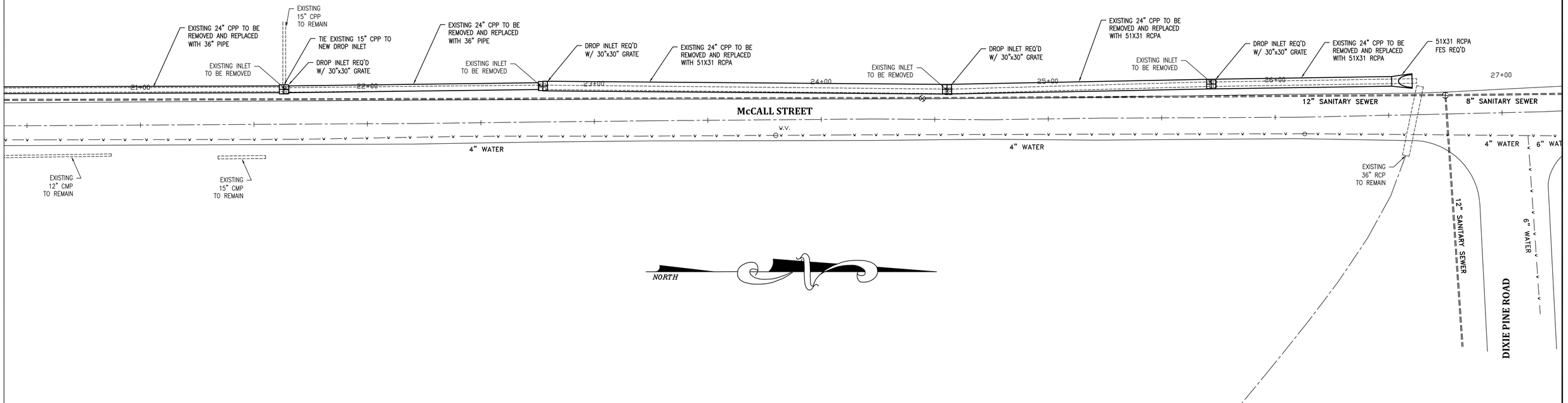
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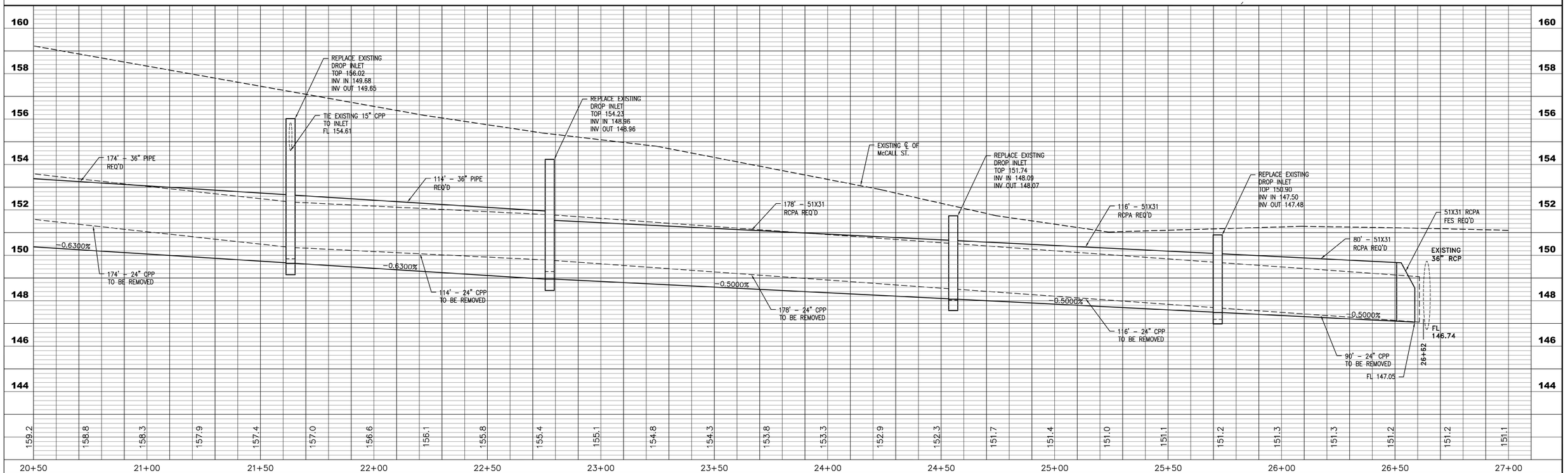
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DATE: 6-14-13
CHECKED BY: NMC
SCALE: 1"=20'H / 1"=2'V

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DRAWING NO. 1235-063
SHEET 3

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McCALL ST. DRAINAGE
STA. 20+50 – 27+00

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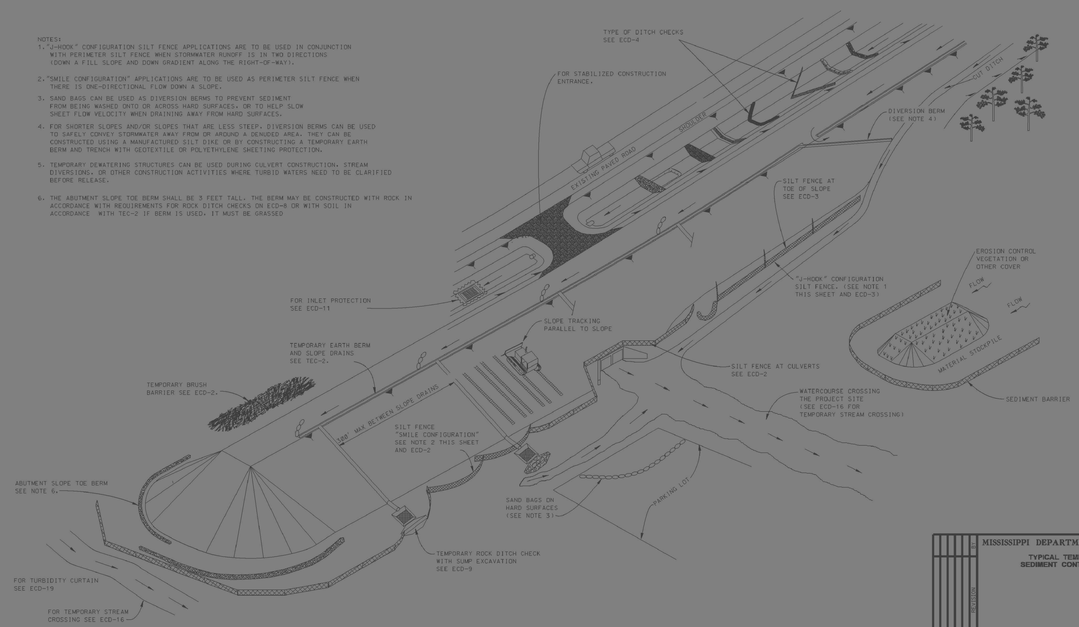
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NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2. IF BERM IS USED, IT MUST BE GRASSED



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS

REVISIONS

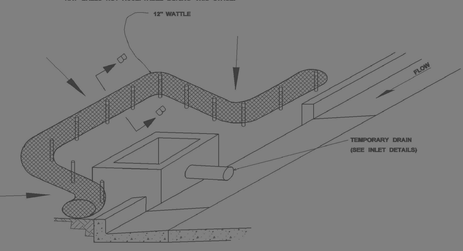
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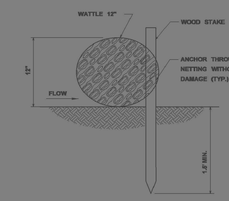
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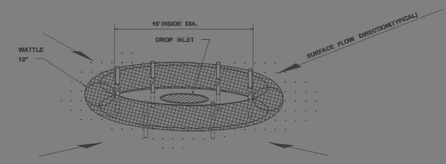
NOTE:
SILT FENCE OR SAND BAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET

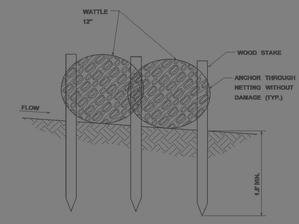


SECTION B-B



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

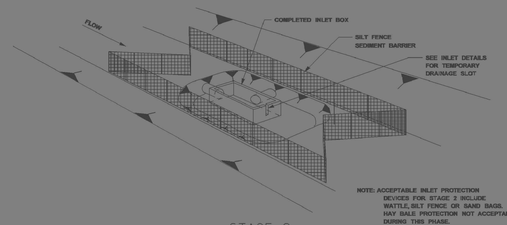
REVISIONS

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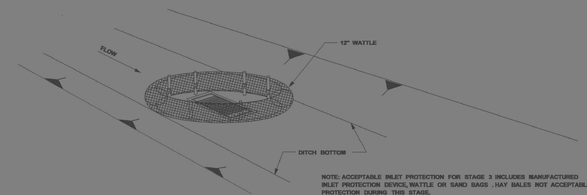
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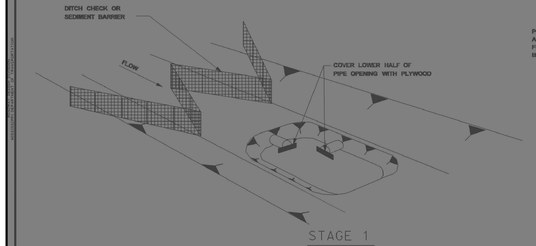
NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SAND BAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.

STAGE 2
INLET/JUNCTION BOX CONSTRUCTED BUT NOT BACKFILLED

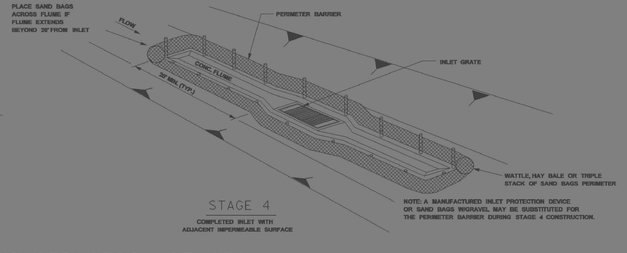


NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED INLET PROTECTION DEVICE, WATTLE OR SAND BAGS , HAY BALES NOT ACCEPTABLE PROTECTION DURING THIS STAGE.

STAGE 3
INLET CONSTRUCTED AND BACKFILLED



STAGE 1
INLET/JUNCTION BOX LOCATION EXCAVATED



NOTE: A MANUFACTURED INLET PROTECTION DEVICE OR SAND BAGS W/GRAVEL MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

STAGE 4
COMPLETED INLET WITH ADJACENT IMPERMEABLE SURFACE

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS

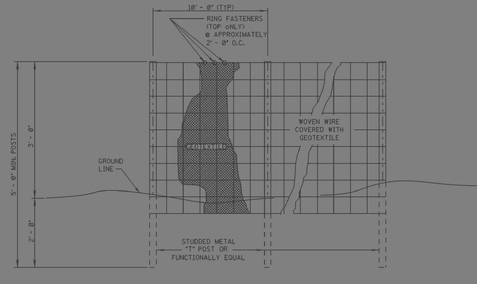
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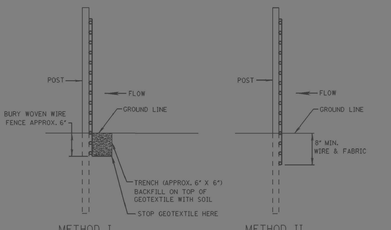
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ELEVATION VIEW

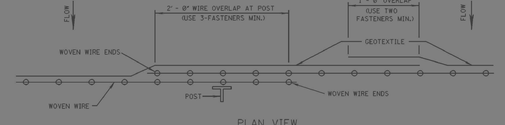


METHOD I

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 MANUFACTURERED 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

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EROSION CONTROL DETAILS

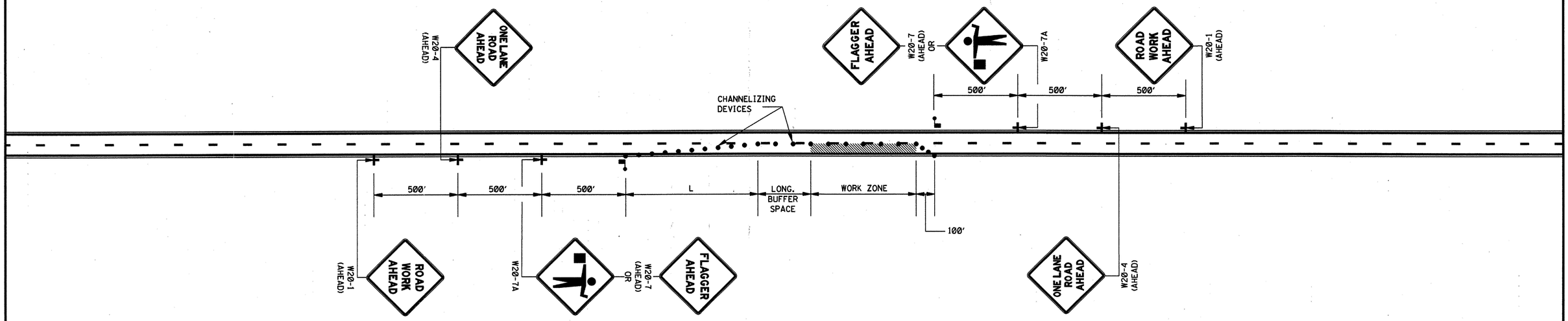
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STATE	PROJECT NO.
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LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† 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" × 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.

REVISION	BY	DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

TRAFFIC CONTROL PLAN WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

ENGLISH

WORKING NUMBER: TCP-1

SHEET NUMBER: 250

ISSUE DATE: OCTOBER 1, 1998

DRAWING No.: 1235-063

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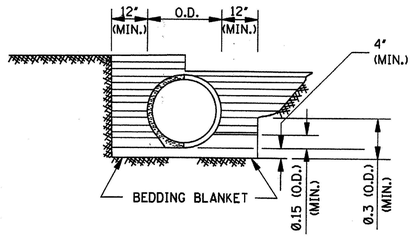
STATE	PROJECT NO.
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CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING

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
		2⅔" X ½" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL		3" X 1" OR 5" X 1" CORRUGATED STEEL RIVETED, WELDED, HELICAL OR BOLTED /		2⅔" X ½" 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' / -

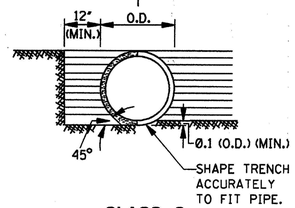
NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR ½", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

TRENCH SECTION | EMBANKMENT SECTION

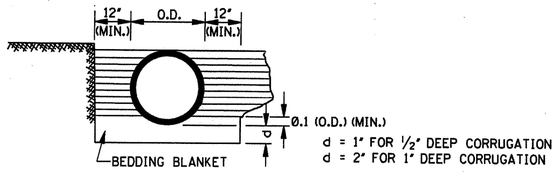


CLASS B

TRENCH SECTION | EMBANKMENT SECTION



CLASS C



CLASS C MODIFIED

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE

CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft) CLASS "C" BEDDING	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" TRENCH B_d (In)	TRENCH SAND & GRAVEL	TRENCH DAMP CLAY	PROJECTING POSITIVE $p = 0.7$; $R_{sd} = 0.7$
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'

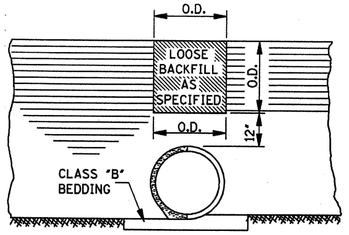
NOTES:
* 1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
5. PERFORATED PIPE SHALL BE TYPE 1.

CORRUGATED METAL PIPE ARCHES H-20 LOADING

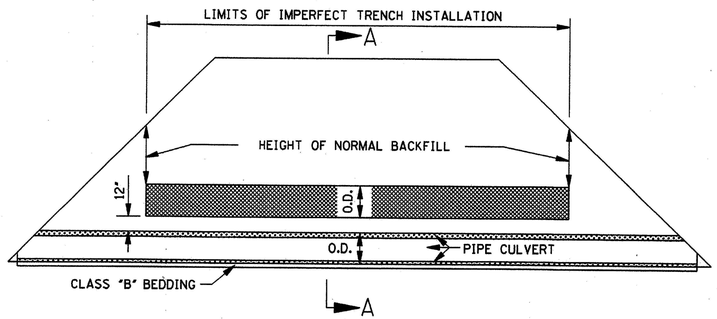
EQUIV. DIAMETER (In)	PIPE DIMENSION (SPAN X RISE) (In)	MINIMUM CORNER RADIUS (In)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft² (In)	STEEL MINIMUM THICKNESS REQUIRED (In)	STEEL MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²) 2 tons/ft²	STEEL † 3 tons/ft²	ALUMINUM MINIMUM THICKNESS REQUIRED (In)	ALUMINUM MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) 2 tons/ft²	ALUMINUM † 3 tons/ft²
				2⅔" X ½" CORRUGATION RIVETED, WELDED OR HELICAL			2⅔" X ½" CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3½"	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
				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 ½", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

† 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



SECTION A–A



ELEVATION

IMPERFECT TRENCH INSTALLATION

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.

BY | REVISION | DATE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

PIPE CULVERT INSTALLATION

ENGLISH

WORKING NUMBER PI-1

ISSUE DATE: OCTOBER 1, 1998

SHEET NUMBER 300

DRAWING No.: 1235-063

G:\PROJECTS\Hattiesburg_City of\1235-063 - Irene Chapel Drainage\1235-063dwg\1235-063 Details.dwg, 300, 6/14/2013 3:41:56 PM

City of Hattiesburg, MS

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

Meeting Agenda

Tuesday, July 2, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

VI.-15 2013-0403

Declare the repairs of the drainage pipe on McCall Street in the Irene Chapel neighborhood as an emergency; approve and authorize the Mayor to execute a contract with Myers Underground Utilities, LLC in the amount of $200,030.00 (subject to any necessary change orders), as authorized by Mississippi Code Section 31-7-13(k).

Attachments: Emergency Purchase on McCall Ave.
Irene ChapelMcall Drive Storm Repair-Myers Underground
IRENE CHAPEL DRAINAGE PIPE 2013

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, July 2, 2013

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item VI.-16 at the request of the Administration as follows:

VI.-16 2013-52 Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2013 Mississippi Municipal League election.

Attachments: Resolution designating MML voting delegates 2013

executed Resolution designating MML voting delegates 2013 RES2013-51

City of Hattiesburg, MS

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

Master

File Number: 2013-52

File ID: 2013-52 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

File Created: 07/02/2013

Brief Title: Resolution designating the City of Hattiesburg voting delegates for voting in the 2013 Mississippi Municipal League election

Final Action: 07/02/2013

Minute Book Number: MB2013-192

Title:

Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2013 Mississippi Municipal League election.

Notes:

Sponsors: **Enactment Date:**

Attachments: Resolution designating MML voting delegates 2013, executed Resolution designating MML voting delegates 2013 RES2013-51

Enactment Number:

Contact: **Meeting Date:** 07/02/2013

Drafter: **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	07/02/2013					
1	City Council	07/02/2013	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2013 Mississippi Municipal League election.

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

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

Nays: 0

Yea:	5	President Bradley Council Member Delgado Council Member Carroll Council Member Naylor Council Member Dryden
ΓEL-No Vote:	0	

Text of Legislative File 2013-52

Title

Adopt a Resolution designating the City of Hattiesburg voting delegates for voting in the 2013 Mississippi Municipal League election.

Summary

Resolution designating the City of Hattiesburg voting delegates for voting in the 2013 Mississippi Municipal League election

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2013 VOTING DELEGATES
FOR THE CITY OF HATTIESBURG

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

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

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2013 Mississippi Municipal League election to be held at the annual convention on July 15 - 18, 2013 are as follows:

Voting Delegate: Johnny L. DuPree, Mayor
First Alternate: Kim Bradley, City Council member, Ward 1
Second Alternate: Henry Naylor, City Council member, Ward 5

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of July, 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of July, 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

RESOLUTION

**RESOLUTION APPOINTING
MISSISSIPPI MUNICIPAL LEAGUE
2013 VOTING DELEGATES
FOR THE CITY OF HATTIESBURG**

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

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First Alternate: Kim Bradley, City Council member, Ward 1
Second Alternate: Henry Naylor, City Council member, Ward 5

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of July, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of July, 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR