

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, March 20, 2012

4:30 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****V. PRESENTATION AGENDA****VI. POLICY AGENDA****VI.-1 2012-0601**

Approve or Deny the ordinance for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows:

- Amend Article 1, Section 5 to add Definition
Psychic/Fortune-Telling Business or Psychic Reading/Spiritual
Advisor Business;
- Amend Article 4, Section 60.03 (8) to allow
Psychic/Fortune-Telling Business or Psychic Reading/Spiritual
Advisor Business as a Use Permit on Review; and
- Amend Article 4, Section 62.02 (69) to allow
Psychic/Fortune-Telling Business or Psychic Reading/Spiritual
Advisor Business as a permitted Use;

Hattiesburg Planning Commission recommended to APPROVE on March 7, 2012.

Attachments: Planning Commission minutes
 item d, ordinance
 executed ordinance 3086

VI.-2 2012-0623

Approve or Deny the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 21870, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Attachments: item f packet
 mins f revised
 thirsty hippo - MOU - draft

VI.-3 2012-0624

Approve or Deny the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.

Attachments: Brown Bottling mins
 item a

VI.-4 2012-0625

Approve or Deny the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to allow a Use Permit Upon Review for a "Billboard-Digital New" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.

Attachments: Brown Bottling mins
 item b

VI.-5 2012-0606

Adopt the March 20, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012; establish a new fund to record TIF debt service; establish a new fund to record revenue bond proceeds; and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: March 2012 Budget Amendments
 executed March 2012 Budget Amendments Res 2012-16

VI.-6 2012-0023

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

Attachments:

Adopt Resolutions Memo
March 19 2012 Public Hearing Dismissal
140 Chambliss Dr. (Resolution 1) dismissed
Tatum Rd.167B-5400-001-114 (Resolution 2) dismissed
1925 Fowler St. (Resolution 3) dismissed
1210 Scott St. (Resolution 4)
executed 1210 Scott Street (Resolution 4)
912A Dabbs St. (Resolution 5)
executed 912 A Dabbs Street (Resolution 5)
99 Currie St. (Resolution 6)
executed 99 Currie Street (Resolution 6)
509 Timothy Ln. (Resolution 7)
executed 509 Timothy Lane (Resolution 7)
351 Emerson Dr. (Resolution 8)
executed 351 Emerson Drive (Resolution 8)
604 Ronie St. (Resolution 9)
executed 604 Ronie Street (Resolution 9)
405 Ronie St. (Resolution 10)
executed 405 Ronie Street (Resolution 10)
1702 Camp St. (Resolution 11)
executed 1702 Camp Street (Resolution 11)
302 Willis Ave. (Resolution 12)
executed 302 Willils Avenue (Resolution 12)
105 Harrell St. (Resolution 13)
executed 105 Harrell Street (Resolution 13)
S. Hattiesburg Ave.167B-5870-7-598 (Resolution 14)
executed S. Hattiesburg Avenue (Resolution 14)
17 Collins St. (Resolution 15)
executed 17 Collins Street (Resolution 15)
205 Edna St. (Resolution 16)
executed 205 Edna Street (Resolution 16)

VI.-7 2012-0584

ACKNOWLEDGE receipt of proposal for professional planning consultant services to
"Update the Land Development Code and Official Zoning Map (Project A),
and also
three Commercial Corridor Revitalization Plans (Project B)"; ACCEPT and
AUTHORIZE
the Mayor to execute in duplicate a Professional Service Agreement
between the City of
Hattiesburg, and Bob Barber, FAICP, Orion Planning Group, Hernando,
MS, in an amount not
to exceed \$148, 620.

Attachments: Cover Memo to Council 3-12-12
SERVICE AGREEMENT2-26-12 -Hattiesburg
Hattiesburg LDC Update Proposal-

VI.-8 2012-0024

Authorize Mayor to execute an Authority to cancel the
Condemnation Resolution and Adjudication Resolution for property
located at 411 South 11th Avenue

Attachments: MEMO
RESOLUTION
Executed recorded Kyler resolution 2012-30

VI.-9 2012-0590

Authorize the Mayor to execute/renew ESRI User License
Agreement in connection with maintenance of the City's GIS
system for an amount not to exceed \$5,850.

Attachments: ESRI User License Agreement
ESRI GIS System

VI.-10 2012-0591

Authorize Mayor to execute letter to Mississippi Department of
Transportation requesting activation of the Landscape and
Pedestrian Improvements for 34th Avenue Project.

Attachments: 34th Ave sidewalk project

VI.-11 2012-0611

Approve change order and Authorize Mayor to execute Supplemental Agreement No. 1 with The Creel Company, Inc. for the James Street Water Plant Rehabilitation Phase II project in the amount of \$19,854.00 (075695.7245.02).

Attachments: Supplemental Agreement 1
Executed Agree#1James St

VI.-12 **2012-0620**

Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance after expiration of 1 year warranty.

Attachments: The Ridge Subdivision Final Plat
The Ridge @ TC ROW markers letter

VI.-13 2012-0596

Recind order found at minute book and page 2011-6/144 and Authorize the Mayor to execute duplicate original agreements with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway (MDOT Project Number STPD-8776-00(004)

Attachments: FinalAgrmt
Thompson Eng.Western Beltway

VI.-14 2012-0618

Approve the use of the attached maps by the Hattiesburg Historic Downtown Association as an approved area in which to seek eligible commercial rehabilitation projects in conjunction with the CDBG agreement established at MB2011-6/35-44. {Entitlement}

Attachments: Map of HHDA Commercial Rehab Corridor Areas
HHDA Commercial Rehabs KatieDabbs

VI.-15 2012-0619

Adopt an order certifying: Breakthrough Community Services, Inc., Community Connections, Inc., Housing Alternatives, Inc. and Pinebelt Community Services, Inc. as Community Housing Development Organizations (CHDOs) for the City of Hattiesburg's Home Program in accordance with 24 CFR 92.2. {Entitlement}

Attachments: Breakthrough Community Services - CERTIFICATE OF DESIGNATION
Community Connections - CERTIFICATE OF DESIGNATION
Housing Alternatives in Hattiesburg - CERTIFICATE OF DESIGNATION
Pinebelt Community Services - CERTIFICATE OF DESIGNATION
Executed documents.all

VII. ROUTINE AGENDA**VII.-1** 2012-0594

Authorize Mayor to renew maintenance contract between the City of Hattiesburg and Owens Business Machines for maintenance on a copier located in Tax Department not to exceed \$ 390.00.

Attachments: Maint. contract Owens

VII.-2 2012-0598

Authorize Mayor to Renew Contract between City of Hattiesburg and Computer Concepts of MS, LLC for renewal of Symantec software at a total cost of \$6,500.00.

Attachments: 03-20-Computer Concepts

VII.-3 2012-0629

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems (Police & Fire Disability & Relief, P&F D&R) received on February 29, 2012.

Attachments: P & F D & R - Executive Summary
P & F D & R - Report on Annual Valuation
P & F D & R - Valuation Results

VII.-4 2012-0622

Acknowledge receipt of an Avigation and Hazard Easement over and to the real property recorded as Parcel 2-042J-36-006.00 in the Forrest County Land Records, Deed Book 914, Page 665, from HPC Properties, LLC., terminating five (5) years from the date of execution, and authorize payment for same.

Attachments: Legal for Clear Site
 Survey For Clear Site

VII.-5 2012-0592

Acknowledge receipt of Warranty Deed from James R. Wilson for a portion of Parcel No. 2-028J-08-010.00 for a right of way, and a temporary construction easement, for the Fourth Street Expansion Project No. HPP-8750-00(003); Authorize manual check for same.

Attachments: Parcel 2-028J-08-010.00-James R Wilson

VII.-6 2012-0593

Acknowledge the FCA Shield donated by Diamondback Tactical valued at \$1,850.00 and authorize the item to be placed on the Hattiesburg Police Department's inventory list.

VII.-7 2012-0631

Adopt an order finding that the bid received on February 16, 2012 for One (1) New 2012 Sports Utility Vehicle for the Construction Division and accepted March 6, 2012, did substantially meet the City's advertised specifications.

Attachments: MEMO.Bids substantially meets specifications
 SUV Bids

VII.-8 2012-0615

Acknowledge bids received March 8, 2012 for One (1) New 2012 Truck with Service Body for the Sewer Division and accept the bid from Turan-Foley at a total cost of \$36,089.00 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 03-20-Sewer Service Body Truck.pdf

VII.-9 2012-0614

Acknowledge bids received March 8, 2012 for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Water Department and Accept the bid from Estabrook Motor Co at a total cost of \$24,482.00 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 03-20-Water Truck.pdf

VII.-10 2012-0607

Acknowledge receipt of bids received on February 16, 2012 for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pick Up Truck for the Traffic Division and Accept the bid from McMullan Motors at a total cost of \$22,763.00 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 03-20-Traffic Pickup.pdf

VII.-11 2012-0597

Acknowledge receipt of bids received on February 16, 2012 for One (1) New 2012 3/4 Ton Pickup Truck for the Construction Division and accept the bid from Country Ford at a total cost of \$19,401.04 as the lowest and best bid received that meets the City's advertised specifications.

Attachments: 03-20-Construction Pickup.pdf

VII.-12 2012-0632

Acknowledge receipt of bids on January 19, 2012 and approve bid from Midsouth Elevator, for modernization of elevator of the Pine Street Parking Garage.

Attachments: Midsouth Elevator
 Otis Elevator

VII.-13 2012-0616

Acknowledge bids received February 16, 2012 and February 23, 2012 for Various Term Bid Items for the Water Department and accept the bids as per recommendation as being the lowest and best or only bids received that meet the City's advertised specifications.

Attachments: 03-20-Water Term Bids.pdf

VII.-14 2012-0599

Acknowledge Receipt of Bids received on March 8, 2012 for Term Bid Item #26 - Sanitary Sewer Line and Storm Sewer Repair or Replacement and New Installation as Provided Herein for the Public Services Department and award the bid as per recommendation as the only bid received.

Attachments: 03-20-PS Term Bid #26.pdf

VII.-15 2012-0613

Acknowledge bid received February 16, 2012 for Public Services Term Bid Item #29-Rehabilitation of Manhole Interior Surfacing Systems from Slaughter Construction and Reject the bid because it does not meet the City's advertised specifications.

Attachments: 03-20-PS Term Bid #29 Reject.pdf

VII.-16 2012-0609

Authorize Advertisement for Bids for the Runway 31 Drainage & Safety Area Improvements project (AIP No. 3-28-0031-0019-2012).

Attachments: Airport Drainage & Safety Area Plans
 Advertisement for Bidders

VII.-17 2012-0595

Acknowledge receipt of Privilege License Report for the month of February, 2012, from the Tax Department, as per recommendation.

Attachments: Privilege License Report for Feb. 2012

VII.-18 2012-0604

Acknowledge receipt of Proof of Publications for the month of February, 2012.

Attachments: Proof of Pub for Feb. 2012

VII.-19 2012-0610

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

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

VII.-20 2012-0612

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

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

VII.-21 2012-0605

Approve Claims Docket for the period ending March 16, 2012.

Attachments: DOCKET 3.16.12
 ADDENDUM 3.20.2012



City of Hattiesburg, MS

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

Master

File Number: 2012-0601

File ID: 2012-0601

Type: Ordinance

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Final Action: 03/20/2012

Brief Title: Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business - LDC Text Amendment

Minute Book Number: MB2012-1/79-80

Title:

Approve or Deny the ordinance for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows:

- Amend Article 1, Section 5 to add Definition Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business;
 - Amend Article 4, Section 60.03 (8) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a Use Permit on Review; and
 - Amend Article 4, Section 62.02 (69) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a permitted Use;
- Hattiesburg Planning Commission recommended to APPROVE on March 7, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Planning Commission minutes, item d, ordinance, executed ordinance 3086

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approve				Pass

Action Text: A MOTION was made by Council member Ware and seconded by Council member Delgado to Approve the ordinance (Number 3086) for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows:

- Amend Article 1, Section 5 to add Definition Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business;
- Amend Article 4, Section 60.03 (8) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a Use Permit on Review; and
- Amend Article 4, Section 62.02 (69) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a permitted Use;

Hattiesburg Planning Commission recommended to APPROVE on March 7, 2012.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-0601

Title

Approve or Deny the ordinance for the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows:

- Amend Article 1, Section 5 to add Definition Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business;
- Amend Article 4, Section 60.03 (8) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a Use Permit on Review; and
- Amend Article 4, Section 62.02 (69) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a permitted Use;

Hattiesburg Planning Commission recommended to APPROVE on March 7, 2012.

Summary

Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business - LDC Text
Amendment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

March 7, 2012

The Hattiesburg Planning Commission did meet in a regular session on March 7, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Annie Pope

Commissioners Absent: Jessie Wilson
Don McCleskey
Judy Corts

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation: Silent Prayer for Weather victims

AGENDA REVIEW

There came the matter of the Agenda for the March 7, 2012 meeting. The agenda was approved as amended to remove Item C (The matter of the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to vary from Article 5, Section 89.03, which states that parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow crushed limestone surface parking, for certain, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (business Parcel 35-636-9-2, PPIN 21870, Ward 4)) which was withdrawn by applicant. (Exhibit A)

Motion made by: Linda McMurtrey

Motion seconded by: Joseph White

Commissioners voting aye: Robin Roberts
Marjorie Chambers
Joseph White
Linda McMurtrey
Annie Pope

Commissioners voting nay: None

There came the matter of Item D, the petition filed by the City of Hattiesburg, to amend the Land Development Code as follows:

1. Amend Article 1, Section 5 to add Definition Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business;
2. Amend Article 4, Section 60.03 (8) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a Use Permit on Review; and
3. Amend Article 4, Section 62.02 (69) to allow Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business as a permitted Use.

	Name	Address	City/State
<u>Presented by:</u>	Lisa Reid	Staff	
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman Conville declared the Public Hearing closed at 1:50 p.m. and the Business Meeting open to vote on the request.

A motion was made to vote on Item D.

Motion made by: Joseph White

Motion seconded by: Annie Pope

Commissioners voting aye: Robin Roberts
Joseph White
Linda McMurtrey
Marjorie Chambers
Annie Pope

Commissioners voting nay: None

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner Roberts stated on his ballot: Under court order

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

PLANNING COMMISSION**March 7, 2012****ITEM D****PETITIONER:**

City of Hattiesburg

**PREVIOUS PLANNING COMMISSION OR BOA
ACTION ON SURROUNDING PROPERTY:**

N/A

REQUEST: AMEND THE LAND DEVELOPMENT
CODE TO ALLOW FOR PSYCHIC/FORTUNE-
TELLING BUSINESS OR PSYCHIC READING
BUSINESS**SITE PLAN REVIEW COMMITTEE ACTION:**

None

TO AMEND**ARTICLE 1, SECTION 5, TO ADD A DEFINITION FOR****"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS " AS**

SECTION 5.138.1 Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business – pertaining to predictions, opinions or interpretations of the past, present, and future based on intuitive or mental powers or supernatural influences and not statistical or otherwise empirical evidence. Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business do not include advice or forecasting based on historical trends or given during licensed medical care."

TO AMEND**ARTICLE 4, SECTION 60.03 (8) FROM "RESERVED" TO HEREINAFTER READ**

**"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A USE PERMITTED UPON REVIEW**

AND**TO AMEND****ARTICLE 4, SECTION 62.02 (69) FROM "RESERVED" TO HEREINAFTER READ**

**"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A PERMITTED USE**

(see attached draft ordinance)

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 NUMBER 2330, AS AMENDED,
TO AMEND ARTICLE 1, SECTION 5, TO ADD A DEFINITION FOR "PSYCHIC/FORTUNE-TELLING
BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS" AS SECTION 5.138.1;
TO AMEND ARTICLE 4, SECTION 60.03 (8) FROM "RESERVED" TO HEREINAFTER READ
"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A USE PERMITTED UPON REVIEW; AND
TO AMEND ARTICLE 4, SECTION 62.02 (69) FROM "RESERVED" TO HEREINAFTER READ
"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A PERMITTED USE
FOR THE CITY OF HATTIESBURG**

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

SECTION 1. That Article 1, Section 5 of the Land Development Code, Ordinance Number 2330, adopted December 5, 1989, be and the same is hereby amended to add the following section and definition:

"5.138.1 Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business – pertaining to predictions, opinions or interpretations of the past, present, and future based on intuitive or mental powers or supernatural influences and not statistical or otherwise empirical evidence. Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business do not include advice or forecasting based on historical trends or given during licensed medical care."

SECTION 2. That the Comprehensive Zoning Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 60, B-3, Community Business District,

specifically Section 60.03 (8) "Reserved", be and the same is hereby changed and amended to add "Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business," as a Use Permit Upon Review, and to hereinafter read as follows:

"60.03 (8). Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business

SECTION 3. That the Comprehensive Zoning Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 62, B-5, Regional Business District, specifically Section 62.02 (69) "Reserved", be and the same is hereby changed and amended to add "Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business," as a Permitted Use, and to hereinafter read as follows:

"62.02 (69). Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business

SECTION 4. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance Number 2330, adopted December 5, 1989, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 5. 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 Councilmember _____, seconded by Councilmember _____ 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., 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to amend the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, as follows:

Amend Article 1, Section 5 to add Definition and
Amend Article 4, Sections 60.03 (8) and 62.02 (69) to provide for
Psychic/Fortune-Telling Business or Psychic Reading Business

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Saturday, February 18, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3086

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING ORDINANCE NUMBER 2330, AS AMENDED,
TO AMEND ARTICLE 1, SECTION 5, TO ADD A DEFINITION FOR "PSYCHIC/FORTUNE-TELLING
BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS" AS SECTION 5.138.1;
TO AMEND ARTICLE 4, SECTION 60.03 (8) FROM "RESERVED" TO HEREINAFTER READ
"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A USE PERMITTED UPON REVIEW; AND
TO AMEND ARTICLE 4, SECTION 62.02 (69) FROM "RESERVED" TO HEREINAFTER READ
"PSYCHIC/FORTUNE-TELLING BUSINESS OR PSYCHIC READING/SPIRITUAL ADVISOR BUSINESS"
AS A PERMITTED USE
FOR THE CITY OF HATTIESBURG

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

SECTION 1. That Article 1, Section 5 of the Land Development Code, Ordinance Number
2330, adopted December 5, 1989, be and the same is hereby amended to add the following
section and definition:

**"5.138.1 Psychic/Fortune-Telling Business or Psychic Reading/Spiritual
Advisor Business** – pertaining to predictions, opinions or interpretations of the
past, present, and future based on intuitive or mental powers or supernatural
influences and not statistical or otherwise empirical evidence. Psychic/Fortune-
Telling Business or Psychic Reading/Spiritual Advisor Business do not include
advice or forecasting based on historical trends or given during licensed medical
care."

SECTION 2. That the Comprehensive Zoning Ordinance Number 2330, as amended, of
the City of Hattiesburg, Mississippi, Article 4, Section 60, B-3, Community Business District,

specifically Section 60.03 (8) "Reserved", be and the same is hereby changed and amended to add "Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business," as a Use Permit Upon Review, and to hereinafter read as follows:

"60.03 (8). Psychic/Fortune-Telling Business or Psychic Reading/Spiritual
Advisor Business

SECTION 3. That the Comprehensive Zoning Ordinance Number 2330, as amended, of the City of Hattiesburg, Mississippi, Article 4, Section 62, B-5, Regional Business District, specifically Section 62.02 (69) "Reserved", be and the same is hereby changed and amended to add "Psychic/Fortune-Telling Business or Psychic Reading/Spiritual Advisor Business," as a Permitted Use, and to hereinafter read as follows:

"62.02 (69). Psychic/Fortune-Telling Business or Psychic Reading/Spiritual
Advisor Business

SECTION 4. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance Number 2330, adopted December 5, 1989, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 5. 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 Councilmember Ware, seconded by Councilmember Delgado and was adopted by the following vote to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 20th day of March A.D., 2012.
(S E A L)

ATTEST:

Debra H. Bernards
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 20th day of March A.D., 2012.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0623

File ID: 2012-0623

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: 309 McLeod Street / 302, 304 and 306 McLeod Street "Off-Site Parking" - Use Permit Upon Review

Final Action: 04/03/2012

Minute Book Number: TABLED MB2012-1/8(

Title:

Take from the Table and Approve or Deny the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 21870, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: item f packet, mins f revised, thirsty hippo - MOU - draft

Enactment Number:

Contact:

Meeting Date: 04/03/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Table				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to TABLE, while the parties are in negotiations, to Approve or Deny the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 21870, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

2 City Council 04/03/2012 Approve Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Take from the Table and Approve or Deny the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 21870, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Council President Bradley said that the process worked well, and that he was proud for both parties that a very difficult situation was resolved.

Attorney John Lee stated that agreement has been reached. He tendered to the Clerk withdrawals of the appeal of the Planning Commission's recommendation the request for off-site parking from Sarah Newton and New Town Development, LLC. Mr. Lee said letters from Tom Zachary, Lynn Norwood and himself withdraw their opposition. He also submitted the memorandum of understanding between Sarah Newton, New Town Development, LLC, and himself and said his understanding is that the agreement will be attached as part of the Use Permit Upon Review granted by the City to Ms. Newton.

Council President Bradley asked if all the documents will be part of Routine Agenda Item VII.-22. Attorney Lawrence stated that the agreement will be part of the Use Permit (Policy Agenda Item VI.-17).

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

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

Nays: 0

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

TEL-No Vote: 0

2 City Council - 04/03/2012
Amendments to the
Agenda

Text of Legislative File 2012-0623

Title

Take from the Table and Approve or Deny the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 21870, Ward 4); Hattiesburg Planning Commission recommended to APPROVE on February 1, 2012.

Summary

309 McLeod Street / 302, 304 and 306 McLeod Street "Off-Site Parking" - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PLANNING COMMISSION

February 1, 2012

ITEM F**PROPERTY ADDRESS:**

309 McLeod Street (business location)
 302, 304 and 306 McLeod Street (offsite parking)

Parcel 35-636-2-18

PPIN 21832

Ward 4

Offsite parking: Parcel 35-636-9-2

PPIN 21870

Ward 4

PETITIONER:

Sarah Newton, New Town Development, LLC, on
 behalf of Martha Barron Polk, owner,

REQUEST:

Use Permit Upon Review for "Off-Site Parking"

**PREVIOUS PLANNING COMMISSION OR BOA
ACTION ON SURROUNDING PROPERTY:**

None

SPECIAL DISTRICTS:

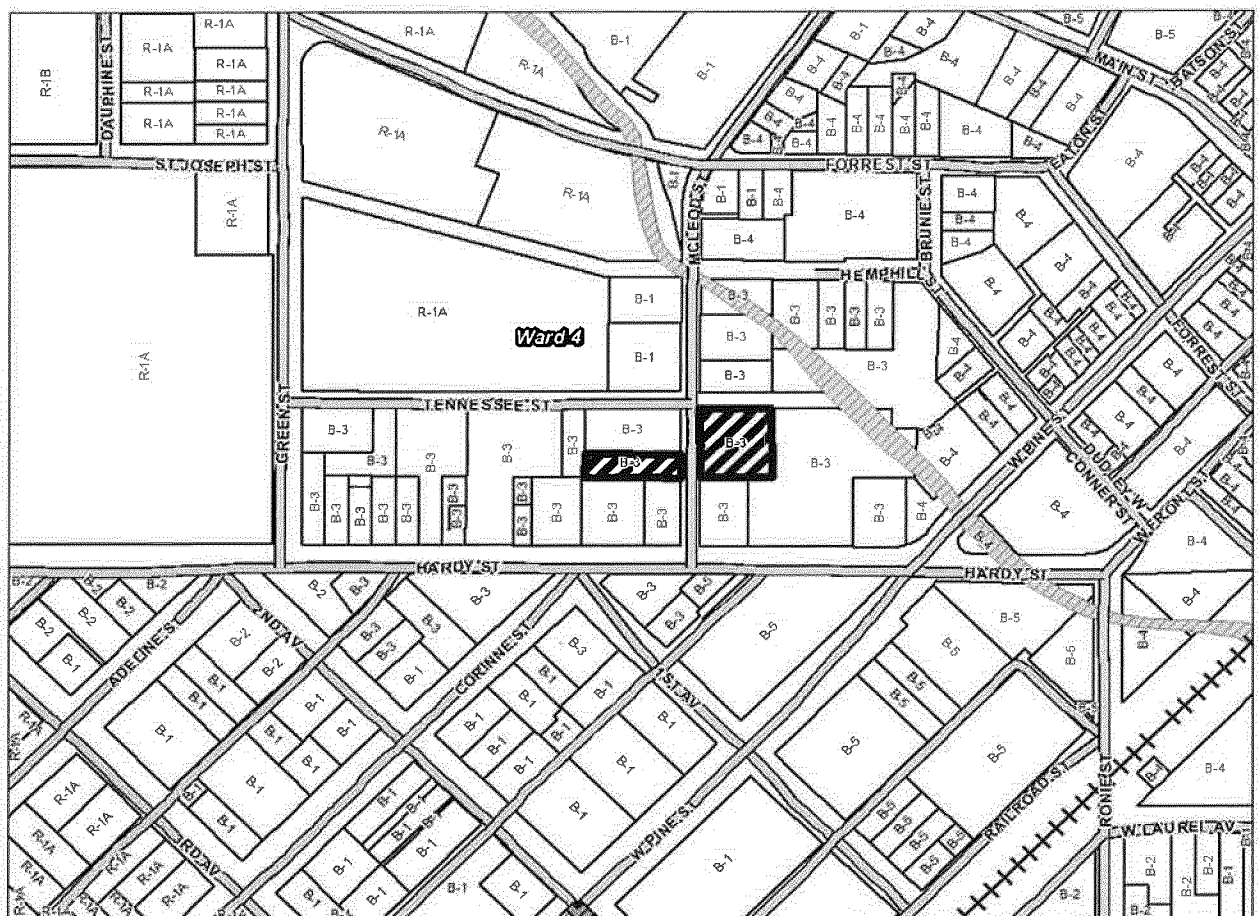
Flood District: AE (Special Flood Hazard Area)

Historic District: N/A (abuts the Oaks District)

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-284 was reviewed on 1/27/12. No
 issues from SPRC, except need for Use Permit.

**PENDING HISTORIC CONSERVATION COMMISSION
ACTION: N/A**

PLANNING COMMISSION February 1, 2012 ITEM F

PROPERTY ADDRESS:

309 McLeod Street (business)
302, 304 and 306 McLeod Street (offsite parking)

ZONING: B-3 (Community Business) District

REQUESTED ACTION:

⇒ Use Permit Upon Review for "Off-Site Parking"

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 4, Section 89.04

ADJACENT ZONING AND LAND USES:

NORTH: B-3 (Community Business) District; and is used for auto repair

SOUTH: B-3 (Community Business) District; and is used as a law office

EAST: B-3 (Community Business) District; and is vacant

WEST: B-3 (Community Business) District; and is used for auto parts and the main business for this Use Permit—the Thirsty Hippo

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as The Downtown District is the historic central business district. In this district, land uses are promoted that are consistent with the special character and quality befitting the historic center of commerce and public activity.

PHYSICAL SITE CHARACTERISTICS:

This lot for offsite parking contains approximately 22,500 sq. ft. and was at one time improved but has not been utilized in many years.

STREETS AND TRAFFIC:

The subject property is located on the east side of McLeod Street between Hardy Street and Forrest Street (Tennessee / McInnis).

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:

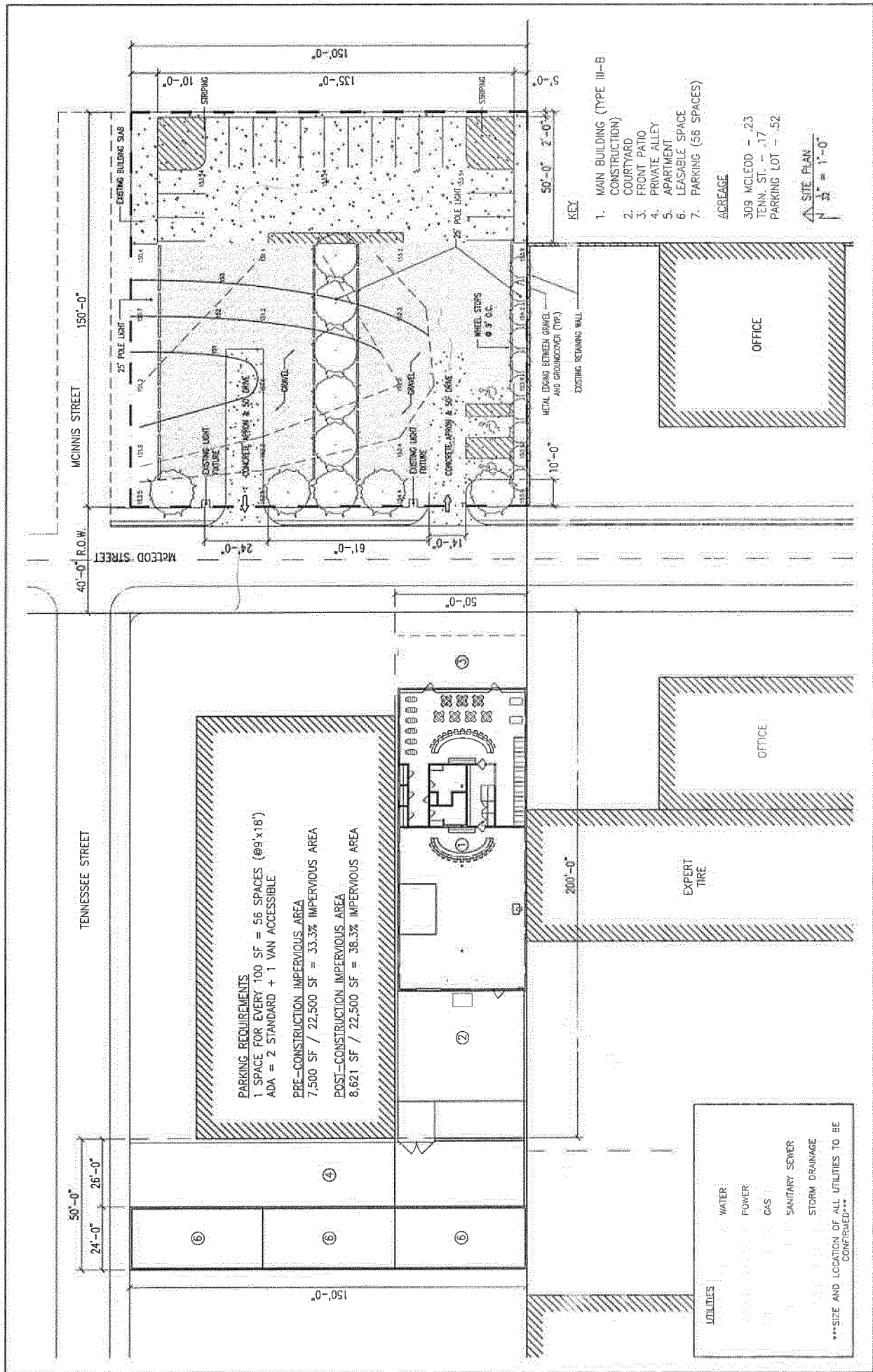
A parking variance will be needed if this Use Permit is approved and has been filed for the next HPC meeting.

CHARACTER OF THE NEIGHBORHOOD:

This property is along a medium traffic area near multiple businesses and vacant land. The surrounding property is zoned community business.

USE PERMIT) FINDINGS REQUIRED:

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

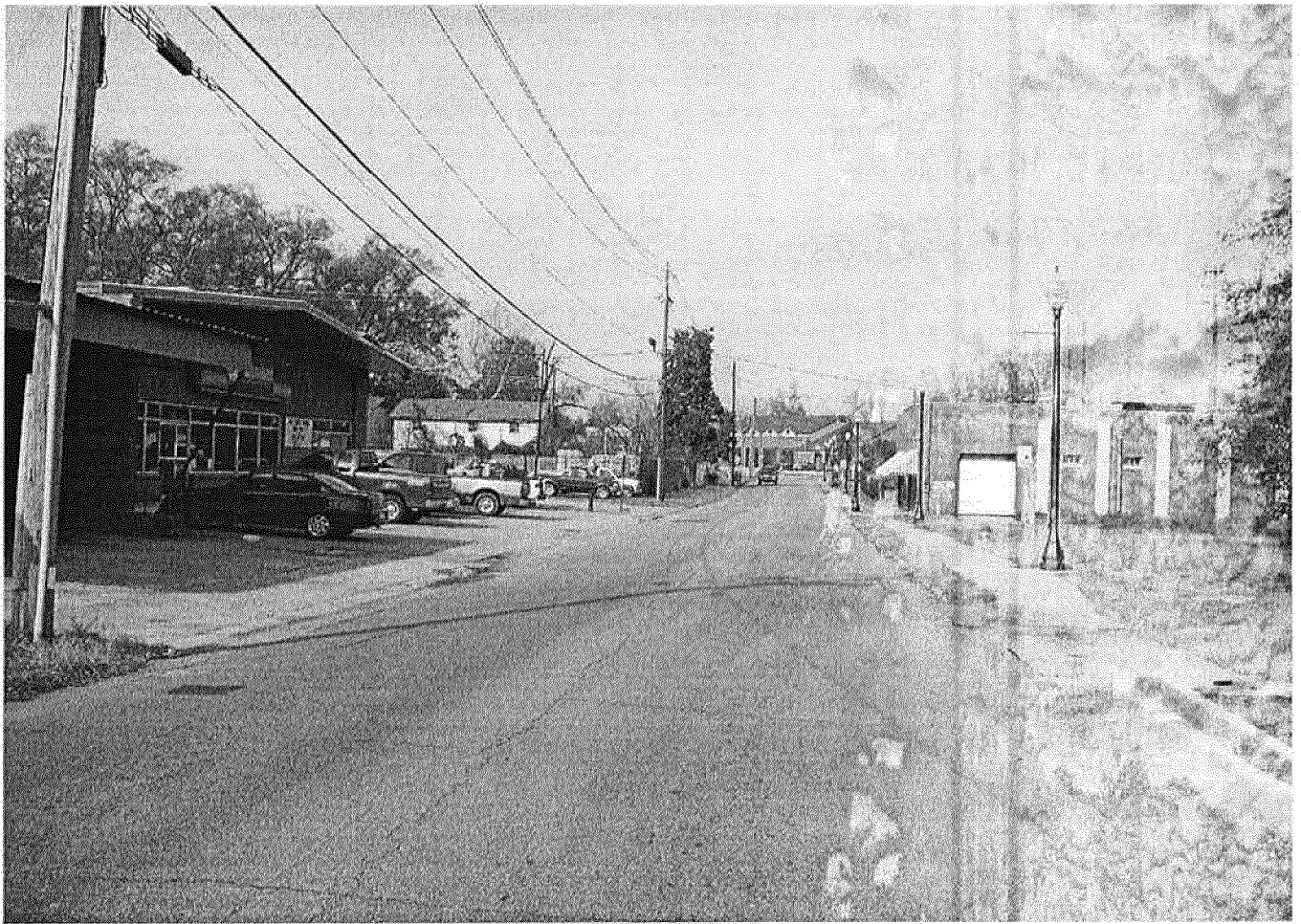


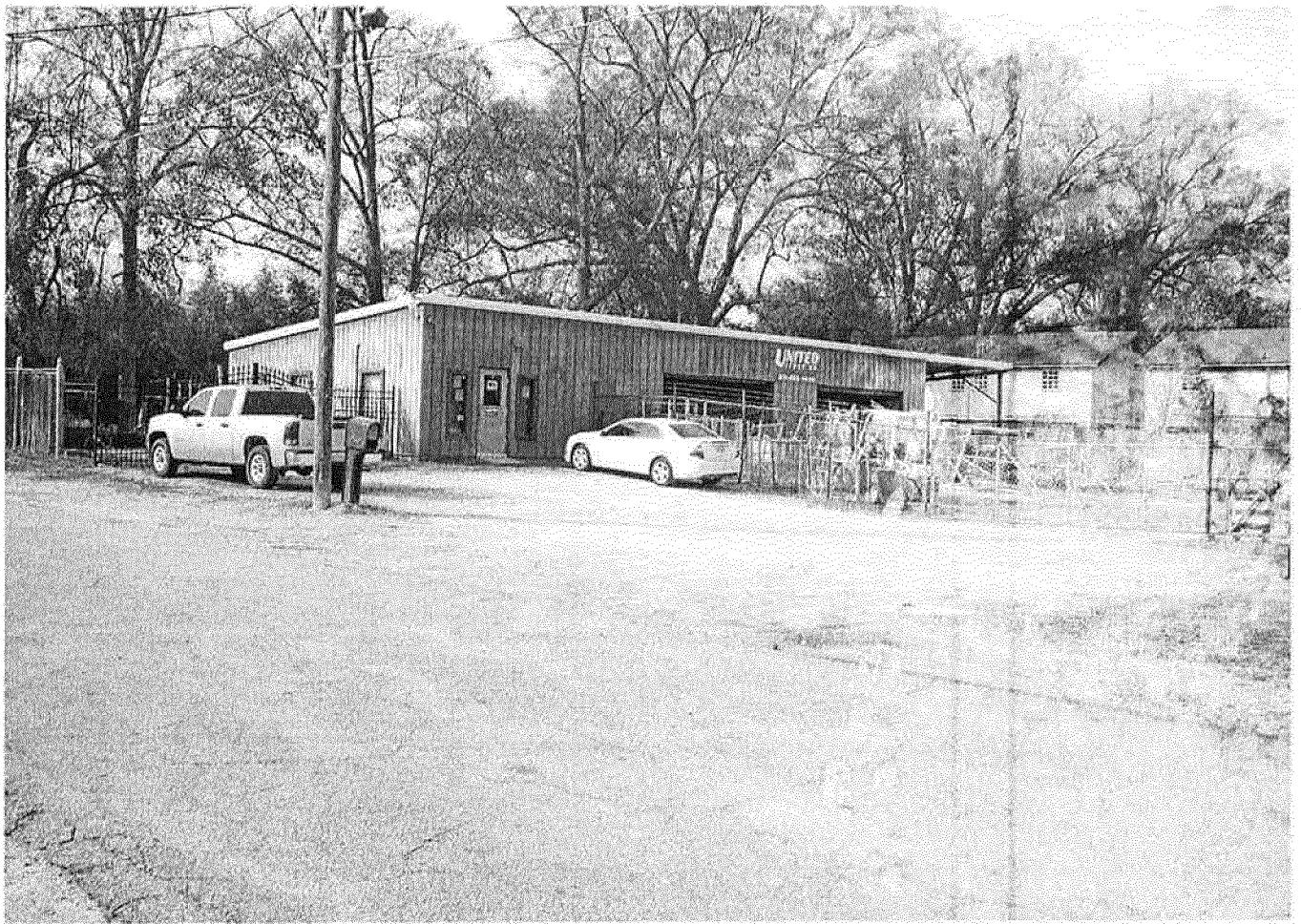
















FAP DRAFT 12/23/11 SUGGESTION
RTNO w/S.N. #1:12/23/11

12/23/11
7AP / MBP

PLEASE PRINT APPLICATION

DATE: 12/26/11

**HATTIESBURG PLANNING COMMISSION
PUBLIC HEARING APPLICATION
REQUEST FOR USE PERMIT UPON REVIEW**

ADDRESS OF PROPERTY FOR USE PERMIT:

302-304-306

Municipal Number

MCLEOD ST

Street Name

Land Development Code Article No. _____ Section _____

City Tax Parcel Number: 2-0295-10-168.00

PPIN # 21870

35-636-9-2
parking lot

Deadline for applicant to file petition with City Clerk: 12/26/11

Planning Commission Meeting Date: 2/1/12 Time: 1 P. M.

City Council Agenda Review Date: 2/20/12 Time: 4 P. M.

City Council Meeting Date: 2/21/12 Time: 4:30 P. M.

Fee Required: \$200.00

Paperwork needed:

- ☒ Completed application.
- ☒ Warranty Deed. → FORREST COUNTY, MISS. LAND RECORDS, CHANCERY ANN.
- ☒ Electronic copy of legal description ONLY, saved as Word or Word Perfect document or emailed to kkettley@hattiesburgms.com
- ☒ Site Diagram.
- ☒ Filing Fee.
- ☐ Site Plan Review Committee, if needed.
- ☐ Other documents needed (See Land Use Planner).

FILED

JAN 18 2012

EDDIE R. MYERS, CITY CLERK
By _____ Deputy Clerk

For Additional Information:

Lisa Reid, Planning Manager

Urban Development Department - Planning Division.

Phone: 601-554-1031

FAX: 601 - 545-1962

E-Mail: lreid@hattiesburgms.com

Call for appointments.

APPLICANT:

Name: SARAH NEWTON, NEW TOWN DEVELOPMENT, LLC
Mailing Address: 312 3RD AVE. City: HATTIESBURG State: MS Zip: 39401
Telephone (W) 601.818.4874 Telephone (H) SAME AS W Cell/Pager SAME ...

REPRESENTED BY:

Name: SEE ABOVE
Mailing Address: _____ City: _____ State: _____ Zip: _____
Telephone (W) _____ Telephone (H) _____ Cell/Pager _____

CURRENT OWNER(S) OF PROPERTY:

Name: MARTHA BARRON PRLK
Mailing Address: 2407 MIMOSA LANE City: HATTIESBURG State: MS Zip: 39402-2537
Telephone (W) — Telephone (H) — Cell/Pager —

1. This property is located on the EAST side of MCLEOD ST.
North/South/East/West Street Name
and lies between HARON ST. and FOREST. (OR TENNESSEE/MCMINNIS)
Street Name Street Name

2. Property data: Zoned B-3 (2009 RLPOK: "B4, p 163-")
Lot Frontage 150 feet
Lot Depth 150 feet
Square Footage/Acres 22,500
Improved or Unimproved? PARTIALLY IMPROVED
If improved, number of existing structures? 50x150 SLAB
Use of buildings: Residential Commercial Industrial
Physical Characteristics of structure(s) A OVERGROWN

3. Purpose for Request: tl-
WE ARE PLANNING TO DEVELOP THE LOT AND FOR
APPROXIMATELY 60 PARKING SPACES AND USE THEM
FOR THE NEW "THIRSTY HIPPO" TO BE LOCATED ACROSS
THE STREET. WE (THE APPLICANT) WILL LEASE THE
PARKING FROM THE CURRENT OWNER.
DIRECTLY ACROSS MCLEOD ST FROM "THIRSTY HIPPO"

4. Are there any Land Use Code violations on file on this property with the City? _____
If yes, please explain NOT TO MY KNOWLEDGE

5. Warranty Deed must be provided.

Note: If the property is not subdivided, attach a complete legal description as shown in _____
the Forrest or Lamar County's Chancery Clerk's Office.

6. PARKING:

Paved parking will be provided for 60 cars, with 0 loading spaces.

7. List goods and merchandise to be sold on the premises.

N/A

8. Describe the proposed use of utilities and community facilities?

WE WILL USE POWER TO LIGHT THE PARKING LOT.

9. What are the expected number of employees? N/A

10. Will there be any elevation in the noise level resulting from this proposed use?

If yes, please explain: NO

11. Will there be any discharge of air, liquid, or solids? NO If yes, please explain:

12. Will there be any additional pedestrian or vehicular traffic generated by the proposed use?

YES If yes, explain: WE ANTICIPATE MORE PEDESTRIAN AND VEHICULAR TRAFFIC.

*

13. ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE:

Property to the NORTH: Zoning Classification B-3 "TENN. ST" "MCM" "MCM" "MCM"
 Current use: AUTO REPAIR
 Circle: Residential Commercial Industrial Vacant

Property to the SOUTH: Zoning Classification B-3
 Current use: LAW OFFICE (EX-GULF OIL GASOLINE STATION)
 Circle: Residential Commercial Industrial Vacant

Property to the EAST: Zoning Classification B-3 RLP/2009 B-4
 Current use: — HERB MS
 Circle: Residential Commercial Industrial Vacant

Property to the WEST: Zoning Classification B-3 MCLEOD ST
 Current use: AUTO PARTS, NEW BUSINESS (THIRSTY HIPPO)
 Circle: Residential Commercial Industrial Vacant

14. **BUFFER REQUIREMENTS** (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows: (See Land Development Code Article 5 Section 89.)

NORTH —

SOUTH —

EAST —

WEST 10' WIDE GREEN SPACE ADJACENT TO R.O.W.

15. Is the property in a Historic District? If yes, what district? NO

16. Is the property in a Flood District? YES Panel — of — Map —

17. Is the property in an Overlay District? NOT SURE

HERE SAY
 BE ADVISED
 PROTESTED
 NO NOTICE
 TO OWNER
 BE FORWARDED
 BY CITY - HERB, MS
 PLATTINGS, ETC...

MBP

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

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☒ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request: (Refer to question #13. Please print or type.)

WE PLAN TO relocate the well established music venue, THE THIRSTY HIPPO, to 309 Milled Street. We do believe this meets the goals outlined in B & C above in that it repurposes a blighted part of downtown into something profitable and enjoyable and in that it promotes the cultural and quality of life for Hattiesburg. The use permit upon review is necessary to meet the pricing requirements for this establishment.

WITNESS THE SIGNATURES of the OWNER(S) of the subject property located at AS ATTACHED MCLEOD ST 90 "TENN ST" 3024, 6. MAN #
AKA
Street Address City State "MCINNIS ST"

on this the 23 day of DECEMBER 2011

In the matter of this Use Permit On Review for TOTALLY - INDEMNIFIED -
LEASED PARKING request, the
Property Owner
property owner further authorizes the following named person to represent property owner at the
public hearing on this petition ASAP on this the _____ day of
_____, 20____.

MR. BRAD NEWTON } OR
MS. SARAH NEWTON }

Property Owner

Martha B. Polk

Property Owner

MARTHA B. POLK
D.B.A. J. O. BARRON, JR.
PROPERTIES

STATE OF Mississippi

COUNTY OF Forrest

PERSONALLY came and appeared before me the within named, _____

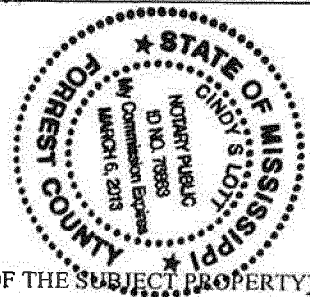
attest that _____ signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledges to me that they are the owners of the property described in the foregoing Petition for a Use Permit Upon Review.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29th day of
December, A.D., 2011.

Cindy Whett
Notary Public

MY COMMISSION EXPIRES:

March 6 2013



(THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY)

(Across Hwy
309 McLeod St)

WITNESS THE SIGNATURES of the APPLICANT of the subject property located at

McLEOD STREET HATTIESBURG MS
Street Address City State
on this the 28 day of DEC, 2011.

[Signature]
Applicant

Applicant

STATE OF Mississippi

COUNTY OF Forrest

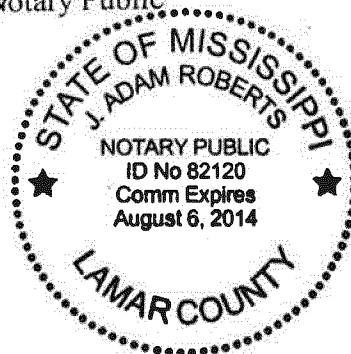
PERSONALLY came and appeared before me the within named, Sarah Newton,

New Town Development LLC.
attest that she signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledges to me that they are the owners of the property described in the foregoing Petition for a Use Permit Upon Review.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 28th day of
December, A.D., 2011.

[Signature]
Notary Public

MY COMMISSION EXPIRES:



(THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE APPLICANT OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY)

PUBLIC HEARING

NOTICE is hereby given that a petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for "Off-Site Parking" in a B-3 (Community Business) District; for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (business Parcel 35-636-9-2, PPIN 21870, Ward 4), said property being more particularly described as follows, to-wit:

309 McLeod Street: 50 FT OFF S END 79-80-81 & 82 BLK 166

Parking Lot: LTS 48-49 & 50 BLK 173

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, February 1, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 10th day of January, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Friday, January 13, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898

MINUTES
OF THE
REGULAR MEETING
OF THE

HATTIESBURG PLANNING COMMISSION

February 1, 2012

The Hattiesburg Planning Commission did meet in a regular session on February 1, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present:

Judy Corts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Don McCleskey
Jessie Wilson

Commissioners Absent:

Annie Pope
Robin Roberts

Also Present:

Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician
Andy Parker, Arborist

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

Invocation:

Marjorie Chambers

AGENDA REVIEW

There came the matter of the Agenda for the February 1, 2012 meeting. The agenda was approved.

Motion made by:

Joe White

Motion seconded by:

Don McCleskey

Commissioners voting aye:

Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson

Commissioners voting nay:

None

Commissioners abstaining:

None

MINUTES REVIEW

There came the matter of the January 4, 2012 minutes. A motion was made to approve the minutes as presented.

There came the **matter of Item F**, the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to allow a Use Permit Upon Review for “Off-Site Parking” in a B-3 (Community Business) District, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304, and 306 McLeod Street (parking Parcel 35-636-9-2, PPIN 22870, Ward 4).

Name	Address	City/State
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<u>Presented by:</u>	Sarah Newton	312 3 rd Avenue	Hattiesburg, MS 39401
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<u>Proponents:</u>	Dianne Sheppard	505 Walnut Street (Main Street Books)	Hattiesburg, MS 39401
	Chris Cagle	104 Williams Street (New Yokel 205 Main Street)	Hattiesburg, MS 39401

<u>Opponents:</u>	Jim Gladden	P O Box 1854	Hattiesburg, MS 39403
	(Provided copy of his “Report in Opposition” and “Letters of Opposition” – Exhibit E and F (exhibit letters are out of sequence due to recording secretary’s error)		

Chairman Conville declared the Public Hearing closed at 2:50 p.m. and the Business Meeting open to vote on the request.

Motion made by: Linda McMurtrey

Motion seconded by: Jessie Wilson

Commissioners voting aye: Judy Corts
Joseph White
Linda McMurtrey
Don McCleskey
Marjorie Chambers
Jessie Wilson
None

Commissioners voting nay: None

Commissioners abstaining: None

The Hattiesburg Planning Commission voted to **APPROVE** Item F for the following reasons:

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.
4. The need to conserve and protect Hattiesburg’s physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

Commissioner Don McCleskey left the meeting.

There came the **matter of Item G**, the petition filed by the City of Hattiesburg, to amend the

Land Development Code as follows:

1. Add Article 5, Section 89.20 and Section 99 to provide regulations for Pedestrian and Bicycle Access and Circulation; and
2. Amend the following sections in Article 6 as outlined in attached text to add, delete or amend sections affected by the new regulations for Pedestrian and Bicycle Access and Circulation: Section 116.01 (11); 117.01; 117.02; 124.03; 125.08 (7); and 126.06.

Name	Address	City/State
------	---------	------------

**REPORT IN OPPOSITION TO APPLICATION
BY SARA NEWTON, NEW TOWN DEVELOPMENT, LLC FOR A
“USE PERMIT” UPON REVIEW ALLOWING OFF-SITE PARKING**

Terms and Definitions.

The Hattiesburg Land Development Code (“LDC”) controls whether the application for the proposed use is permitted upon review. The applicant has started redeveloping property on McLeod Street as a “music venue.” However, the applicant proposes that no part of the “music venue” site will be used for its parking requirements. Instead, it is requesting of the City of Hattiesburg that it grant the applicant a “use permit” upon review allowing it to develop a parking lot at 302-304-306 McLeod Street, a site located across the street from the “music venue.” According to the plans for the “music venue” and the proposed parking lot, the projected number of parking spaces available for this type of business activity is 56 spaces, see a copy of said plans attached hereto as Exhibit A.

The properties concerning the applicant’s request are located in the B-3, Community Business District (Section 60, Land Development Code (“LDC”). Therefore, the issue of developing a parking lot across the street from the main business activity is controlled by § 89.04 Off-Street Automobile Parking and Storage of the LDC, wherein, in part, it states,

“Where space is not available on the lot, space shall be provided within three hundred (300) feet of such uses upon **approval of the Hattiesburg Planning Commission by use permit** and such space shall have vehicular access to a street or alley and **shall equal in area to at least the minimum requirements for the specific use or uses as set forth herein.**”

Within §89.04 of the LDC, the applicable minimum requirements for the specific uses identified in the applicant’s request are:

- “6. A Bar in Combination With a Restaurant: The bar will require one (1) parking space for each fifty (50) square feet of floor area and the restaurant will require an additional one (1) spaces (sic) for each one hundred (100) square feet of floor area.”
- “17. Entertainment Including Dance Halls, Exhibit Halls without permanent seating arrangements, Skating Rinks: One (1) parking space for each one hundred (100) square feet of gross floor space.”

“26. Lounges, Taverns, Etc.: One (1) parking space for each one hundred (100) square feet of gross floor area.”

However, an additional section may apply to this use given that the “music venue” has a designated area for entertainment. If it is considered an “auditorium” or a “place of public assembly,” then the following section may apply if seating is provided in this part of the “music venue”:

“38. Theaters, Auditoriums, Churches, Stadiums, Gymnasiums, Convention Halls, and Other Places of Public Assembly: One (1) parking space for each four (4) seats in the building or structure in the main auditorium, based upon maximum seating capacity.”

Clearly, the fundamental issues surrounding the applicant’s request lie in the prospect of the proposed “music venue” utilizing off-site parking and (a) whether such off-site parking is logical and reasonable and (b) whether 56 parking spaces comply with the minimum requirements of the LDC. At the outset, it safe to say that the use venue which measures 50 feet by 200 feet, as shown on Exhibit A, would require a minimum of 100 parking spaces under the most liberal of the LDC provisions cite above. This is 44 more parking spaces than what is being proposed by the applicant. Based upon percentages, this is a 44.0 percent deficiency.

However, a closer look at the plans proposed by the applicant when compared to the applicable LDC provisions suggest much more than a minimum of 100 parking spaces required for this “music venue.” Based upon §89.04, paragraph 6, a bar associated with a restaurant requires the bar area to be calculated at one parking space for every 50 square feet of floor area. The plans for the “music venue” delineate a clear bar area comprising approximately 1,300 hundred square feet would require 26 parking spaces. Then, if the area of the main building (which excludes the courtyard) is calculated and space for the bar is deducted from this amount, the square footage of the remaining floor area is approximately 5,850 square feet. This area would require an additional 59 parking spaces. The combination of the bar area and the rest of the main building area would result in a minimum parking requirement of 85 spaces. A number that exceeds by 29 spaces what is being proposed for this “music venue” use.

There is still the remaining question of the courtyard in the “music venue.” It contains approximately 2,875 square feet of floor area. At the lesser minimum requirement of 1 parking space for each 100 feet of floor area, then an additional 29 parking spaces would be required. Therefore, the total minimum parking spaces required for the “music venue” would

114, not 56 parking spaces. This is a deficiency of 58 parking spaces, which is a 103.6% more than what is being proposed by the applicant.

Unknown at this time is whether the entertainment area will have seating, whether permanent or temporary. If §89.04, paragraph 38, were to apply to this area of the “music venue,” then even more parking spaces might be required to meet the minimum parking standards of the LDC.

The reality of the applicant’s request is that many more parking spaces are going to be needed to meet the minimum requirements of the LDC. The issue of parking is so extraordinarily important to area surrounding the “music venue” that it should be dealt with candidly and immediately. It should not be postponed until a future after the damage of the 56-space parking lot has been done. In other words, parking for future uses by the business should be calculated now so that intelligent consideration can be given the dramatic effects it will have on the surrounding area and businesses. We are not talking about 56 parking spaces. More than likely, the number will be twice that number

Whether you call the primary property a “music venue” or a bar/restaurant/entertainment facility is unimportant. What is important is that this facility, once completed, could bring into it hundreds of people at one event. This would cause an enormous problem for the adjacent businesses and property owners. Quite likely the number of vehicles associated with such an event would number substantially more than 56, more than 100, and, maybe, twice that. The Planning Commission should recommend denial of this request for a use permit by the applicant.

Use Permitted Upon Review Criteria.

Section 16.01, LDC, notes that in considering a proposed use permit, the Hattiesburg Planning Commission and Hattiesburg City Council shall consider facts related to the following principles:

1. The need to protect the stability, integrity, and character of Hattiesburg’s residential neighborhoods.
2. The need to preserve and encourage the stability of the Hattiesburg business community.
3. The need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride.

2024

26 SPACES FOR

3

1842 MORE

COMMUNITY UNIT MUST FOR OCCUPANCY

$$\begin{array}{r} 114 - 15 = 99 \\ 99 - 84 = 15 \\ 15 \times 3 = 45 \\ 45 + 11 = 56 \end{array}$$

4. The need to conserve and protect Hattiesburg's physical infrastructure.
5. The public need for the proposed use, as opposed to the private interest of an individual.

The petitioner identified items 2 and 3 above as the bases for the City of Hattiesburg granting it a use permit for all of its minimum parking requirements being met off-site. The use of these factors by the applicant constitute an assertion without foundation. There is no substantive proof to show that a hard surface 56-space parking lot located across the street from the "music venue" would (1) "encourage the stability of the Hattiesburg business community" or (2) "reinforce Hattiesburg's quality of life, preserve neighborhood identity and boost community pride." The "music venue" with only a small percentage of its minimum required parking located off-site across the street will not stabilize the Hattiesburg business community. Indeed, such uses would, most likely, destabilize the business community immediately adjacent to or in the area of said uses. It would also certainly harm the property values and businesses in the area and would create extreme burdens upon the adjacent or nearby businesses.

The presence of a 56-space parking lot across the street from the "music venue" will not stop its patrons from using the parking spaces of adjacent businesses, from leaving cars parked in such spaces after hours or over night and decrease the need for additional security in the area. The "music venue" will cause increased noise in the area and increased debris and trash being scattered on the premises of adjacent businesses. Such a "music venue" and its parking lot across the street will also result in additional general security for property owners and businesses in the area. Finally, the "music venue" with its 56-space parking lot across the street will result in a substantial increase in vehicular traffic and pedestrian traffic on McLeod Street.

Therefore, the proposed 56-space parking lot located across the street from the "music venue" will not stabilize the Hattiesburg business community, but will, most likely, contribute to marginalizing the businesses located in the area. It is difficult to understand how a "music venue" which may draw hundreds of patrons coupled with a bar and restaurant would improve Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride, especially with regard to the area in which it is proposed.

Section 16.01, LDC, notes that the Hattiesburg Planning Commission and City Council shall consider facts related to all five of the named principles. The proposed use would not protect the stability, integrity and character of Hattiesburg residential neighborhoods. There are two neighborhood associations in the area surrounding the subject property:

- The North Main Historic District, which has the “North Main National Register District” component within it. (See Exhibit B, attached hereto)
- The Oaks Historic District, which has the Oaks National Register District” component within it. (See Exhibit C, attached hereto)

Certainly, the addition of the proposed 56-space parking area in combination with the “music venue” will be detrimental to these two neighborhood districts. The Oaks is located less two blocks from the subject property, and Main Street District is less than four blocks away from the property.

The fourth principle asks the Hattiesburg Planning Commission and City Council to consider whether a specific use permitted upon review protects Hattiesburg’s physical infrastructure. The proposed [REDACTED] use does nothing to protect our City’s infrastructure. Indeed, it is likely to impair it in the context of significantly increased vehicular and pedestrian traffic in the area as a result of the 56-space parking and the “music venue.” The proposed use permit is one which will likely tax the local infrastructure.

Finally, the Planning Commission and City Council are to determine the need for the use, as opposed to the private interest of the applicant. There is no public need for the proposed 56-space parking lot combined with the “music venue” in this location on McLeod Street. The desirability of a “music venue” such as being proposed here in the central business district appears sensible, but to place it in a community business district between two historical districts and adjacent to a school is not sensible, and is insensitive to the neighborhood districts, public facilities, existing businesses and the school located in the immediate area. There is no proof to establish public need to permit the proposed parking lot combined with the “music venue” on McLeod Street. The application for a use permit is self-serving, designed to enhance applicant’s private interests and does represent a public need for Hattiesburg, Mississippi.

Other Concerns.

School. The “music venue” establishment is one which must comply with §67-1-51 of the Mississippi Code of 1972, as amended. The statute provides that no such establishment shall be located within 400 feet of a school. Hawkins elementary school property is within approximately 100 feet of the “music venue.”

Fire protection. The main fire station on Main Street uses McLeod Street, almost exclusively for answering calls to south towards Hardy Street. The 56-space parking lot

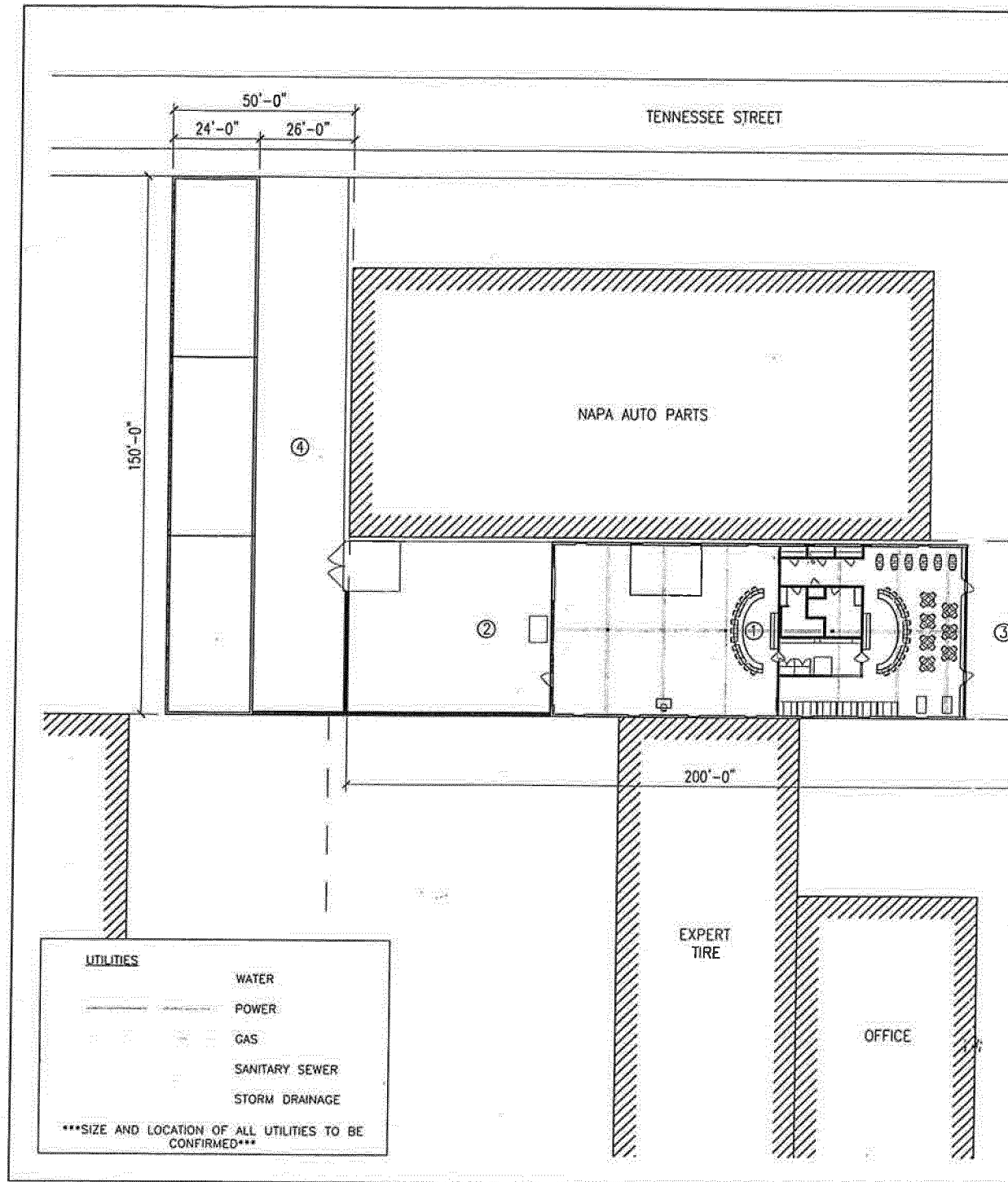
combined with the “music venue” would likely cause interference with the emergency vehicles because the increased vehicular and pedestrian traffic generated by these uses.

Police protection. The proposed use in conjunction with the “music venue” will likely draw hundreds of people to its entertainment functions. This is most certainly going to cause additional security concerns for the neighborhoods and businesses in the area. As a result of this, additional police efforts may be required in this area.

Conclusion.

This application for use permit upon review to construct a 56-space parking lot in combination with the “music venue” should be denied for the following reasons:

1. The facts surrounding the proposed use do not support the criteria for granting a use permitted on review under Section 16.01, LDC.
2. There are significant historical districts with numerous residents surrounding the subject property.
3. The granting of a permit for the 56-space parking lot located on the subject property would result in increased vehicular and pedestrian traffic congestion, increased security concerns, increased noise, increased debris and trash being scattered on adjacent properties and other interruptions to existing businesses located in the area.
4. Proximity to public school property.
5. The proposed permit for a 56-space parking lot provides woefully inadequate parking spaces relative to the minimum parking requirements of the LDC.



January 30, 2012

Hattiesburg Planning Commission
City Hall
Hattiesburg, Mississippi 39401

Re: Sarah Newton, New Town Development, LLC
Request for a Use Permitted Upon Review
Parking at 302-304-306 McLeod Street

NAPA has operated a business for a number of years which is located adjacent to a new entertainment business located on McLeod Street. The owner of this business is requesting the City of Hattiesburg to allow them to use property across the street for parking. The entertainment business is not attempting to provide any viable parking area on its location. However, it is attempting to justify its presence at this location by having an owner across the street from its location develop a parking lot.

The developer of this entertainment business is describing its business as "music venue." Our company is not opposed to other businesses occupying this location that are compatible with the present businesses located in the immediate vicinity. The proposed business is going to cause significant parking-related problems for those businesses which already exist in the area. The idea of a parking lot across the street from this "music venue" will not stop patrons from parking in other businesses' lots, leave cars parked in these lots after hours and over night and contribute to additional security problems for these businesses. It is also going to cause an increase in the noise in the area, an increase in debris and trash being scattered on the premises of other businesses in the area, an increase in the general security problems for other businesses in the area, and will, likely, decrease the desirability of others wanting to develop new, compatible businesses in this area. Finally, for the property owners in the area there will likely loss in property values which could marginalize existing businesses.

It our hope that the Hattiesburg Planning Commission will recommend denial of this request. There is not a need for this type of business in this area.

Sincerely,



NAPA Auto Parts of Hattiesburg

Exhibit F

JOHN W. LEE, JR. P.A.

ATTORNEY AT LAW

119 HARDY STREET

HATTIESBURG, MISSISSIPPI 39401-3820

MAILING ADDRESS:

P.O. BOX 1470

HATTIESBURG, MISSISSIPPI 39403-1470

OFFICE: 601-544-5601

FAX: 601-582-8792

January 30, 2012

Hattiesburg Planning Commission
City Hall

Hattiesburg, Mississippi 39401

Re: Sarah Newton, New Town Development, LLC
Request for a Use Permitted Upon Review
Parking at 302-304-306 McLeod Street

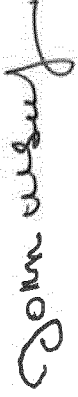
I have owned property in the area of the zoning request for more than forty years, and I also have a law firm which has been in its location across the street from the proposed “music venue” for approximately forty years. These properties and the law firm are immediately adjacent to or across the street from the proposed business. The owner of this “music venue” business is requesting the City of Hattiesburg to allow them to use property across the street for parking, which is immediately behind my property which fronts on Hardy Street. The entertainment business is not attempting to provide any viable parking area on its location. However, it is attempting to justify its presence at this location by having an owner across the street from its location develop a parking lot.

The developer of this entertainment business is describing its business as “music venue.” I am not opposed to other businesses occupying this location that are compatible with the present businesses located in the immediate vicinity. The proposed business is going to cause significant parking-related problems for those businesses which already exist in the area. The mere locating of a parking lot across the street from this “music venue” will not stop patrons from parking in other businesses’ lots, leave cars parked in these lots after hours and over night and contribute to additional security problems for these businesses. It is also going to cause an increase in the noise in the area, an increase in debris and trash being scattered on the premises of other businesses in the area, an increase in the general security problems for other businesses in the area, an increase in traffic congestion in the area, and will, likely, decrease the desirability of others wanting to develop new, compatible businesses in this area. Finally, for the property owners in the area there will be a likely loss in property values which could marginalize existing businesses.

Hattiesburg Planning Commission
January 30, 2012
Page 2

It my hope that the Hattiesburg Planning Commission will recommend denial of this request.
There is not a need for this type of business in this area.

Sincerely,

A handwritten signature in cursive script, appearing to read "John W. Lee, Jr.", written in black ink.

JOHN W. LEE, JR.

January 30, 2012

Hattiesburg Planning Commission
City Hall
Hattiesburg, Mississippi 39401

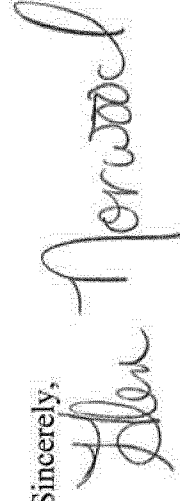
Re: Sarah Newton, New Town Development, LLC
Request for a Use Permitted Upon Review
Parking at 302-304-306 McLeod Street

NOXQ SIS FITNESS STUDIO operates a business which is located adjacent to a new entertainment business located on McLeod Street. The owner of this business is requesting the City of Hattiesburg to allow them to use property across the street for parking. The entertainment business is not attempting to provide any viable parking area on its location. However, it is attempting to justify its presence at this location by having an owner across the street from its location develop a parking lot.

The developer of this entertainment business is describing its business as “music venue.” Our company is not opposed to other businesses occupying this location that are compatible with the present businesses located in the immediate vicinity. The proposed business is going to cause significant parking-related problems for those businesses which already exist in the area. The idea of a parking lot across the street from this “music venue” will not stop patrons from parking in other businesses’ lots, leave cars parked in these lots after hours and over night and contribute to additional security problems for these businesses. It is also going to cause an increase in the noise in the area, an increase in debris and trash being scattered on the premises of other businesses in the area, an increase in the general security problems for other businesses in the area, and will, likely, decrease the desirability of others wanting to develop new, compatible businesses in this area. Finally, for the property owners in the area there will likely loss in property values which could marginalize existing businesses.

It our hope that the Hattiesburg Planning Commission will recommend denial of this request. There is not a need for this type of business in this area.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Norwood". The signature is written in a cursive, flowing style.

NOXQ SIS FITNESS STUDIO, LLC

January 30, 2012

Hattiesburg Planning Commission
City Hall
Hattiesburg, Mississippi 39401

Re: Sarah Newton, New Town Development, LLC
Request for a Use Permitted Upon Review
Parking at 302-304-306 McLeod Street

ExpertTire has operated a business for many years which is located adjacent to a new entertainment business located on McLeod Street. The owner of this business is requesting the City of Hattiesburg to allow them to use property across the street for parking. The entertainment business is not attempting to provide any viable parking area on its location. However, it is attempting to justify its presence at this location by having an owner across the street from its location develop a parking lot.

The developer of this entertainment business is describing its business as “music venue.” Our company is not opposed to other businesses occupying this location that are compatible with the present businesses located in the immediate vicinity. The proposed business is going to cause significant parking-related problems for those businesses which already exist in the area. The idea of a parking lot across the street from this “music venue” will not stop patrons from parking in other businesses’ lots, leave cars parked in these lots after hours and over night and contribute to additional security problems for these businesses. It is also going to cause an increase in the noise in the area, an increase in debris and trash being scattered on the premises of other businesses in the area, an increase in the general security problems for other businesses in the area, and will, likely, decrease the desirability of others wanting to develop new, compatible businesses in this area. Finally, for the property owners in the area there will likely loss in property values which could marginalize existing businesses.

It our hope that the Hattiesburg Planning Commission will recommend denial of this request. There is not a need for this type of business in this area.

Sincerely,

A handwritten signature in black ink, appearing to read "ExpertTire", written over a horizontal line.

EXPERTTIRE

DORRANCE AULTMAN
THOMAS W. TYNER
LOUIE F. RUFFIN
DORRANCE AULTMAN, JR.
WILLIAM N. GRAHAM
DAPHNE M. LANCASTER (MS/GATX)
DAWN E. FULCE
ROCKY W. EATON (MS/AL/FL/GAILA)
S. BETH WINDHAM (MS/AL)
SARIKA J. ANGULO (LA/NY)

AULTMAN, TYNER & RUFFIN, LTD.
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ATTORNEYS AND COUNSELORS AT LAW

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HERTZ TEXACO CENTER
400 POYDRAS STREET, SUITE 2325
NEW ORLEANS, LOUISIANA 70130
PHONE: (504) 528-9616
FAX: (504) 528-9640

January 30, 2012

Hattiesburg Planning Commission
City Hall
Hattiesburg, Mississippi 39401

Re: Sarah Newton, New Town Development, LLC
Request for a Use Permitted Upon Review
Parking at 302-304-306 McLeod Street

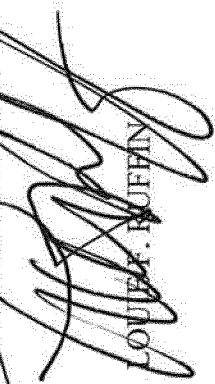
We have owned property in the area of the zoning request for a number of years which is located immediately adjacent to the proposed “music venue.” This property is leased by several businesses, including law firms. The owner of this “music venue” business is requesting the City of Hattiesburg to allow them to use property across the street for parking, which is also across the street from our property which fronts on Hardy Street. The entertainment business is not attempting to provide any viable parking area on its location. However, it is attempting to justify its presence at this location by having an owner across the street from its location develop a parking lot.

The developer of this entertainment business is describing its business as “music venue.” We are not opposed to other businesses occupying this location that are compatible with the present businesses located in the immediate vicinity. The proposed business is going to cause significant parking-related problems for those businesses which already exist in the area. The mere locating of a parking lot across the street from this “music venue” will not stop patrons from parking in other businesses’ lots, leaving cars parked in these lots after-hours and over night and will contribute to additional security problems for these businesses. It is also going to cause an increase in the noise in the area, an increase in debris and trash being scattered on the premises of other businesses in the area, an increase in the general security problems for other businesses in the area, an increase in traffic congestion in the area, and will, likely, decrease the desirability of others wanting to develop new, compatible businesses in this area. Finally, for the property owners in the area there will be a likely loss in property values which could marginalize existing businesses.

It my hope that the Hattiesburg Planning Commission will recommend denial of this request.
There is not a need for this type of business in this area.

Sincerely,


DORRANCE AULTMAN

THOMAS A. TURNER

LOUIE F. RUFFIN

TOM ZACHARY
Attorney at Law
201-A Hardy Street
Hattiesburg, Mississippi 39401

January 30, 2012

Hattiesburg Planning Commission
City Hall
Hattiesburg, Mississippi 39401

Re: Sarah Newton, New Town Development, LLC
Request for a Use Permitted Upon Review
Parking at 302-304-306 McLeod Street

I have operated my law business for several years at my present location which is adjacent to a new entertainment business located on McLeod Street. The owner of this business is requesting the City of Hattiesburg to allow them to use property across the street for parking. The entertainment business is not attempting to provide any viable parking area on its location. However, it is attempting to justify its presence at this location by having an owner across the street from its location develop a parking lot.

The developer of this entertainment business is describing its business as “music venue.” I am not opposed to other businesses occupying this location that are compatible with the present businesses located in the immediate vicinity. The proposed business is going to cause significant parking-related problems for those businesses which already exist in the area. The idea of a parking lot across the street from this “music venue” will not stop patrons from parking in other businesses’ lots, leave cars parked in these lots after hours and over night and contribute to additional security problems for these businesses. It is also going to cause an increase in the noise in the area, an increase in debris and trash being scattered on the premises of other businesses in the area, an increase in the general security problems for other businesses in the area, an increase in traffic congestion in the area, and will, likely, decrease the desirability of others wanting to develop new, compatible businesses in this area. Finally, for the property owners in the area there will likely loss in property values which could marginalize existing businesses.

It my hope that the Hattiesburg Planning Commission will recommend denial of this request. There is not a need for this type of business in this area.

Sincerely,



TOM ZACHARY

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of April 2012, by and between **JOHN W. LEE, JR.**, (herein referred to as “Appellant”), and **SARAH NEWTON and NEW TOWN DEVELOPMENT, LLC** (collectively referred to herein as “Applicant”).

RECITALS:

WHEREAS, on January 18, 2012, the Applicant filed with the Hattiesburg Planning Commission a “Request for Use Permit Upon Review” (“Request”) seeking an off-site 56-space parking lot at 302-304-306 McLeod Street, Hattiesburg, Mississippi, designed to provide parking for The Thirsty Hippo being constructed by the Applicant at 309 McLeod Street;

WHEREAS, on February 01, 2012, the Hattiesburg Planning Commission, in a public hearing, heard arguments of the Applicant and others in support of the Applicant’s Request and arguments from the Appellant opposing said request;

WHEREAS, on February 01, 2012, after holding the public hearing on the Applicant’s Request, the Hattiesburg Planning Commission recommended to the Hattiesburg City Council the approval the Applicant’s Request;

WHEREAS, on February 02, 2012, the Appellant filed with the City of Hattiesburg a notice of appeal of the Hattiesburg Planning Commission’s recommendation and asked for a public hearing on this matter;

WHEREAS, subsequent to February 02, 2012, certain parties, who originally opposed the zoning request, namely, Expert Tire of Hattiesburg, NAPA Auto Parts of Hattiesburg and Thomas W. Tyner, withdrew their original opposition to the Applicant’s Request and, therefore, were not part of the Appellant’s request for the public hearing set in March 2012, and are not part of this Memorandum of Understanding;

WHEREAS, the City of Hattiesburg set March 19, 2012 as the date for this public hearing on the notice of appeal;

WHEREAS, on March 19, 2012, the Applicant, the Appellant, certain members of the City of Council of Hattiesburg and others entered into a discussion of whether this matter could be reconciled and settled without the necessity of a public hearing;

WHEREAS, after lengthy discussions on the issues between the positions of the Applicant and the Appellant, a general agreement and understanding was reached between the parties on how this dispute could be resolved, and the parties agreed to meet in the near future to enter into a written agreement resolving the differences between them as to the pending Request with the understanding that the City Council of Hattiesburg would table the matter to a future time in anticipation of (1) an agreement between the parties and (2) the withdrawal of the appeal by the Appellant;

WHEREAS, on March 19, 2012, the City Council of Hattiesburg, Mississippi tabled the Request and the appeal of the Request pending the conclusion of negotiations between the Applicant and the Appellant and the withdrawal of the appeal by the Appellant; and

WHEREAS, the Applicant and the Appellant desire to set out herein the specific terms of their agreement to resolve their differences over the Request and the appeal of the Request.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto have mutually agreed as follows:

1. Off-Site Parking. The Applicant agrees to construct the required hard-surface, off-site parking lot at 302-304-306 McLeod Street, Hattiesburg, Mississippi in accordance with plans presented with its Request and with the requirements of the Hattiesburg Land Development Code and other applicable codes of the City Hattiesburg. Further, the Applicant agrees to complete the construction of said off-site parking area under the supervision of the Building Inspection Department of the City of Hattiesburg.

In accordance with the Applicant's Request, it has entered into a lease, lease-purchase or option agreement with Martha B. Polk for the building and occupying of the hard surface, off-site parking lot described above, and its possible purchase in the future. It is agreed by the Applicant that a copy of said lease, lease-purchase and/or option agreement shall be submitted to the City of Hattiesburg at or before final site plan review.

At the discussion meeting on March 19, 2012, the Applicant informed the Appellant that other businesses in the immediate area had agreed to permit the Applicant's patrons to park in their parking areas—the total additional parking spaces numbering in excess of 70 parking spaces. It is agreed by the Applicant that it will produce and submit to the City of Hattiesburg at or before final site plan review copies of written agreements and/or statements from said businesses or individuals permitting the Applicant's patrons to use said parking areas.

2. Towing of Vehicles from Private or Public Property. The Applicant agrees that it will contract with a wrecker company to tow vehicles in violation of its parking policy, at the Applicant's expense, from the property of the Appellant. To help ensure that its patrons do not park on the Appellant's property, the Applicant agrees to post its parking policies in a public place visible to all its patrons. Further, the Applicant will furnish to the Appellant a type-written copy of these policies.

It is the parties' understanding that the City of Hattiesburg has agreed to notify the public that parking is not permitted in the this area of McLeod Street and any violators will be towed. It is expected such notification will accomplished by the posting of signs on or otherwise marking this area of McLeod Street. The Applicant agrees to work with the City of Hattiesburg with respect to the provision of "No Parking" signs and striping along McLeod Street.

3. Indemnification and Insurance. The Applicant agrees to add John W. Lee, Jr, owner of property at 119 Hardy Street, Hattiesburg, Mississippi, to its liability insurance as an additional insured in accordance with the terms of the Applicant's liability insurance policy. The Applicant agrees that the said liability insurance policy shall be in amount at least in the principal sum of \$1,000,000.00. This policy of insurance shall also include \$2,500.00 for medical payments. To ensure that this had taken place, the Applicant shall furnish to the Appellant evidence that John W. Lee, Jr, has been added as an additional insured. John W. Lee, Jr., in regard to being named an additional insured, shall cooperate with the Applicant's insurance company and shall sign any documents required by said insurance company in facilitating the addition of John W. Lee, Jr. as an additional insured.

The Applicant shall set up an escrow account at BancorpSouth Bank that will be subject to a separate escrow agreement, the terms of which shall be negotiated in good faith. The Applicant shall keep the sum of \$2,500.00 in this escrow account which can be accessed to make any repairs for damages to the property of John W. Lee, Jr., the Appellant, that is the direct result of the actions of the patrons and/or employees or agents of the Thirsty Hippo as described by the terms of the escrow agreement. The rights established by this escrow account shall be specific to John W. Lee, Jr. and shall not extend to any subsequent owners of said property.

4. Litter. The Applicant agrees to implement a clean-up regimen to ensure that neighboring parking lots and streets are free of litter originating from patrons, employees or agents of The Thirsty Hippo during and after the Applicant's hours of operation. Further, the Applicant agrees to partner with the City of Hattiesburg to place receptacles along the sidewalks in the area to make trash disposal more convenient to its patrons, subject to the City of Hattiesburg's agreement to the same.

Any trash or recycling dumpsters used on the Applicant's property shall be located to the rear of the Applicant's property.

5. Increase in Noise. The Applicant agrees to install a sufficient amount of sound absorptive insulation under the roof of its premises which combined with Applicant's solid masonry walls, will keep sound transmission through the Applicant's building envelope under the limits permitted by the Noise Ordinance of the City of Hattiesburg.

6. Security. The Applicant's employees, acting as "security" personnel, shall be registered with the City of Hattiesburg in accordance with Chapter 18 of the Code of Ordinances. The Applicant further agrees that its "security" personnel will be instructed to use reasonable efforts to ensure that the Applicant's patrons do not use said parking lots.

7. Fencing of Appellant's Parking Lot. The Applicant agrees to fence the full one hundred (100) feet of the Appellant's property along its back property line (North line) and for approximately fifty (50) feet along the Appellant's west property line located along McLeod Street beginning at the northwest corner, as shown on the property map attached hereto as Exhibit A. The Applicant also agrees to landscape along this fence where required by the City of Hattiesburg. The materials used in construction of this fence, its design and associated landscaping, as well as photos representing conceptual images of the fence to be constructed, are shown in Exhibit B attached hereto.

In order to facilitate the maintenance of this fence and landscaping, John W. Lee, Jr., the Appellant, agrees to provide the Applicant with a maintenance easement, for which the easement shall not exceed the width of five (5) feet.

8. Periodic Examination of the Use Permit Upon Review. The Applicant agrees that it will undergo periodic examinations of compliance for its use permit every six (6) months beginning with opening of the Applicant's business to the public. The head of the Building Inspection Department, now Bill Rodgers, shall handle said examinations in conjunction with the five members of the Hattiesburg City Council, and that reports of said examinations shall be submitted to said City Council members. After two years from the opening of the Applicant's business, this periodic examination may conform to Section 16.02 of the Hattiesburg Land Development Code.

The parties agree that this Memorandum of Understanding shall be attached as part of the use permitted upon review granted by the City of Hattiesburg to the Applicant, and also shall be part of any conditions, restrictions and stipulations which the City of Hattiesburg shall attach to the use permitted upon review.

9. Change in Ownership. The Applicant understands and agrees that its use permit is non-transferable under the Codes of the City of Hattiesburg, and, therefore, any transfer of ownership of the Applicant's business requires a new owner to seek approval of the use permit.

10. Notice and Cure. At any time the Appellant believes that the Applicant is not in compliance with the terms hereof, the Appellant shall provide written notice of such non-compliance to the Applicant. The Applicant shall then have a reasonable time not to exceed thirty (30) days to address and remedy, if necessary, any such non-compliance.

11. Non-Assignment. The rights granted pursuant to this Memorandum of Understanding cannot be assigned or transferred by either party.

12. Withdrawal of Appellant's Appeal. The Appellant agrees to withdraw its appeal to the Applicant's Request upon execution and delivery of this Memorandum to the City of Hattiesburg.

13. Time of Essence. It is agreed by the parties that time is of the essence in completing this memorandum of understanding, executing its terms and provisions and meeting the requirements of the City of Hattiesburg.

14. Governing Law. The laws of the State of Mississippi shall govern this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding in quadruplicate originals on the date first above written.

APPLICANT:

NEW TOWN DEVELOPMENT, LLC

by _____
Title: _____

SARAH NEWTON

APPELLANT:

JOHN W. LEE, JR.



City of Hattiesburg, MS

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

Master

File Number: 2012-0624

File ID: 2012-0624

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: 6817 U. S. Highway 49 - Variance

Final Action: 03/20/2012

Minute Book Number: MB2012-1/81-82

Title:

Approve or Deny the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Brown Bottling mins, item a

Enactment Number:

Contact:

Meeting Date:

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.

Council member Carroll asked that the comments and explanation from the Agenda Review be included in the official record, so that if the sign at Sonic (owned by Lamar) becomes a digital board there will not be a need for a use permit, since it currently is permitted.

Council Vice President Ware asked that the record reflect that the petitioner [Brown Media Group] was already in the process of trying to put up a billboard and realized the City was [working] on a digital billboard ordinance. He said the rationale for granting the variance is that the petitioner was already in the process of obtaining the billboard.

Council member Delgado said she is not able to vote for this item. She said [the City] went through quite a bit and had tremendous input in completing this ordinance. She said she did not attend every meeting, but had no idea that a variance would be requested this soon after putting the digital billboards ordinance into place. Council member Delgado indicated that her problem is not with the act of putting this billboard up, but of having gone through the process and then going back to variances.

Council President Bradley asked that his comments from the Agenda Review, which addressed Council member Delgado's comments, also be included in the minutes. He said that he attended three meetings and that there were no other signs or sites for which a variance would be needed. He said his understanding was that Brown Bottling Company was in the process and that it would be [allowed] a digital billboard on its property.

Agenda Review minutes for March 19, 2012, state: "Council President Bradley stated that there was a meeting about signs at which Keri [Galey] of Brown Media Group discussed Brown Media Group's wishes to put a digital board on the corner of its property; he said [those at the meeting] knew about a sign Lamar had up the street, and decided that if the Lamar sign didn't change, Brown Media Group's plans could work. He said nobody had any idea that the pre-existing condition [the Sonic sign] was there. Council President Bradley said that the group trying to work out digital billboards didn't have a 100 percent [understanding], but that it was an honest mistake and that the City planners and Ms. Brantley were not responsible."

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

Yeas: 4 - Bradley, Carroll, Ware and Naylor

Nays: 1 - Delgado

Yea: 4 President Bradley
 Council Member Carroll
 Vice President Ware
 Council Member Naylor
Nay: 1 Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2012-0624

Title

Approve or Deny the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning

Commission recommended to DENY on March 7, 2012.

Summary

6817 U. S. Highway 49 - Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION

March 7, 2012

The Hattiesburg Planning Commission did meet in a regular session on March 7, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Annie Pope

Commissioners Absent: Jessie Wilson
Don McCleskey
Judy Corts

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation: Silent Prayer for Weather victims

AGENDA REVIEW

There came the matter of the Agenda for the March 7, 2012 meeting. The agenda was approved as amended to remove Item C {The matter of the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to vary from Article 5, Section 89.03, which states that parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow crushed limestone surface parking, for certain, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (business Parcel 35-636-9-2, PPIN 21870, Ward 4)) which was withdrawn by applicant. (Exhibit A)

Motion made by: Linda McMurtrey

Motion seconded by: Joseph White

Commissioners voting aye: Robin Roberts
Marjorie Chambers
Joseph White
Linda McMurtrey
Annie Pope

Commissioners voting nay: None

There came the matter of the Planning Report. Ms. Reid reviewed the written report, in the Commissioners packets, of the City Council decisions from the meeting on February 1, 2012. Ms. Reid also announced her retirement, effective June, 2012.

CHAIRMAN REPORT

There was no Chairman’s Report.

PUBLIC HEARING

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

Ms. Reid asked to present both Items A & B together, but have Commission vote separately. Commission approved.

There came the matter of Item A, the petition filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625’), for a variance of three hundred seventy-five feet (375’), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), and

There came the matter of Item B, the petition filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to allow a Use Permit Upon Review for a “Billboard-Digital New” in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Bill Brown	Highway 49	Hattiesburg, MS 39402
	(Mr. Brown stated there was a typo in the item, stating the company name should reflect Brown Media Group, not Brown Bottling Group)		

Proponents: None

Opponents: Norman Beasley 29 West Lake Road Hattiesburg, MS 39402
(Mr. Beasley provided a copy of his presentation notes – Exhibit B)

Chairman Conville declared the Public Hearing closed at 1:40 p.m. and the Business Meeting open to vote on both Item A and Item B request.

A motion was made to vote on Item A & B, as amended.

Motion made by: Joseph White

Motion seconded by: Linda McMurtrey

Commissioners voting aye: Marjorie Chambers
Annie Pope

Commissioners voting nay: Robin Roberts
Joseph White
Linda McMurtrey

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner McMurtrey stated on her ballot: Proposed new board does not meet criteria for variance.
2. Commissioner White stated on his ballot: No criterium met.

The Hattiesburg Planning Commission voted to **DENY** Item A, as amended to correct name.

Item B request:

Comments Written on Ballots:

1. Commissioner White stated on his ballot: No criterium met.

The Hattiesburg Planning Commission voted to **DENY** Item B, as amended to correct name.

Lamar Advertising

We oppose this request and ask that the Planning Commission deny it.

CONCERN 1: It took 5 ½ years to create and put this ordinance in place.

- Planning Commission approved the ordinance on September 7th
- City Council approved the ordinance on November 22nd

All companies were asked for their input and suggestions and at the end of the day, all sign companies and city officials agreed on the language (including Brown Media).

- Their actual response was “Brown Media is fine with the requirements”
- Now, only 3 months after the ordinance went into effect, you are being asked to disregard it and say that it doesn’t matter.

If this variance is granted it will open the floodgates for similar variances. Not only for digital billboards, but also for static billboards as well.

- If you approve this request...how can you deny others?

CONCERN 2: The rules should apply to everyone.

Lamar Has 2 permits to convert existing static billboards to digital. In both cases we are being forced to remove a structure because **it does not meet the spacing requirements.**

STRUCTURE	SPACING	REVENUE	REMOVAL COST
#1 – 26 years	822ft	\$18,500	\$7,000
#2 – 20 years	564ft	\$5,600	\$4,000
		\$24,100	\$11,000

- It will cost Lamar over \$35,000 in the first year because we are following the spacing requirements in the ordinance that are now in force.

- If we are required to follow the new regulations – everyone should.

CONCERN 3: Throughout all the talks and discussions to put this ordinance together, the spacing between boards was always one of the most important concerns.

We think it would send the wrong message to ignore that concern and grant this variance on spacing.

Exhibit "B"

PLANNING COMMISSION

March 7, 2012

ITEM A & B**PROPERTY ADDRESS:**

6817 U. S. Highway 49

Parcel: 53-1064-37

PPIN: 27588

Ward: 1

PETITIONER:

Keri Galey on behalf of Brown Bottling Group, owners

REQUEST: Use Permit Upon Review for a "Billboard-Digital New "**PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY:** None**SPECIAL DISTRICTS:**

Flood District: X (Non Special Flood Hazard Area)

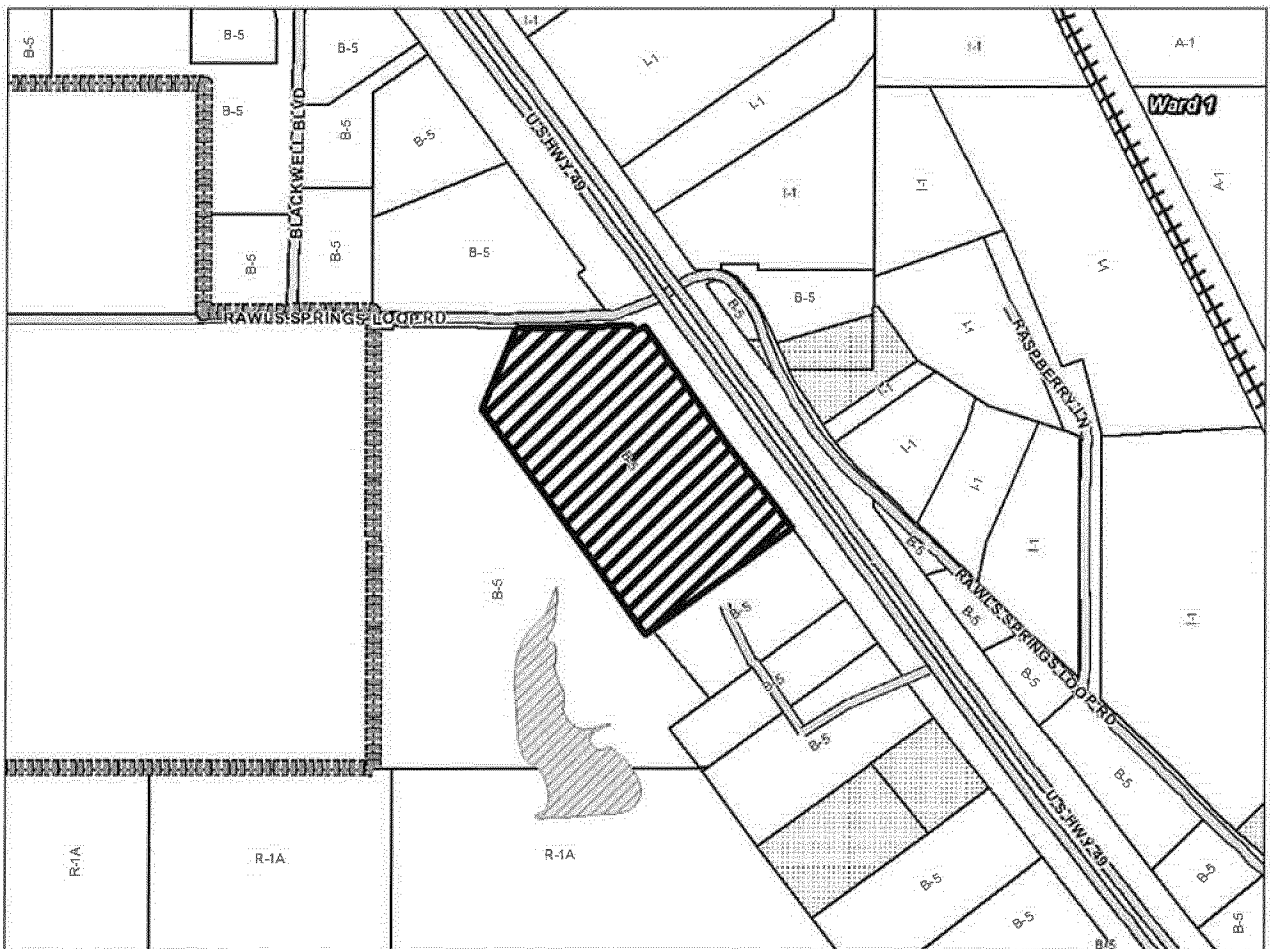
Historic District: N/A

Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-269 was reviewed on 1/6/12.

No issues from SPRC, except need for Use Permit and variance for distance.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A

PLANNING COMMISSION

March 7, 2012

ITEM A

PROPERTY ADDRESS:

6817 U. S. Highway 49

ZONING: B-5 (Regional Business) District**REQUESTED ACTION:**

⇒ To vary from the required spacing between Digital Billboards and Static Billboards in a Regional Business Corridors for Billboard-Digital New

APPLICABLE LAND DEVELOPMENT CODE REGULATIONS:

-Article 5, Section 95.10 (3.1) (3E-4)

ADJACENT ZONING AND LAND USES:

NORTH: B-5 (Regional Business) District; and is undeveloped

SOUTH: B-5 (Regional Business) District; Penske Leasing

EAST: B-5 (Regional Business) District; currently vacant across Highway 49

WEST: B-5 (Regional Business) District; currently vacant

FUTURE LAND USE MAP DESIGNATION:

The Future Land Use Map depicts this area as a Regional Business Corridor and this District is primarily a non-residential district located along major arterial streets and highways.

PHYSICAL SITE CHARACTERISTICS:

This lot is an unimproved with an area of approximately 3.27 acres.

STREETS AND TRAFFIC:

The subject property is located on the west side of Highway 49 between Classic Drive and Rawls Springs Loop.

PUBLIC UTILITIES:

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:

The main access to this property is from Brown Bottling parking lot off Highway 49

CHARACTER OF THE NEIGHBORHOOD:

This property is adjacent to an established business located adjacent to a heavily traveled commercial corridor.

CRITERIA FOR GRANTING A VARIANCE:

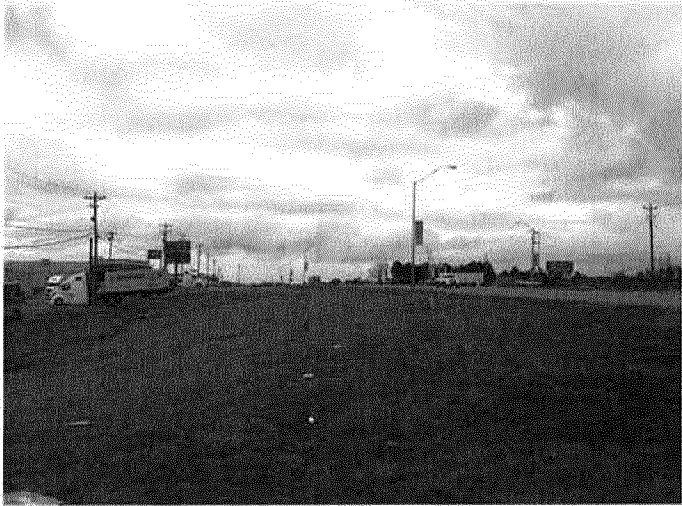
- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district:
- B. Literal interpretation of the provisions of the Code would deprive the applicant of rights commonly enjoyed by other properties in the same district:
- C. Special conditions and circumstances do not result from the actions of the applicant:
- D. Granting the variance requested will not confer on the applicant any special privilege that is denied by the Code to other lands, structures or buildings in the same district.



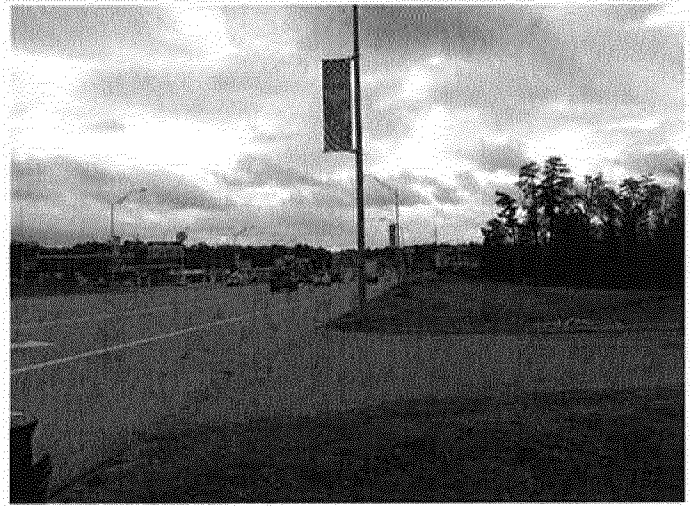
Subject Property



East of Property



North of Property

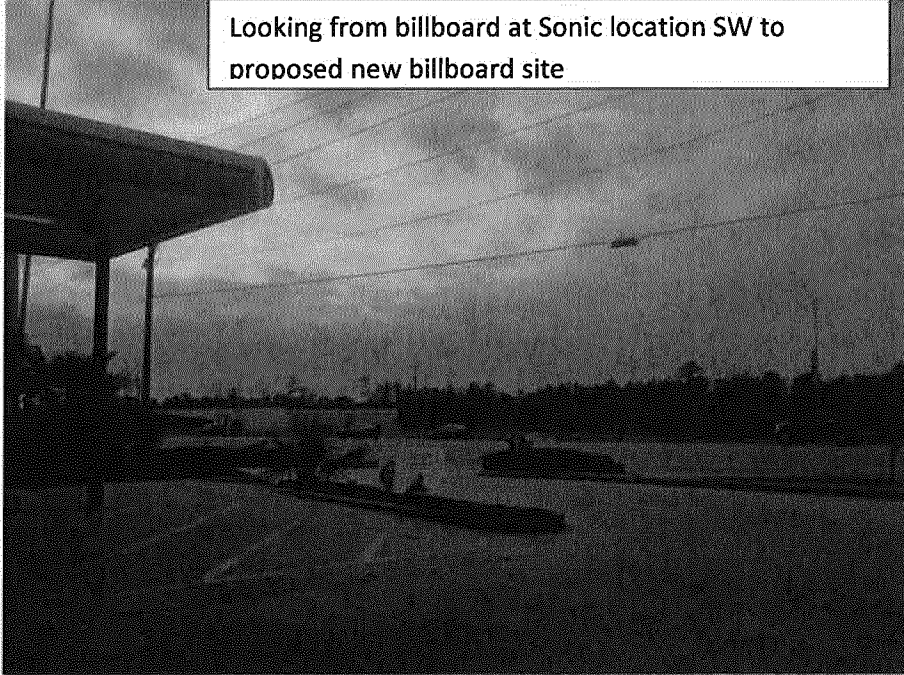


South of Property

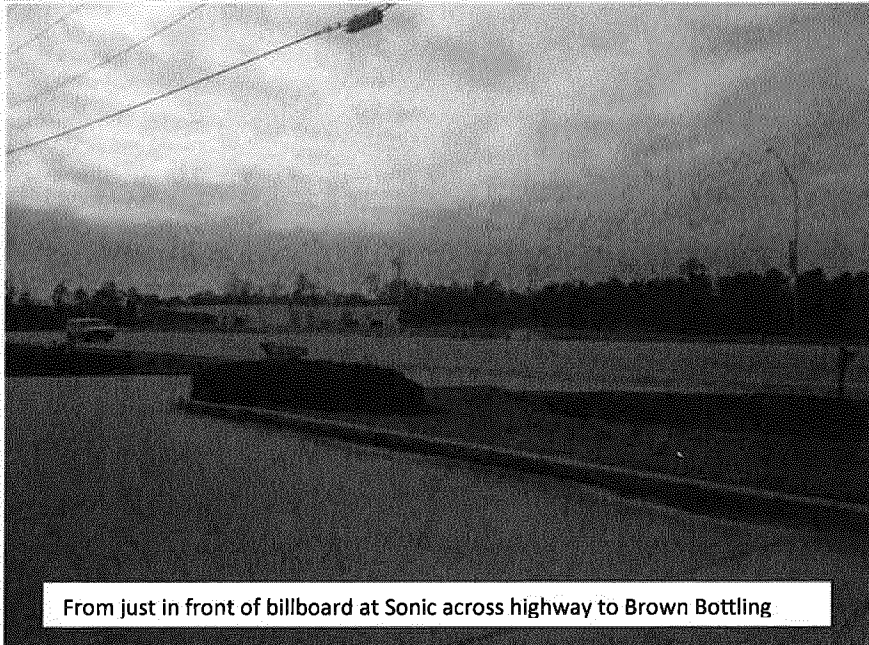


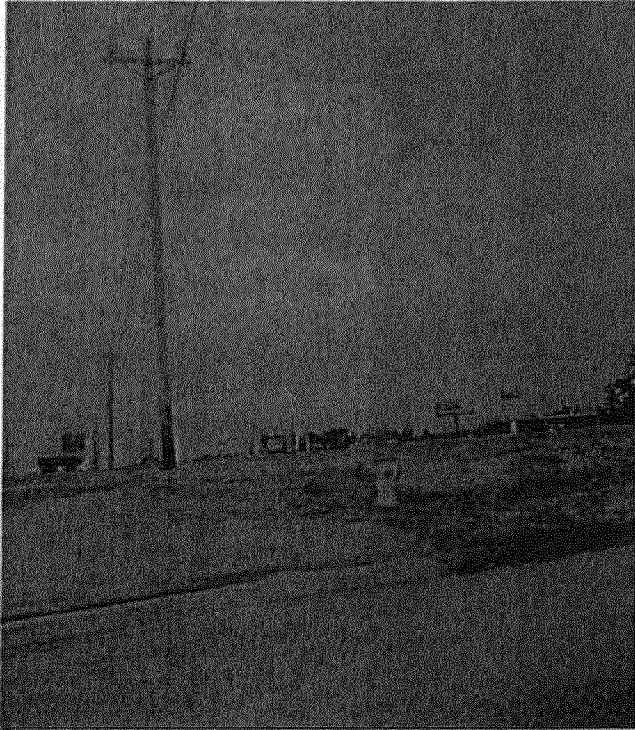
Northeast of Property

Looking from billboard at Sonic location SW to
proposed new billboard site

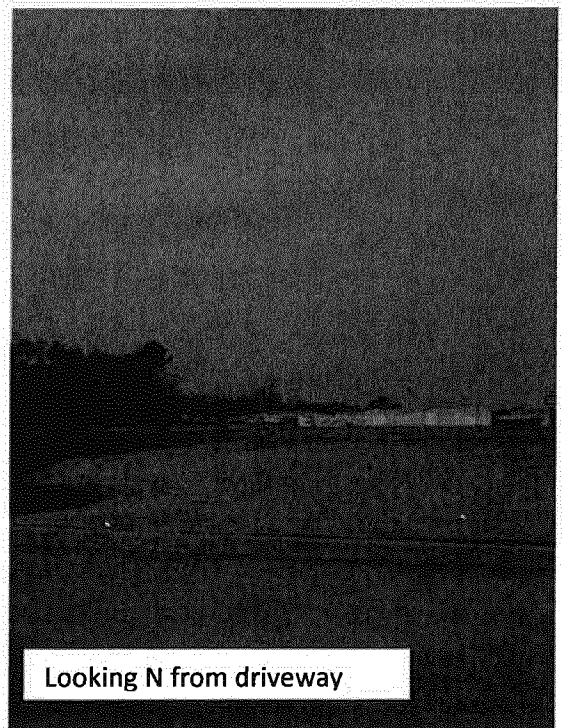


From just in front of billboard at Sonic across highway to Brown Bottling

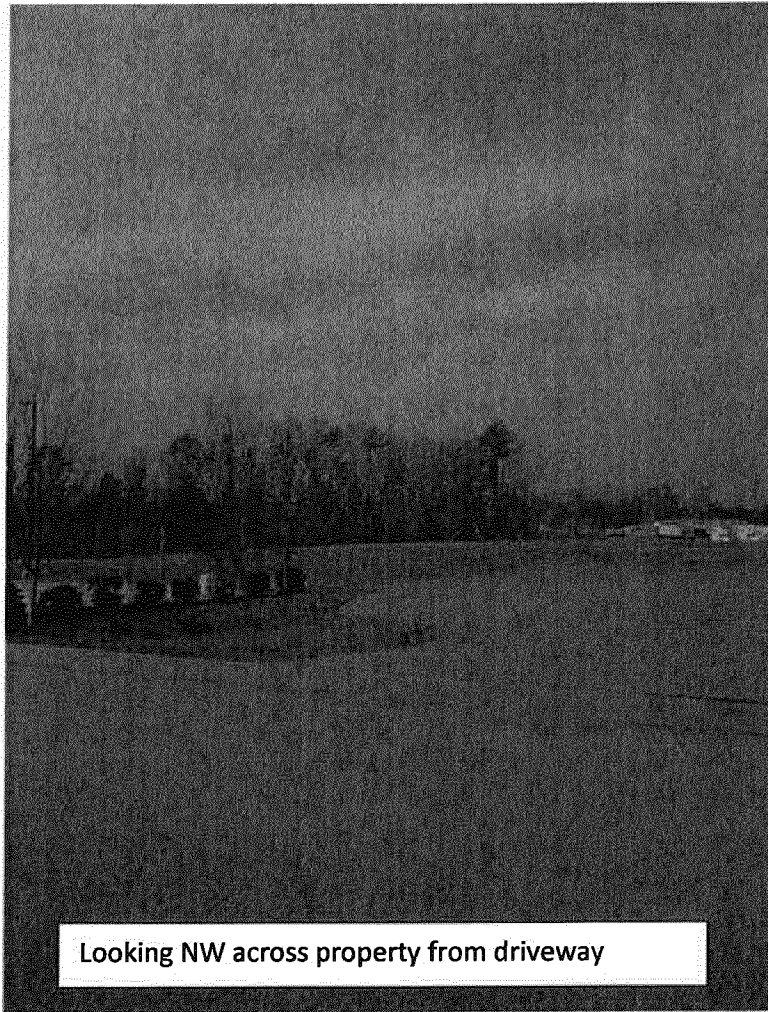




Looking N from Brown Bottling Driveway to nearest billboard located on Sonic property across Highway



Looking N from driveway





Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

February 29, 2012

Keri Galey

P. O. Box 1316

Ridgeland, MS 39158-1316

RE: Use Permit Upon Review for a "digital billboard" and Variance request for certain property located at 6817 U.S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1).

Dear Ms. Galey:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on February 1, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

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

Please call the Department of Urban Development at 545-4599 if you have any questions.

Sincerely,

Tamika A. Paige
Tamika A. Paige
Office Manager

Enclosure

cc: Brown Bottling Media Group, P. O. Box 1316, Ridgeland, MS

City of Hattiesburg PO Box 1898 Hattiesburg, MS 39401

7013 2000 0000 6953 6763

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ -
Sent to Keri Galey P.O. Box 1316 Ridgeland, MS 39158-1316	
PS Form 3800, August 2006 See Reverse for Instructions	

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)

HATTIESBURG, MS 39403-1898

Department of Urban Development

(601) 545-4591 or 545-4599 or FAX (601) 545-1962

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

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

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

Check Applicable Type:

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

Land Development Code Article No. _____

Section _____

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

Existing Zoning: _____

Proposed Zoning: _____

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Site Plan Pre-Application Date: [Click here to enter a date.](#)

Planner:

Today's Date: [Click here to enter a date.](#) January 25, 2012

Project Name: Brown Media Group

Proposed Use(s): Digital Billboard

Project Street Address: 6817 U.S. Highway

PPIN Number(s) (If unknown, can be found on tax receipt): 27588

Parcel Number(s): 53-1064-37

Flood Zone(s): X - non flood

Historic District(s): N/A

Zoning District(s): B-5

Proposed Cost of the Project: \$ 400,000

Project Representative Information

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

Architect ☐ Engineer ☐ Other (Specify):

Name: Keri Galey

Company Name: Brown Media Group

Phone: 601.397.1310

Fax: 601.607.0377

Email: kgaley@brownmediagroup.net

Mailing Address: P. O. Box 1316, Ridgeland, MS 39158-1316

Name:

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

Bill Brown

Brown Media Group

Phone: 601.607.0303

Fax: 601.607.0377

Email: bbrown@browngroup.net

Mailing Address: P. O. Box 1316, Ridgeland, MS 39158-1316

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Staff will complete zoning, please provide names/types of businesses, apartments, residences or each side of subject property:

ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE (mark appropriate response(s)):

Property to the NORTH:

Current Zoning Classification B-5

Current use (Example: school, church, store): undeveloped

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the SOUTH:

Current Zoning Classification B-5

Current use (Example: school, church, store): Penske Leasing

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the ^{West} EAST:

Current Zoning Classification B-5

Current use (Example: school, church, store): Vacant

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the ^{East} WEST:

Current Zoning Classification B-5

Current use (Example: school, church, store): Hwy 49 N + S

☐ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

BUFFER REQUIREMENTS (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows:

NORTH

SOUTH

EAST

WEST

N/A

Please provide the following additional site and location information for this project:

Lot Frontage: 195.06 Linear Feet

Lot Depth: 470.00 Linear Feet

Square Footage and/or Acres of total project area vs. disturbed area (if different):

Total Project Area: 3.27 Acres Disturbed area: N/A

Existing Structure or Unimproved? Unimproved

Number of existing buildings? None

Use of buildings: ☐ Apartments ☐ Church / School ☒ Commercial
☐ Industrial ☐ Residential

Physical Characteristics:

Land Use History:

This property is located on the West side
(North/South/East/West)

of Hwy 49 and lies between
(Street Name)

Classic Dr. and Rawls Spring Loop
(Street Name) (Street Name)

Are there any Land Use Code violations on file on this property with the City? No

If yes, please explain:

Variance Information
Brown Media Group - (2 pages)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested variance
 - ***Additional set-back from the originally proposed location of the new digital billboard to meet the City's 1,000 foot radial distance requirement from existing static billboards on the opposite side of Highway 49 would make the proposed digital billboard a moot point; i.e. local businesses ads, Amber Alerts or Hurricane Evacuation information would not be easily visible to north/south traffic traveling on Highway 49***
 - ***Any future expansions northward of the existing Brown Bottling facility, or other third party business construction, on the proposed digital billboard site would be made untenable without the requested variance***
2. All of the following conditions must be met before a variance can be recommended. Explain and justify your proposals compliance with each condition:
 - a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.
 - ***Digital billboards are a step-up for communities looking to modernize outdoor advertising and effectively deliver updated safety and emergency information that can be revised quickly to reflect changing conditions. As home to the University of Southern Mississippi with close proximity to a major military training facility, Hattiesburg is one of a handful of Mississippi communities ready to embrace and effectively regulate this new digital information delivery system. Working in conjunction with the City, the new digital billboard site will provide the community with an effective tool to convey advertising and emergency information not currently available in the vital Highway 49 corridor. The variance requested pertains to this signage only and does not apply to, or interfere with, other static media currently in place within the zoning district.***

b) That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

- ***Brown Media requests the same opportunity to effectively market its information delivery system as competing media companies utilizing static displays within the Highway 49 North zoning district. While the digital delivery format is unique, it is unreasonable to limit this type of delivery based on a literal interpretation of the provisions of this Code. If Brown Media is denied access within the zoned area, then this will also effectively limit other media companies from erecting digital billboards in this zoned area.***

c) That the special conditions and circumstances do not result from the actions of the applicant.

- ***It is the position of the applicant, Brown Media, that its actions have not, and do not, constitute special conditions and circumstances relative to the proposed digital billboard in the Highway 49 zoning corridor. Rather, the company is within its right to work with the City to achieve what is best for both entities based on this particular site application.***

d) That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

- ***Granting the requested variance will neither confer on Brown Media, nor deny others in the Highway 49 zoning corridor, the same privileges requested. Brown Media is serving as a test case to help the City formulate its ordinances for future requests for digital billboard placements within the City limits.***

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

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

6817 Highway 49 South, Hattiesburg, MS 39402

Street Address

City

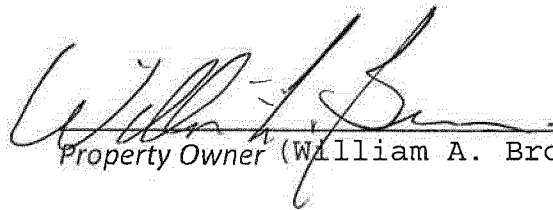
State

on this the 23rd day of January, 20 12

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

Keri Galey

on this the 23rd day of January, 20 12.


Property Owner (William A. Brown)

Property Owner

STATE OF

MS

COUNTY OF

Madison

Personally came and appeared before me, the within named

William A. Brown

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

23rd

day of

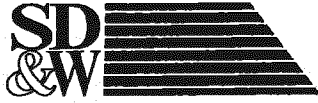
January

20 12


NOTARY PUBLIC

My Commission Expires:





SHOWS, DEARMAN & WAITS, INC.

CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
P: (601) 544-1821 F: (601) 544-0501
<http://www.sd-w.com>

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

PAUL J. SHOWS (1996)

March 1, 2012

Lisa Reid
City of Hattiesburg
Urban Planning Department
PO Box 1898
Hattiesburg, MS 39403-1898

**RE: Brown Bottling Group
Sign Location**

Dear Ms Reid,

I have located the proposed sign on the Brown Bottling Group site and the existing sign on the north side of the Sonic drive in parking lot. The two signs are approximately 625 feet apart.

If you have any questions or we can be of further assistance please do not hesitate to call me at (601) 544-1821.

Yours Sincerely,

Nicholas M. Connolly, P.E., P.L.S.
Vice President

Cc: Bill Brown, Brown Bottling Group

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, and to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), said property being more particularly described as follows, to-wit:

A part of the Southwest ¼ of the Southeast ¼ of Section 25, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Southeast Corner of the said Southwest ¼ of the Southeast ¼, thence run N00°17'24"E along the said East Line of the said Southwest ¼ of the Southeast ¼ for 405.22 feet to a Point on the Southwestern Right of Way Line of U.S. Highway No. 49, thence run N35°50'30"W along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 900.00 feet to the Point of Beginning (POB3); thence run S53°55'00"W for 470.00 feet, thence run N35°50'30"W for 259.09 feet, thence run N22°05'10"E for 254.95 feet to the North Line of the said Southwest ¼ of the Southeast ¼, thence run S89°30'20"E along the said North Line of the Southwest ¼ of the Southeast ¼ for 292.65 feet to the Southwestern Right of Way Line of U.S. Highway No. 49 for 195.06', thence run N54°48'35"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 24.78 feet, thence run S35°50'30"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 23.86 feet to the Point of Beginning (POB3), comprising 3.27 Acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Saturday, February 18, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0625

File ID: 2012-0625

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: 6817 U. S. Highway 49 - Use Permit Upon Review

Final Action: 03/20/2012

Minute Book Number: MB2012-1/82

Title:

Approve or Deny the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to allow a Use Permit Upon Review for a "Billboard-Digital New" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Brown Bottling mins, item b

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Approve the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to allow a Use Permit Upon Review for a "Billboard-Digital New" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Ware and Naylor							
Nays: 1 - Delgado							
Yea: 4 President Bradley Council Member Carroll Vice President Ware Council Member Naylor							
Nay: 1 Council Member Delgado							
TEL-No Vote: 0							

Text of Legislative File 2012-0625

Title

Approve or Deny the petition filed and represented by Keri Galey on behalf of Brown Media Group, owners, to allow a Use Permit Upon Review for a "Billboard-Digital New" in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1); Hattiesburg Planning Commission recommended to DENY on March 7, 2012.

Summary

6817 U. S. Highway 49 - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINUTES
OF THE
REGULAR MEETING
OF THE
HATTIESBURG PLANNING COMMISSION

March 7, 2012

The Hattiesburg Planning Commission did meet in a regular session on March 7, 2012 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presiding.

Commissioners Present: Robin Roberts
Marjorie Chambers
Joseph White, Vice-Chairman
Richard Conville, Chairman
Linda McMurtrey
Annie Pope

Commissioners Absent: Jessie Wilson
Don McCleskey
Judy Corts

Also Present: Pattie Brantley, AICP, Director of Urban Development
Bill Rodgers, Land Code Administrator
Lisa J. Reid, Planning Manager
Craig Dearman, Engineering Technician

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

Invocation: Silent Prayer for Weather victims

AGENDA REVIEW

There came the matter of the Agenda for the March 7, 2012 meeting. The agenda was approved as amended to remove Item C {The matter of the petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, to vary from Article 5, Section 89.03, which states that parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow crushed limestone surface parking, for certain, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4, and offsite parking at 302, 304 and 306 McLeod Street (business Parcel 35-636-9-2, PPIN 21870, Ward 4)) which was withdrawn by applicant. (Exhibit A)

Motion made by: Linda McMurtrey

Motion seconded by: Joseph White

Commissioners voting aye: Robin Roberts
Marjorie Chambers
Joseph White
Linda McMurtrey
Annie Pope

Commissioners voting nay: None

There came the matter of the Planning Report. Ms. Reid reviewed the written report, in the Commissioners packets, of the City Council decisions from the meeting on February 1, 2012. Ms. Reid also announced her retirement, effective June, 2012.

CHAIRMAN REPORT

There was no Chairman’s Report.

PUBLIC HEARING

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

Ms. Reid asked to present both Items A & B together, but have Commission vote separately. Commission approved.

There came the matter of Item A, the petition filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625’), for a variance of three hundred seventy-five feet (375’), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), and

There came the matter of Item B, the petition filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, to allow a Use Permit Upon Review for a “Billboard-Digital New” in a B-5 (Regional Business) District, for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1).

Name	Address	City/State
------	---------	------------

<u>Presented by:</u>	Bill Brown (Mr. Brown stated there was a typo in the item, stating the company name should reflect Brown Media Group, not Brown Bottling Group)	Highway 49 Hattiesburg, MS 39402
-----------------------------	--	-------------------------------------

Proponents: None

<u>Opponents:</u>	Norman Beasley (Mr. Beasley provided a copy of his presentation notes – Exhibit B)	29 West Lake Road Hattiesburg, MS 39402
--------------------------	---	--

Chairman Conville declared the Public Hearing closed at 1:40 p.m. and the Business Meeting open to vote on both Item A and Item B request.

A motion was made to vote on Item A & B, as amended.

Motion made by: Joseph White

Motion seconded by: Linda McMurtrey

Commissioners voting aye: Marjorie Chambers
Annie Pope

Commissioners voting nay: Robin Roberts
Joseph White
Linda McMurtrey

Commissioners abstaining: None

Comments Written on Ballots:

1. Commissioner McMurtrey stated on her ballot: Proposed new board does not meet criteria for variance.
2. Commissioner White stated on his ballot: No criterium met.

The Hattiesburg Planning Commission voted to **DENY** Item A, as amended to correct name.

Item B request:

Comments Written on Ballots:

1. Commissioner White stated on his ballot: No criterium met.

The Hattiesburg Planning Commission voted to **DENY** Item B, as amended to correct name.

Lamar Advertising

We oppose this request and ask that the Planning Commission deny it.

CONCERN 1: It took 5 ½ years to create and put this ordinance in place.

- Planning Commission approved the ordinance on September 7th
- City Council approved the ordinance on November 22nd

All companies were asked for their input and suggestions and at the end of the day, all sign companies and city officials agreed on the language (including Brown Media).

- Their actual response was “Brown Media is fine with the requirements”
- Now, only 3 months after the ordinance went into effect, you are being asked to disregard it and say that it doesn’t matter.

If this variance is granted it will open the floodgates for similar variances. Not only for digital billboards, but also for static billboards as well.

- If you approve this request...how can you deny others?

CONCERN 2: The rules should apply to everyone.

Lamar Has 2 permits to convert existing static billboards to digital. In both cases we are being forced to remove a structure because **it does not meet the spacing requirements.**

STRUCTURE	SPACING	REVENUE	REMOVAL COST
#1 – 26 years	822ft	\$18,500	\$7,000
#2 – 20 years	564ft	\$5,600	\$4,000
		\$24,100	\$11,000

- It will cost Lamar over \$35,000 in the first year because we are following the spacing requirements in the ordinance that are now in force.

- If we are required to follow the new regulations – everyone should.

CONCERN 3: Throughout all the talks and discussions to put this ordinance together, the spacing between boards was always one of the most important concerns.

We think it would send the wrong message to ignore that concern and grant this variance on spacing.

Exhibit "B"

PLANNING COMMISSION

March 7, 2012

ITEM A & B

PROPERTY ADDRESS:

6817 U. S. Highway 49

Parcel: 53-1064-37

PPIN: 27588

Ward: 1

PETITIONER:

Keri Galey on behalf of Brown Bottling Group, owners

REQUEST: Use Permit Upon Review for a "Billboard-Digital New "

PREVIOUS PLANNING COMMISSION OR BOA ACTION ON SURROUNDING PROPERTY: None

SPECIAL DISTRICTS:

Flood District: X (Non Special Flood Hazard Area)

Historic District: N/A

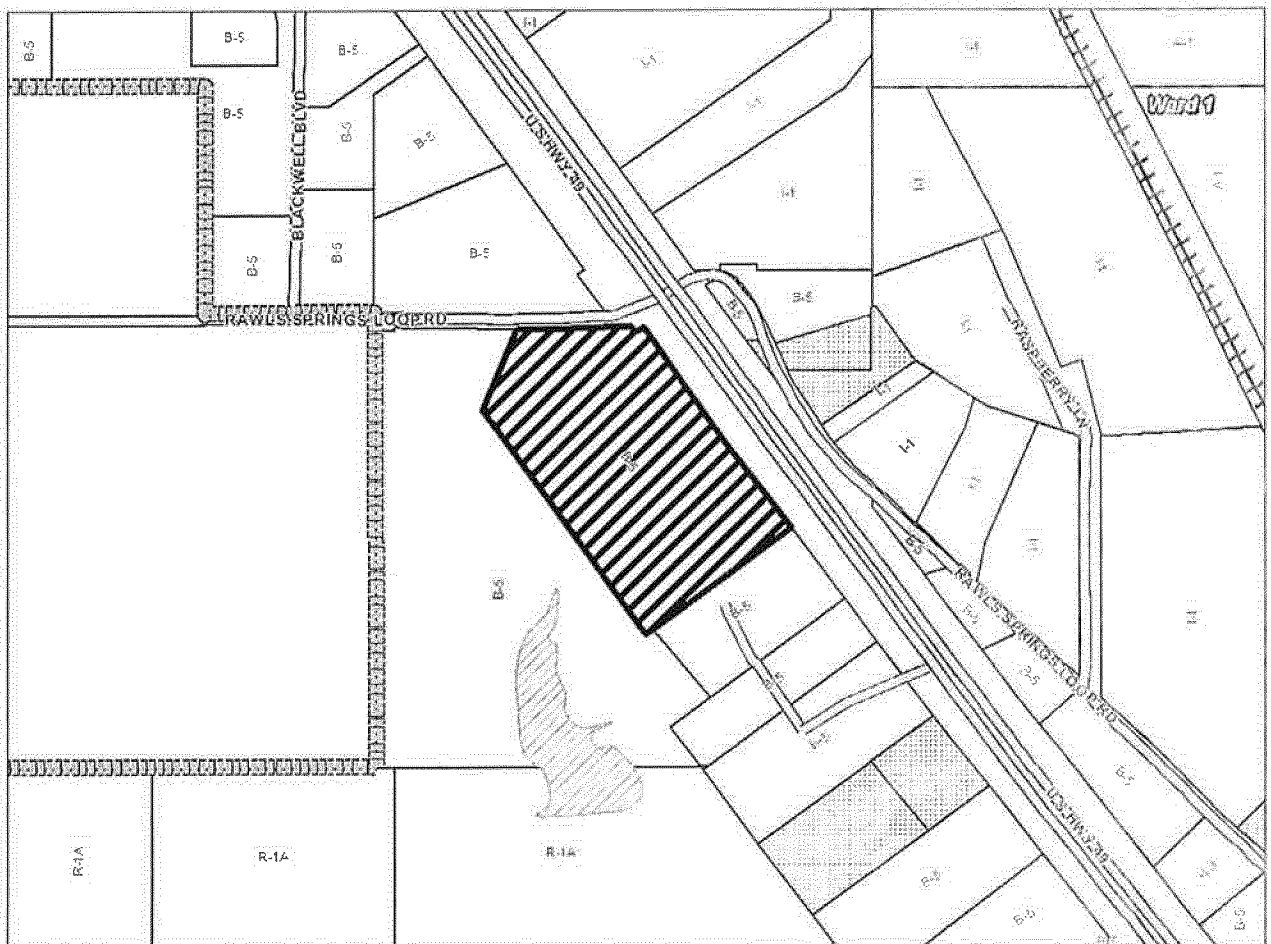
Other: N/A

SITE PLAN REVIEW COMMITTEE ACTION:

Project No. 1-12-269 was reviewed on 1/6/12.

No issues from SPRC, except need for Use Permit and variance for distance.

PENDING HISTORIC CONSERVATION COMMISSION ACTION: N/A



PLANNING COMMISSION**March 7, 2012****ITEM B****PROPERTY ADDRESS:**

6817 U. S. Highway 49

ZONING: B-5 (Regional Business) District**REQUESTED ACTION:**⇒ To allow Billboard-Digital New in a
Regional Business Corridors**APPLICABLE LAND DEVELOPMENT CODE
REGULATIONS:**

-Article 5, Section 95.10 (3.1)

ADJACENT ZONING AND LAND USES:NORTH: B-5 (Regional Business) District; and is
undevelopedSOUTH: B-5 (Regional Business) District;
Penske LeasingEAST: B-5 (Regional Business) District;
currently vacant across Highway 49WEST: B-5 (Regional Business) District;
currently vacant**FUTURE LAND USE MAP DESIGNATION:**The Future Land Use Map depicts this area as a
Regional Business Corridor and this District is
primarily a non-residential district located
along major arterial streets and highways.**PHYSICAL SITE CHARACTERISTICS:**This lot is an unimproved with an area of
approximately 3.27 acres.**STREETS AND TRAFFIC:**The subject property is located on the west side
of Highway 49 between Classic Drive and Rawls
Springs Loop.**PUBLIC UTILITIES:**

Water: City

Sewer: City

Electricity: Mississippi Power

PARKING AND ACCESS:The main access to this property is from Brown
Bottling parking lot off Highway 49**CHARACTER OF THE NEIGHBORHOOD:**This property is adjacent to an established
business located adjacent to a heavily traveled
commercial corridor.**USE PERMIT) FINDINGS REQUIRED:**

- A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- B. The need to preserve and encourage the stability of the Hattiesburg business community.
- C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- D. The need to conserve and protect Hattiesburg's physical infrastructure.
- E. The public need for the proposed use, as opposed to the private interest of an individual.



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

February 29, 2012

Keri Galey

P. O. Box 1316

Ridgeland, MS 39158-1316

RE: Use Permit Upon Review for a "digital billboard" and Variance request for certain property located at 6817 U.S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1).

Dear Ms. Galey:

Attached is a copy of the Public Notice and other information pertaining to your Public Hearing before the Hattiesburg Planning Commission. You or your representative must attend the hearing on February 1, 2012 at 1:00 PM in the dining room of the Jackie Dole Community Center, 220 West Front Street in Downtown Hattiesburg. If an unavoidable hardship prevents your attending the Public Hearing, please notify us as soon as possible prior to the Public Hearing. The Planning Commission may consider tabling the petition until a later date if you or your representative is unable to attend.

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

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

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

Please call the Department of Urban Development at 545-4599 if you have any questions.

Sincerely,

Tamika A. Paige
Tamika A. Paige
Office Manager

Enclosure

cc: Brown Bottling Media Group, P. O. Box 1316, Ridgeland, MS

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ -

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Sent To
Keri Galey
Street, Apt. No.,
or PO Box No. *P.O. Box 1316*
City, State, ZIP+4[®] *Ridgeland, MS 39158-1316*
PS Form 3800, August 2006 See Reverse for Instructions

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)

HATTIESBURG, MS 39403-1898

Department of Urban Development

(601) 545-4591 or 545-4599 or FAX (601) 545-1962

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

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

FOR VARIANCE ONLY:

Check all appropriate variance types:

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

Land Development Code Article No. _____

Section _____

Article No. _____

Section _____

Article No. _____

Section _____

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

Check Applicable Type:

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

Land Development Code Article No. _____

Section _____

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

Existing Zoning: _____

Proposed Zoning: _____

Site Plan Pre- Application / Public Hearing Contact Information Form

City of Hattiesburg - Planning Department

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

Site Plan Pre-Application Date: [Click here to enter a date.](#)

Planner:

Today's Date: [Click here to enter a date.](#) January 25, 2012

Project Name: Brown Media Group

Proposed Use(s): Digital Billboard

Project Street Address: 6817 U.S. Highway

PPIN Number(s) (If unknown, can be found on tax receipt): 27588

Parcel Number(s): 53-1064-37

Flood Zone(s): X - non flood

Historic District(s): N/A

Zoning District(s): B-5

Proposed Cost of the Project: \$ 400,000

Project Representative Information

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

Architect ☐ Engineer ☐ Other (Specify):

Name: Keri Galey

Company Name: Brown Media Group

Phone: 601.397.1310

Fax: 601.607.0377

Email: kgaley@brownmediagroup.net

Mailing Address: P. O. Box 1316, Ridgeland, MS 39158-1316

Name:

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

Bill Brown

Brown Media Group

Phone: 601.607.0303

Fax: 601.607.0377

Email: bbrown@browngroup.net

Mailing Address: P. O. Box 1316, Ridgeland, MS 39158-1316

Name:

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

Phone:

Fax:

Email:

Mailing Address:

Staff will complete zoning, please provide names/types of businesses, apartments, residences or each side of subject property:

ADJACENT PROPERTY ZONING CLASSIFICATION AND CURRENT USE (mark appropriate response{s}):

Property to the NORTH:

Current Zoning Classification B-5

Current use (Example: school, church, store): undeveloped

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the SOUTH:

Current Zoning Classification B-5

Current use (Example: school, church, store): Penske Leasing

☐ Residential ☒ Commercial ☐ Industrial ☐ Vacant

Property to the ^{West} EAST:

Current Zoning Classification B-5

Current use (Example: school, church, store): Vacant

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Property to the ^{East} WEST:

Current Zoning Classification B-5

Current use (Example: school, church, store): Hwy 49 N + S

☐ Residential ☐ Commercial ☐ Industrial ☐ Vacant

Staff Information – do not complete:

BUFFER REQUIREMENTS (If Needed) A landscaped buffer/open space along and between adjacent properties will be provided as follows:

NORTH

SOUTH

EAST

WEST

N/A

Please provide the following additional site and location information for this project:

Lot Frontage: 195.06 Linear Feet

Lot Depth: 470.00 Linear Feet

Square Footage and/or Acres of total project area vs. disturbed area (if different):

Total Project Area: 3.27 Acres Disturbed area: N/A

Existing Structure or Unimproved? Unimproved

Number of existing buildings? None

Use of buildings: ☐ Apartments ☐ Church / School ☒ Commercial
☐ Industrial ☐ Residential

Physical Characteristics:

Land Use History:

This property is located on the West side
(North/South/East/West)

of Hwy 49 and lies between
(Street Name)

Classic Dr. and Rawls Springs Loop
(Street Name) (Street Name)

Are there any Land Use Code violations on file on this property with the City? No

If yes, please explain:

Use Permit upon Review for Digital Billboard, New (3 pages)

1. Billboard Type: ☒ New (limited to B-5, I-1 and I-2 Districts)
(see Digital Billboard, Replacement Form for a replacement billboard)
2. Located in ☒ Regional Corridor or ☐ Commercial Corridor
3. Specific Corridor locations (check applicable):

REGIONAL:

- ☒ U.S. Highway 49: From Northern city limit southward to intersection with Old Highway 42;
☐ U.S. Highway 49: From intersection at Edwards Street and Elk's Lake Road south to southern city limit;
☐ Old Highway 42: From intersection at U.S. Highway 49 to Main Street;
☐ U.S. Highway 98: From Western city limit eastward to intersection with Interstate 59;
☐ U.S. Highway 98: From Eastern city limit westward to intersection with Interstate 59;
☐ Interstate 59

COMMERCIAL:

- ☐ U.S. Highway 49: From intersection at Old Highway 42 southward to intersection with Edwards Street.
☐ Old Highway 42: From intersection at Main Street eastward to city limit.
☐ Broadway Drive: From intersection at West Pine Street southwesterly to intersection with U.S. Highway 49.
☐ Hardy Street: From intersection at Interstate 59 eastward to intersection with U.S. Highway 49.
☐ Bouie Street: From intersection at Old Highway 42 south to intersection with East 4th Street.
☐ James Street (north): From the intersection at Edwards Street south to intersection with J. M. Tatum Industrial Drive.
☐ WSF Tatum Boulevard: From U.S. Highway 11 to U.S. Highway 49.

4. Area and Setback Regulations for a NEW Digital Billboard:

Billboard-Digital New			
Area and Setback Regulations	Regional Business Corridors	Community Business Corridors	PROVIDE INFO SPECIFIC TO PROPOSED SIGN
1. Primary Structure	Yes	Yes	Yes
2. Spacing between Digital Billboards	Minimum 1,000 linear feet measured radially	Minimum 2,500 linear feet measured radially	N/A
3. Spacing between Digital Billboards and Static Billboards	Minimum 1,000 linear feet measured radially	Minimum 1,250 linear feet measured radially	Proposed sign is 625 ft. from static billboard on opposite side of highway

4. Distance from residentially zoned districts	Minimum 100 linear feet (Measured from leading edge of billboard)	Minimum 250 linear feet (Measured from leading edge of billboard)	over 1/2 mile estimate
5. Face Area	Maximum 400 square feet	Maximum 230 square feet	400 feet
6. Face Width	Maximum 40 feet	Maximum 23 feet	40 feet
7. Face Height	Maximum 10 feet	Maximum 10 feet	10 feet
8. Structure Height	Maximum 35 feet	Maximum 21 feet	35 feet
9. Clearance above ground	Minimum 10 feet	Minimum 10 feet	25 feet
10. Front Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)	25 feet
11. Side Setback	Minimum 15/15 feet (Measured from leading edge of billboard)	Minimum 15/15 feet (Measured from leading edge of billboard)	estimates N - 125 feet S - 75 feet
12. Rear Setback	Minimum 25 feet (Measured from leading edge of billboard)	Minimum 25 feet (Measured from leading edge of billboard)	estimate 200 - 300 feet
13. Static display time for each message	Minimum eight (8) seconds.	Minimum eight (8) seconds.	8 seconds
14. Off time for each message change	Maximum two (2) seconds	Maximum two (2) seconds	2 seconds

I attest to compliance with each initialed box below:

5. ☒ KG Movement: The image will change instantaneously as seen by the human eye, and shall not use blinking, fading, rolling, shading, dissolving, or similar effects as part of the change.
6. ☒ KG Light levels: All digital billboards shall be equipped with light sensing devices or a scheduled dimming timer that will automatically dim the intensity of the light emitted by the sign during ambient low-light conditions and at night so that the sign does not exceed the maximum brightness levels allowed in this section.
7. ☒ KG Maximum brightness shall not exceed five thousand (5,000) nits when measured from the sign's face at its maximum brightness during daylight hours and shall not exceed five hundred (500) nits when measured from the sign's face at its maximum brightness at night.
8. ☐ If such sign is located within one hundred (100) feet of a property with residential zoning, the sign must be oriented such that no portion of the electronic sign face is visible from a residentially-zoned property or the brightness is reduced to no more than two hundred fifty (250) nits at night. Distance from a residential zoning is: N/A KG.

9. ☒ ^{KG} Malfunctions: Any malfunction shall be repaired or disconnected within 48 hours by the owner or operator of such billboard.

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

- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☒ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

The proposed new digital billboard will enhance the economic development
of businesses in Hattiesburg and the surrounding area by promoting the
identity of local and area businesses, as well as the goods and services
provided, to area residents and visitors to our community.

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE OWNER(S) OF THE SUBJECT PROPERTY

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

6817 Highway 49 South, Hattiesburg, MS 39402

Street Address

City

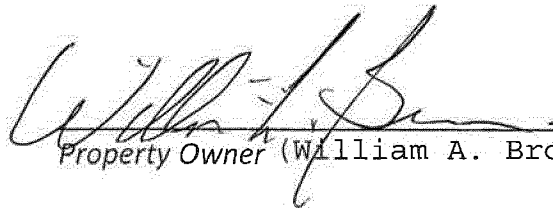
State

on this the 23rd day of January, 20 12

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

Keri Galey

on this the 23rd day of January, 20 12


Property Owner (William A. Brown)

Property Owner

STATE OF

MS

COUNTY OF

Madison

Personally came and appeared before me, the within named

William A. Brown

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the

23rd

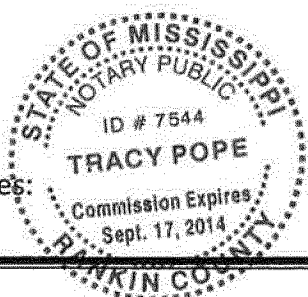
day of

January

20 12


NOTARY PUBLIC

My Commission Expires:



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, and to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridors shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), said property being more particularly described as follows, to-wit:

A part of the Southwest ¼ of the Southeast ¼ of Section 25, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Southeast Corner of the said Southwest ¼ of the Southeast ¼, thence run N00°17'24"E along the said East Line of the said Southwest ¼ of the Southeast ¼ for 405.22 feet to a Point on the Southwestern Right of Way Line of U.S. Highway No. 49, thence run N35°50'30"W along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 900.00 feet to the Point of Beginning (POB3); thence run S53°55'00"W for 470.00 feet, thence run N35°50'30"W for 259.09 feet, thence run N22°05'10"E for 254.95 feet to the North Line of the said Southwest ¼ of the Southeast ¼, thence run S89°30'20"E along the said North Line of the Southwest ¼ of the Southeast ¼ for 292.65 feet to the Southwestern Right of Way Line of U.S. Highway No. 49 for 195.06', thence run N54°48'35"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 24.78 feet, thence run S35°50'30"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 23.86 feet to the Point of Beginning (POB3), comprising 3.27 Acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish (1) Saturday, February 18, 2012
City of Hattiesburg
Return PROOF to City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0606

File ID: 2012-0606

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: March 2012 Budget Amendments

Final Action: 03/20/2012

Minute Book Number: MB 2012-1/82-83

Title:

Adopt the March 20, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012; establish a new fund to record TIF debt service; establish a new fund to record revenue bond proceeds; and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:

Enactment Date:

Attachments: March 2012 Budget Amendments, executed March 2012 Budget Amendments Res 2012-16

Enactment Number:

Contact: Connie Everett

Meeting Date: 03/20/2012

Drafter: Connie Everett

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Adopt the March 20, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012; establish a new fund to record TIF debt service; establish a new fund to record revenue bond proceeds; and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0606

Title

Adopt the March 20, 2012 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2012; establish a new fund to record TIF debt service; establish a new fund to record revenue bond proceeds; and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO : *Mayor DuPree; Members of City Council*
FROM : *Connie Everett, CFO* 
DATE : *March 20, 2012*
SUBJECT : *Proposed budget amendments*

Below is an analysis of proposed amendments to the FY 2012 budget. The **General Fund** amendments will be presented as an adjustment to the budgeted ending cash.

Budgeted Ending Cash		\$2,136,592
Revenue Adjustments:		
Federal grants	139,840	
State Grants	86,869	
City/County Shared Revenue	10,000	
Public Safety-CSI unit agreements	25,000	
Miscellaneous Revenue	30,000	
Adjustment to Beginning Fund Balance	356,007	
Expenditure Adjustments:		
City Council-registration fees	-874	
City Court-grant adjustments; move positions to		
Police	-182,070	
Mayor/Admin-fuel costs	-900	
Information Systems-fuel costs, vehicle purchase	-17,750	
Federal Programs-fuel costs	-750	
Ins./Other Services-Gordon's Creek study	-50,000	
Police-fuel costs, grant adjustments; move positions		
From Court	-13,810	
Police/Fire Training-grant adjustments	-46,118	
Fire-fuel costs, grant adjustments	-101,164	
Code Enforcement-move position from Sanitation	-19,411	
Contractual Services-grant adjustments	-61,445	
Traffic-fuel costs	-4,000	
Streets-fuel costs, depot generator, road-side		
Spraying	-31,000	
Shop-fuel and utilities costs	-12,600	
GOFS-testing on fuel tanks & monitoring system	-6,280	
Construction-grant adjustment	-255	
Sanitation-move position, fuel costs, vehicle maint.	-25,589	
Health-fuel costs	-7,000	
Animal Control-fuel costs, veterinarian fees	-6,500	
Airport-fuel costs	-4,500	
Parking-fuel costs	-700	
Transfers-fuel costs for Parks & Recreation	-30,000	
Transfers-fuel costs for Mass Transit	-25,000	
Budgeted Ending Cash, as Adjusted		\$2,136,592

Memorandum
March 12, 2012
Page 2

The proposed amendments for the General Fund represent a net increase to the expenditure budget of \$647,716.

Proposed amendments for other budgeted funds are as follows:

Parks & Recreation – increase budget for fuel costs and receipt of funds from county for additional contribution to Dixie Youth	\$84,000
Water & Sewer Operation & Maintenance – adjust revenue projection and increase transfer to cover contracted water & sewer repairs	\$440,350
Water & Sewer Fund – adjust revenue projection and increase transfers to Water & Sewer Operation & Maintenance and Water & Sewer Bond & Interest	\$605,000
Police Forfeitures Fund – budget revenue received from seizures and D.A.R.E. program	\$30,596
Series 2011 TIF Bond & Interest (Kohl's) Fund – budget debt service	\$91,100
Mass Transit Fund – fuel costs	\$29,000
Water & Sewer Construction Fund – adjust grant amounts and related project costs	\$314,244
Community Centers Fund – fuel costs	\$4,200
CDBG Fund – adjust grant amounts	-\$20,386
MDB Capital Projects Fund – adjust project budgets and grant amounts	-\$264,835
Series 2012 Water & Sewer Bond Construction Fund – establish fund to record bond proceeds and budget for construction projects	\$12,500,000

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

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

THE GENERAL FUND EXPENDITURE BUDGETS:

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

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

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

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

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

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

	Original FY 2012 Budgets	November Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed March Amend'ts	Amended Budgets
Total - Street Cleaning	\$314,678	\$0	\$314,678	\$0	\$314,678	\$0	\$314,678	0	\$314,678
Health									
Personnel	\$415,849		\$415,849		\$415,849		\$415,849		\$415,849
Supplies & Expenses	129,900		129,900		129,900		129,900	7,000	136,900
Other Services & Charges	8,650		8,650		8,650		8,650		8,650
Capital Outlays	0		0		0		0		0
Total - Health	\$554,399	\$0	\$554,399	\$0	\$554,399	\$0	\$554,399	7,000	\$561,399
Recap - Public Services:									
Personnel	\$5,690,005	\$1,100	\$5,691,105	\$2,060	\$5,693,165	\$0	\$5,693,165	-19,411	\$5,673,754
Supplies & Expenses	\$1,253,623	19,826	1,273,449	5,000	\$1,278,449	0	1,278,449	49,600	1,328,049
Other Services & Charges	\$3,143,855	0	3,143,855	-21,000	\$3,122,855	0	3,122,855	56,780	3,179,635
Capital Outlays	\$862,218	245	862,463	16,000	\$878,463	0	878,463	-245	878,218
Total - Public Services	\$10,949,701	\$21,171	\$10,970,872	\$2,060	\$10,972,932	\$0	\$10,972,932	86,724	\$11,059,656
Animal Control									
Personnel	\$120,460		\$120,460		\$120,460		\$120,460		\$120,460
Supplies & Expenses	17,050		17,050		17,050		17,050	4,500	21,550
Other Services & Charges	116,113		116,113		116,113		116,113	2,000	118,113
Capital Outlays	23,000		23,000		23,000		23,000		23,000
Total - Animal Control	\$276,623	\$0	\$276,623	\$0	\$276,623	\$0	\$276,623	6,500	\$283,123
Human/Social Assist.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		0		0		0
Other Services & Charges	150,000		150,000		150,000		150,000		150,000
Capital Outlays			0		0		0		0
Total - Human/Social Assist.	\$150,000	\$0	\$150,000	\$0	\$150,000		\$150,000	0	\$150,000
Economic Dev.									
Personnel			\$0		\$0		\$0		\$0
Supplies & Expenses			0		0		0		0
Other Services & Charges	160,000		160,000		160,000	\$2,000,000	2,160,000		2,160,000
Capital Outlays			0		0		0		0
Total - Economic Dev.	\$160,000	\$0	\$160,000	\$0	\$160,000		\$2,160,000	0	\$2,160,000
Debt Service									
Principal	\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125		\$1,521,125
Interest	221,160		221,160		221,160		221,160		221,160
Total Debt Service	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285	\$0	\$1,742,285	0	\$1,742,285
Airport									
Personnel	\$93,780		\$93,780		\$93,780		\$93,780		\$93,780
Supplies & Expenses	54,029		54,029		54,029		54,029	4,500	58,529
Other Services & Charges	73,603	270	73,873		73,873		73,873		73,873
Capital Outlays	0		0		0		0		0
Total - Airport	\$221,412	\$270	\$221,682	\$0	\$221,682	\$0	\$221,682	4,500	\$226,182
Cemetery									
Personnel	\$592,288		\$592,288		\$592,288		\$592,288		\$592,288
Supplies & Expenses	84,100		84,100		84,100		84,100		84,100
Other Services & Charges	51,350	1,266	52,616		52,616		52,616		52,616
Capital Outlays	276,000		276,000		276,000		276,000		276,000
Total - Cemetery	\$1,003,738	\$1,266	\$1,005,004	\$0	\$1,005,004	\$0	\$1,005,004	0	\$1,005,004
Parking Garages									
Personnel	\$181,765		\$181,765		\$181,765		\$181,765		\$181,765
Supplies & Expenses	6,550		6,550		6,550		6,550	700	7,250
Other Services & Charges	120,902	30,000	150,902		150,902		150,902		150,902
Capital Outlays	28,020		28,020		28,020		28,020		28,020
Total - Parking Garages	\$337,237	\$30,000	\$367,237	\$0	\$367,237	\$0	\$367,237	700	\$367,937
Transfers to Other Funds	\$3,486,816	46,000	\$3,532,816	174,000	\$3,706,816		\$3,706,816	55,000	\$3,761,816
EXPENDITURES & TRANSFERS	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$0	\$48,947,809	\$647,716	\$49,595,525
Recap - General Fund									
Personnel	\$26,458,391	\$1,100	\$26,459,491	\$9,766	\$26,469,257	\$0	\$26,469,257	-1,934	\$26,467,323
Supplies & Expenses	2,771,353	70,288	2,841,641	19,097	2,860,738	0	2,860,738	91,151	2,951,889
Other Services & Charges	9,034,479	115,553	9,150,032	68,340	9,218,372	2,000,000	11,218,372	398,810	11,617,182
Capital Outlays	2,772,113	266,659	3,038,772	-88,431	2,950,341	0	2,950,341	104,689	3,055,030
Principal Payments	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125	0	1,521,125
Interest Payments	221,160	0	221,160	0	221,160	0	221,160	0	221,160
Total - Gen. Fund Cost Centers	\$42,778,621	\$453,600	\$43,232,221	\$8,772	\$43,240,993	\$2,000,000	\$45,240,993	592,716	\$45,833,709
Transfers to Other Funds	3,486,816	46,000	3,532,816	174,000	3,706,816	0	3,706,816	55,000	3,761,816
Total - Expenditures & Transfers	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$2,000,000	\$48,947,809	\$647,716	\$49,595,525
Ending Cash Budget	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592	\$0	\$2,136,592

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

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

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

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Interest Payments	0	0	0	0	\$0	0	0	0	0
Total - Water & Sewer O & M Fu	\$7,489,152	\$617,536	\$8,106,688	\$0	\$8,106,688	\$0	\$8,106,688	\$440,350	\$8,547,038

Water & Sewer Bond & Int. (Fund #10):

Principal Payments	\$1,535,000		\$1,535,000		\$1,535,000		\$1,535,000		\$1,535,000
Interest Payments	\$880,564		\$880,564		\$880,564		\$880,564		\$880,564
Paying Agent Fees	\$2,500		\$2,500		\$2,500		\$2,500		\$2,500
Total - W & S Bond & Int. Fund	\$2,418,064	\$0	\$2,418,064	\$0	\$2,418,064	0	\$2,418,064	\$0	\$2,418,064

Water & Sewer Revenue (Fund #11):

Principal Payments	\$403,044		\$403,044		\$403,044		\$403,044		\$403,044
Interest Payments	98,216		98,216		\$98,216		98,216		98,216
other services & charges	22,400		22,400		\$22,400		22,400		22,400
Transfers to other funds	11,113,140		11,113,140		\$11,113,140		11,113,140	605,000	11,718,140
Total - W & S Revenue Fund	\$11,636,800	\$0	\$11,636,800	\$0	\$11,636,800	0	\$11,636,800	\$605,000	\$12,241,800

1999 Tax Increment (Walmart) Bond & Int (Fund #12):

Principal Payments	\$50,000		\$50,000		\$50,000		\$50,000		\$50,000
Interest Payments	11,750		11,750		\$11,750		11,750		11,750
Paying Agent Fees	2,000		2,000		\$2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	\$63,750	0	\$63,750	0	\$63,750	0	\$63,750	\$0	\$63,750

City Bond & Interest (Fund #13):

Principal Payments	\$3,489,600		\$3,489,600		\$3,489,600		\$3,489,600		\$3,489,600
Interest Payments	753,020		753,020		\$753,020		753,020		753,020
Other Services & Charges	205,019		205,019		\$205,019		205,019		205,019
Paying Agent Fees	18,000		18,000		\$18,000		18,000		18,000
Total - 1999 TIF Bond & Int Fund	\$4,465,639	\$0	\$4,465,639	\$0	\$4,465,639	\$0	\$4,465,639	\$0	\$4,465,639

USA Yeast Bond & Interest (Fund #15):

Principal Payments	\$360,000	\$0	\$360,000		\$360,000		\$360,000		\$360,000
Interest Payments	44,700	0	44,700		\$44,700		44,700		44,700
other services & charges	5,000		5,000		\$5,000		5,000		5,000
Total - 1999 TIF Bond & Int Fund	\$409,700	0	\$409,700	0	\$409,700	0	\$409,700	0	\$409,700

Police Fines & Forfeitures (Fund #19):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	144,978		144,978		\$144,978		144,978	10,323	155,301
Other Services & Charges	35,000		35,000	-2,000	\$33,000		33,000		33,000
Capital Outlays	40,022	-28,028	11,994	2,000	\$13,994		13,994	20,273	34,267
Transfers	0		0		\$0		0		0
Total - Fines & Forf. Fund	\$220,000	-\$28,028	\$191,972	\$0	\$191,972	\$0	\$191,972	\$30,596	\$222,568

Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):

Principal Payments	\$85,000		\$85,000		\$85,000		\$85,000		\$85,000
Interest Payments	7,438		7,438		\$7,438		7,438		7,438
other services & charges	1,250		1,250		\$1,250		1,250		1,250
Total - 1999 TIF Bond & Int Fund	\$93,688	0	\$93,688	0	\$93,688	0	\$93,688	0	\$93,688

Series 2004 TIF Bond & Int (Home Depot, Fund #21):

Principal Payments	\$75,000		\$75,000		\$75,000		\$75,000		\$75,000
Interest Payments	11,436		11,436		\$11,436		11,436		11,436
other services & charges	1,000		1,000		\$1,000		1,000		1,000
Total - 2004 TIF Bond & Int Fund	\$87,436	0	\$87,436	0	\$87,436	0	\$87,436	0	\$87,436

Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):

Principal Payments	\$90,000		\$90,000		\$90,000		\$90,000		\$90,000
Interest Payments	101,510		101,510		\$101,510		101,510		101,510
other services & charges	2,000		2,000		\$2,000		2,000		2,000
Transfers to other Funds	0		0		\$0		0		0
Total - 2003 TIF Bond & Int Fund	\$193,510	\$0	\$193,510	\$0	\$193,510	0	\$193,510	0	\$193,510

Series 2007 TIFBond & Int (Turtle Creek Fund 23):

Principal Payments	280,000		280,000		\$280,000		280,000		280,000
Interest Payments	159,263		159,263		\$159,263		159,263		159,263
Other Services & Charges	4,000		4,000		\$4,000		4,000		4,000
Total - 2007 TIF Bond & Int Fund	\$443,263		\$443,263		\$443,263	\$0	\$443,263	\$0	\$443,263

Series 2008 TIF Bond & Int (Lincoln Center Fund 24):

Principal Payments	\$35,000		35,000		\$35,000		35,000		35,000
Interest Payments	\$20,800		20,800		\$20,800		20,800		20,800
Other Services & Charges	\$1,000		1,000		\$1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	\$56,800	\$0	\$56,800	\$0	\$56,800	\$0	\$56,800	\$0	\$56,800

Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):

Principal Payments						0	\$75,000		75,000
Interest Payments						0	\$15,100		15,100
Other Services & Charges						0	\$1,000		1,000
Total - 2008 TIF Bond & Int Fund						\$0	\$0	\$91,100	\$91,100

Airport Imp. (Fund #39):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0		\$0		0		0
Capital Outlays	549,000	8,500	557,500	85,696	\$643,196		643,196		643,196
Total - Airport Imp. Fund	\$549,000	\$8,500	\$557,500	\$85,696	\$643,196	\$0	\$643,196	\$0	\$643,196

2009 Gen.Oblig.Refunding Bonds (Fund #50)

Bonds Redeemed			0		0		0		0
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CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2012

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

Municipal Road & Bridge (Fund #72):

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

Mass Transit (Fund #73):

Personnel	\$567,224	\$200	\$567,424		\$567,424		\$567,424		\$567,424
Supplies & Expenses	198,950	1,250	200,200	-14,000	\$186,200		186,200	29,000	215,200
Other Services & Charges	154,800	14,700	169,500	-5,500	\$164,000		164,000		164,000
Capital Outlays	1,015,411		1,015,411	-35,310	\$980,101		980,101		980,101
Total - Mass Transit Fund	\$1,936,385	\$16,150	\$1,952,535	-\$54,810	\$1,897,725	\$0	\$1,897,725	\$29,000	\$1,926,725

Water & Sewer Construction (Fund #75):

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	614,400		614,400	-144,000	\$470,400		470,400	-81,846	388,554
Capital Outlays	2,450,000	1,530,000	3,980,000	144,000	\$4,124,000		4,124,000	396,090	4,520,090
Total - W & S Construction Fund	\$3,064,400	\$1,530,000	\$4,594,400	\$0	\$4,594,400	\$0	\$4,594,400	\$314,244	\$4,908,644

Community Centers (Fund #77):

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

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

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

Community Dev. Block Grant (Fund #82):

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

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

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

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

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

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

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

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

Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		\$0		0		0
Other Services & Charges	0		0	59,500	\$59,500		59,500		59,500
Capital Outlays	0		0	655,500	\$655,500		655,500		655,500
Transfers	0	5	5		\$5		5		5
Total - Series 2004 Const. Fund	\$0	\$5	\$5	\$715,000	\$715,005	0	\$715,005	\$0	\$715,005

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

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

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

	Original FY 2012 Budgets	Nov./Dec. Amend'ts	Amended Budgets	January Amend'ts	Amended Budgets	February Amend'ts	Amended Budgets	Proposed March Amend'ts	Proposed Amended Budgets
Mississippi Dev. Bank Construction (Fund # 96):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges			0		0		0		0
Capital Outlays	2,773,575	-2,385	2,771,190		2,771,190		2,771,190	-264,835	2,506,355
Total - MDB Fund	\$2,773,575	-\$2,385	\$2,771,190	\$0	\$2,771,190	0	\$2,771,190	-\$264,835	\$2,506,355
Kamper Park Imp. (Fund #98):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0		0		0
Capital Outlays	325,000	-89,948	235,052		235,052		235,052		235,052
Total - Kamper Park Imp. Fund	\$325,000	-\$89,948	\$235,052	\$0	\$235,052	0	\$235,052	\$0	\$235,052
Series 2010 Water & Sewer G.O. Constr. (Fund #99):									
Personnel									
Supplies & Expenses			0		0		0		0
Other Services & Charges									
Capital Outlay	\$5,879,000	\$357,632	6,236,632		\$6,236,632		6,236,632		6,236,632
Total - Series 2010 Constr.	\$5,879,000	\$357,632	\$6,236,632	\$0	\$6,236,632		\$6,236,632		\$6,236,632
Series 2012 Water & Sewer Const. (Fund #94):									
Personnel	\$0		\$0		\$0		\$0		\$0
Supplies & Expenses	0		0		0		0		0
Other Services & Charges	0		0		0		0	169,406	169,406
Capital Outlays			0	0	0		0	11,939,566	11,939,566
Transfers Out	0		0		0		0	391,028	391,028
Total - Series 2012 Const.	\$0	\$0	\$0	\$0	\$0	0	\$0	\$12,500,000	\$12,500,000
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND									
	\$58,675,316	\$3,117,140	\$61,792,456	\$771,886	\$62,564,342	\$0	\$62,564,342	\$13,813,269	\$76,377,611
General Fund									
	\$46,265,437	\$499,600	\$46,765,037	\$182,772	\$46,947,809	\$2,000,000	\$48,947,809	\$647,716	\$49,595,525
TOTAL EXPENDITURES & TRANS	\$104,940,753	\$3,616,740	\$108,557,493	\$954,658	\$109,512,151	\$2,000,000	\$111,512,151	\$14,460,985	\$125,973,136
Less: Interfund Transfers	-14,679,956	-46,005	-14,725,961	-174,000	-14,899,961	0	-14,899,961	-1,051,028	-15,950,989
TOTAL EXPENDITURES	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$2,000,000	\$96,612,190	\$13,409,957	\$110,022,147
Recap of City-Wide Expenditure Budgets:									
Personnel	\$31,617,517	\$2,800	\$31,620,317	\$9,766	\$31,630,083	\$0	\$31,630,083	-\$1,934	\$31,628,149
Supplies & Expenses	\$4,655,846	\$145,736	\$4,801,582	\$5,097	\$4,806,679	\$0	\$4,806,679	\$224,690	\$5,031,369
Other Services & Charges	\$17,450,799	\$800,165	\$18,250,964	-\$8,660	\$18,242,304	\$2,000,000	\$20,242,304	\$925,704	\$21,167,008
Capital Outlays	\$26,100,937	\$2,622,034	\$28,722,971	\$774,455	\$29,497,426	\$0	\$29,497,426	\$12,171,397	\$41,669,823
Principal Payments	8,092,186	0	8,092,186	0	8,092,186	0	8,092,186	75,000	8,167,186
Interest Payments	2,343,512	0	2,343,512	0	2,343,512	0	2,343,512	15,100	2,358,612
Total Expenditure Budgets	\$90,260,797	\$3,570,735	\$93,831,532	\$780,658	\$94,612,190	\$2,000,000	\$96,612,190	\$13,409,957	\$110,022,147

RESOLUTION

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

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

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Government Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,840,748	\$331,537	\$3,172,285	Adjust budget for grant expenditures

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Police & Fire Training Other Services & charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$132,512	\$58,751	\$191,263	Adjust budget for grant allocation

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$58,000	\$88,164	\$146,164	Adjust budget for grant allocation

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Animal Control Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 17,050	\$4,500	\$21,550	Increase budget for fuel costs

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 6,550	\$700	\$7,250	Increase budget for fuel costs

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 862,918	\$115,040	\$977,958	Increase budget for fuel costs

Section 7. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Operation & Maintenance Fund Other Services & Charges
Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 3,409,405	\$911,346	\$4,320,751	Increase budget for water & sewer line repairs well closure

Section 8. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$11,113,140	\$605,000	\$11,718,140	Adjust transfer based on evaluation of revenue received to date

Section 9. That the following budget amendments are hereby authorized to be made in
the City's Series 2011 TIF Bond & Interest Fund Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$75,000	\$75,000	Establish budget for debt service

Section 10. That the following budget amendments are hereby authorized to be made in
the City's Series 2011 TIF Bond & Interest Fund Interest Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$15,100	\$15,100	Establish budget for debt service

Section 11. That the following budget amendments are hereby authorized to be made in
the City's Series 2011 TIF Bond & Interest Fund Other Services & Charges Unappropriated

Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$1,000	\$1,000	Establish budget for debt service

Section 12. That the following budget amendments are hereby authorized to be made in
the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,450,000	\$2,070,090	\$4,520,090	Adjust grant allocations for budgeted capital projects

Section 13. That the following budget amendments are hereby authorized to be made in
the City's Series 2012 Water & Sewer Bond Construction Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$169,406	\$169,406	Establish fund and budget for issuance costs for 2012 Water & Sewer Revenue Bonds

Section 14. That the following budget amendments are hereby authorized to be made in
the City's Series 2012 Water & Sewer Bond Construction Capital Outlay Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$11,939,566	\$11,939,566	Establish fund and budget for capital projects for 2012 Water & Sewer Revenue Bonds

Section 15. That the following budget amendments are hereby authorized to be made in
the City's Series 2012 Water & Sewer Bond Construction Transfers Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$391,028	\$391,028	Establish fund and budget for capitalized interest to be transferred to debt service for 2012 Water & Sewer Revenue Bonds

Section 16. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of March, 2012.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of March, 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

GENERAL FUND:

REVENUES & BEG. CASH:

Taxes - Other	\$24,000
Licenses & Permits	4,441,600
Inter-governmental Revenues:	
Federal Grants	3,259,469
State Grants	809,276
State-Shared Revenues	20,405,953
County Shared Revenues	147,000
Charges for Services:	
Public safety	190,000
Streets	11,130
Sanitation	2,220,000
Misc.	0
Fines & Forfeits	1,602,000
Miscellaneous	266,500
Transfers-In	665,840
Non-Revenue Receipts	2,326,000
Total From All Sources	
Other Than taxation	36,368,768
Beginning Cash and	
Investment Balance	3,563,349
Amount to be Raised by Tax Levy	11,800,000
TOTAL FROM ALL SOURCES	\$51,732,117

EXPENDITURES & ENDING CASH:

General Government:	
Personnel	3,747,625
Supplies & Expenses	203,801
Other services & Charges	3,222,285
Capital Outlays	412,707
Total - General Government	7,586,418
Police Dept.:	
Personnel	8,906,741
Supplies & Expenses	756,169
Other services & Charges	505,018
Capital Outlays	1,290,921
Total - Police Dept.	11,458,849
Police & Fire Training:	
Personnel	31,470
Supplies & Expenses	147,978
Other services & Charges	191,263
Capital Outlays	0
Total - Police & Fire Training	370,711
Fire Dept.:	
Personnel	6,439,574
Supplies & Expenses	310,766
Other services & Charges	305,460
Capital Outlays	146,164
Total - Fire Dept.	7,201,964
Land Development Administration:	
Personnel	519,866
Supplies & Expenses	33,697
Other services & Charges	58,572
Capital Outlays	0
Total - Land Dev. Admin.	612,135

Public Safety Contractual Services:	
Personnel	160,000
Other services & Charges	1,449,445
Total - Pub. Safety Cont. Serv.	<u>1,609,445</u>
Public Services:	
Personnel	5,673,754
Supplies & Expenses	1,328,049
Other services & Charges	3,179,635
Capital Outlays	878,218
Total - Public Services	<u>11,059,656</u>
Animal Control	
Personnel	120,460
Supplies & Expenses	21,550
Other services & Charges	118,113
Capital Outlays	23,000
Total - Animal Control	<u>283,123</u>
Human/Social	
Other services & Charges	150,000
Total - Human/Social	<u>150,000</u>
Economic Development	
Personnel	
Supplies & Expenses	
Other services & Charges	2,160,000
Capital Outlays	0
Total - Eco. Dev.	<u>2,160,000</u>
Debt Service:	
Principal Payments	1,521,125
Interest Payments	221,160
Total - Debt service	<u>1,742,285</u>
Airport	
Personnel	93,780
Supplies & Expenses	58,529
Other services & Charges	73,873
Capital Outlays	0
Total - Airport	<u>226,182</u>
Cemetery	
Personnel	592,288
Supplies & Expenses	84,100
Other services & Charges	52,616
Capital Outlays	276,000
Total - Cemetery	<u>1,005,004</u>
Parking Garages	
Personnel	181,765
Supplies & Expenses	7,250
Other services & Charges	150,902
Capital Outlays	28,020
Total - Parking Garages	<u>367,937</u>
Operating Transfers Out	<u>3,761,816</u>
Total Expenditures & Transfers	<u>49,595,525</u>
Ending Cash Balance	<u>\$2,136,592</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u><u>\$51,732,117</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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PARKS & RECREATION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$0
State Grants	0
County Shared Revenues	10,000
Misc. grants	0
Charges for Services:	
Culture & Recreation	44,200
Miscellaneous	86,200
Transfers-In	2,630,816
Non-Revenue Receipts	
Total From All Sources	
Other Than taxation	2,771,216
Beginning Cash and	
Investment Balance	133,418
Amount to be Raised by Tax Levy	800,000
TOTAL FROM ALL SOURCES	\$3,704,634

EXPENDITURES & ENDING CASH:

Culture & Recreation:	
Personnel	1,359,012
Supplies & Expenses	410,721
Other services & Charges	1,420,847
Capital Outlays	506,755
Total Expenditures	\$3,697,335
Cash balance at End of Year	7,299
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$3,704,634

CITY OF HATTIESBURG, MISSISSIPPI
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MUNICIPAL FIRE PROTECTION FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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***SPECIAL STREET
SPECIAL REVENUE FUND:***

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

EXPENDITURES & ENDING CASH:

Public Services:

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

CITY OF HATTIESBURG, MISSISSIPPI
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**WATER & SEWER OPERATION
AND MAINTENANCE FUND:**

REVENUES & BEG. CASH:

Charges for Services	\$18,000
Transfers-In	6,950,900
Miscellaneous	5,000
Non-Revenue Receipts	586,000
Total From All Sources	
Other Than taxation	7,559,900
Beginning Cash and Investment Balance	1,187,138
TOTAL FROM ALL SOURCES	\$8,747,038

EXPENDITURES & ENDING CASH:

Personnel	2,517,829
Supplies & Expenses	977,958
Other services & Charges	4,320,751
Capital Outlays	730,500
Lease Debt Service - Principal	0
Lease Debt Service - Interest	0
Total Expenditures	\$8,547,038
Cash balance at End of Year	200,000
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$8,747,038

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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**WATER & SEWER BOND
AND INTEREST FUND:**

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

Bonds Redeemed	1,535,000
Interest on Bonds	880,564
Paying Agent Fees	<u>2,500</u>
Total Expenditures	<u>2,418,064</u>
Cash balance at End of Year	<u>1,649,870</u>
TOTAL EXPENDITURES AND ENDING CASH BALANCE	<u>\$4,067,934</u>

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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WATER & SEWER ENTERPRISE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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**1999 TAX INCREMENT BOND & INTEREST
FUND (DEBT SERVICE FUND):**

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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CITY BOND & INTEREST
FUND (DEBT SERVICE FUND):

REVENUES & BEG. CASH:

County-Shared Revenues	\$82,314
Interest	2,000
Non-Revenue receipts	216,315
Transfers-In	519,664
Total From All Sources	
Other Than taxation	820,293
Beginning Cash and	
Investment Balance	3,529,542
Amount to be Raised by Tax Levy	2,800,000
TOTAL FROM ALL SOURCES	\$7,149,835

EXPENDITURES & ENDING CASH:

General Issues:	
Bonds Redeemed	3,489,600
Interest on Bonds	753,020
Other Services & Charges	205,019
Paying Agent Fees	18,000
Total Expenditures	\$4,465,639
Cash balance at End of Year	2,684,196
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$7,149,835

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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*Water & Sewer Bond & Interest
Fund (USA Yeast Project):*

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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FINES & FORFEITURES FUND:

REVENUES & BEG. CASH:

State grants	
Charges for Services	1,485
Fines & Forfeits	29,111
Miscellaneous	0
Non-Revenue Receipts	0
Total From All Sources	
Other Than taxation	30,596
Beginning Cash and	
Investment Balance	191,972
TOTAL FROM ALL SOURCES	\$222,568

EXPENDITURES & ENDING CASH:

Public Safety:	
Personnel	0
Supplies & Expenses	155,301
Other services & Charges	33,000
Capital Outlays	34,267
Transfers Out	
Total Expenditures	\$222,568
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$222,568

CITY OF HATTIESBURG, MISSISSIPPI
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SERIES 2002 TIF BOND & INTEREST
FUND (Southern Pointe Project):

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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SERIES 2004 TIF BOND & INTEREST
FUND (Home Depot Project):

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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SERIES 2003 TIF BOND & INTEREST
FUND (Chauvet Square Project):

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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SERIES 2007 TIF BOND & INTEREST
FUND (Turtle Creek):

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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**AIRPORT IMPROVEMENT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$691,572
State Shared Revenues	0
Miscellaneous	25,360
Transfers In	50,000
Non-Revenue Receipts	<u>0</u>
Total From All Sources	
Other Than taxation	<u>766,932</u>
Beginning Cash and	
Investment Balance	<u>(45,298)</u>
TOTAL FROM ALL SOURCES	<u><u>\$721,634</u></u>

EXPENDITURES & ENDING CASH:

Public Services:	
Other services & Charges	0
Capital Outlays	<u>643,196</u>
Total Expenditures	<u>\$643,196</u>
Cash balance at End of Year	<u>78,438</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$721,634</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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**MUNICIPAL ROAD & BRIDGE
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Inter-governmental Revenues:

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

EXPENDITURES & ENDING CASH:

Public Services:

Supplies & Expenses	170,400
Other services & Charges	1,411,500
Capital Outlays	6,032,700
Principal Payments	23,547
Interest Payments	6,438
Total Expenditures	\$7,644,585
Cash balance at End of Year	27,832
TOTAL EXPENDITURES AND ENDING CASH BALANCE	\$7,672,417

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

**MASS TRANSIT OPERATING
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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WATER & SEWER CONSTRUCTION FUND:

REVENUES & BEG. CASH:

Inter-governmental Revenues:	
Federal Grants	\$1,685,712
Miscellaneous	69,160
Transfers-In	1,300,000
Non-Revenue Receipts	313,731
Total From All Sources	
Other Than taxation	3,368,603
Beginning Cash and	
Investment Balance	1,540,041
TOTAL FROM ALL SOURCES	\$4,908,644

EXPENDITURES & ENDING CASH:

Other services & Charges	\$388,554
Capital Outlays	4,520,090
Total Expenditures	4,908,644
Cash balance at End of Year	0
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	\$4,908,644

CITY OF HATTIESBURG, MISSISSIPPI
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COMMUNITY CENTERS
SPECIAL REVENUE FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

CITY OF HATTIESBURG, MISSISSIPPI
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For the Fiscal Year Ending September 30, 2012

***SERIES 2009 (Water Meter Project) Bond
Construction Fund:***

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIAL REVENUE FUND:**

REVENUES & BEG. CASH:

Federal Grants	\$2,729,568
Transfers In	<u>0</u>
Total From All Sources	
Other Than taxation	<u>2,729,568</u>
Beginning Cash and	
Investment Balance	<u>2,065</u>
TOTAL FROM ALL SOURCES	<u><u>\$2,731,633</u></u>

EXPENDITURES & ENDING CASH:

Personnel	234,010
Supplies & Expenses	9,500
Other services & Charges	567,468
Capital Outlays	1,820,269
Transfers	<u>80,000</u>
Total Expenditures	<u>\$2,711,247</u>
Cash balance at End of Year	<u>20,386</u>
TOTAL EXPENDITURES AND	
ENDING CASH BALANCE	<u><u>\$2,731,633</u></u>

CITY OF HATTIESBURG, MISSISSIPPI
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BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
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***SERIES 2008 General Obligation Note (Downtown
Lighting) Construction Fund:***

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

**SERIES 2001 BOND
CONSTRUCTION FUND:**

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

MDB CAPITAL PROJECTS FUND:

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

**KAMPER PARK ZOO CAPITAL
IMPROVEMENTS FUND:**

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

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

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

REVENUES & BEG. CASH:

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

EXPENDITURES & ENDING CASH:

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

RESOLUTION

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

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

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

HATTIESBURG:

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

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

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,840,748	\$331,537	\$3,172,285	Adjust budget for grant expenditures

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

the City's General Fund Police & Fire Training Other Services & charges Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$132,512	\$58,751	\$191,263	Adjust budget for grant allocation

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$58,000	\$88,164	\$146,164	Adjust budget for grant allocation

Section 4. That the following budget amendments are hereby authorized to be made in

the City's General Fund Animal Control Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 17,050	\$4,500	\$21,550	Increase budget for fuel costs

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 6,550	\$700	\$7,250	Increase budget for fuel costs

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

the City's Water & Sewer Operation & Maintenance Fund Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 862,918	\$115,040	\$977,958	Increase budget for fuel costs

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

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

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ 3,409,405	\$911,346	\$4,320,751	Increase budget for water & sewer line repairs well closure

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

the City's Water & Sewer Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$11,113,140	\$605,000	\$11,718,140	Adjust transfer based on evaluation of revenue received to date

Section 9. That the following budget amendments are hereby authorized to be made in

the City's Series 2011 TIF Bond & Interest Fund Principal Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$75,000	\$75,000	Establish budget for debt service

Section 10. That the following budget amendments are hereby authorized to be made in

the City's Series 2011 TIF Bond & Interest Fund Interest Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$15,100	\$15,100	Establish budget for debt service

Section 11. That the following budget amendments are hereby authorized to be made in

the City's Series 2011 TIF Bond & Interest Fund Other Services & Charges Unappropriated

Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$1,000	\$1,000	Establish budget for debt service

Section 12. That the following budget amendments are hereby authorized to be made in

the City's Water & Sewer Construction Fund Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$2,450,000	\$2,070,090	\$4,520,090	Adjust grant allocations for budgeted capital projects

Section 13. That the following budget amendments are hereby authorized to be made in

the City's Series 2012 Water & Sewer Bond Construction Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$169,406	\$169,406	Establish fund and budget for issuance costs for 2012 Water & Sewer Revenue Bonds

Section 14. That the following budget amendments are hereby authorized to be made in

the City's Series 2012 Water & Sewer Bond Construction Capital Outlay Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$11,939,566	\$11,939,566	Establish fund and budget for capital projects for 2012 Water & Sewer Revenue Bonds

Section 15. That the following budget amendments are hereby authorized to be made in

the City's Series 2012 Water & Sewer Bond Construction Transfers Unappropriated Fund

Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$ -0-	\$391,028	\$391,028	Establish fund and budget for capitalized interest to be transferred to debt service for 2012 Water & Sewer Revenue Bonds

Section 16. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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

YEAS:	Bradley	NAYS:	None
	Delgado		
	Carroll		
	Ware		
	Naylor		

The President thereby declared the motion carried and the Resolution adopted, this the 20th day of March, 2012.

(S E A L)

ATTEST:

Diana H. Bernardo
CLERK OF COUNCIL

ADOPTED:

President
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of March, 2012.

ATTEST:

John P. Meyer
CITY CLERK

APPROVED:

Mayor
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0023

File ID: 2012-0023

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Adopt Resolutions 03-20-12 (16 Properties-
-140Chambliss Dr)

Final Action: 03/20/2012

Minute Book Number: MB 2012-1/83

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Adopt Resolutions Memo, March 19 2012 Public Hearing Dismissal, 140 Chambliss Dr. (Resolution 1) dismissed, Tatum Rd.167B-5400-001-114 (Resolution 2) dismissed, 1925 Fowler St. (Resolution 3) dismissed, 1210 Scott St. (Resolution 4), executed 1210 Scott Street (Resolution 4), 912A Dabbs St. (Resolution 5), executed 912 A Dabbs Street (Resolution 5), 99 Currie St. (Resolution 6), executed 99 Currie Street (Resolution 6), 509 Timothy Ln. (Resolution 7), executed 509 Timothy Lane (Resolution 7), 351 Emerson Dr. (Resolution 8), executed 351 Emerson Drive (Resolution 8), 604 Ronie St. (Resolution 9), executed 604 Ronie Street (Resolution 9), 405 Ronie St. (Resolution 10), executed 405 Ronie Street (Resolution 10), 1702 Camp St. (Resolution 11), executed 1702 Camp Street (Resolution 11), 302 Willis Ave. (Resolution 12), executed 302 Willis Avenue (Resolution 12), 105 Harrell St. (Resolution 13), executed 105 Harrell Street (Resolution 13), S. Hattiesburg Ave.167B-5870-7-598 (Resolution 14), executed S. Hattiesburg Avenue (Resolution 14), 17 Collins St. (Resolution 15), executed 17 Collins Street (Resolution 15), 205 Edna St. (Resolution 16), executed 205 Edna Street (Resolution 16)

Enactment Number:

Contact: 601-554-1028

Meeting Date: 03/20/2012

Drafter: Chiquila Thompson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolutions per the recommendation of the Code Enforcement Manager determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Manager.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0023

Title

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

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager



DATE: March 9, 2012

RE: Adopt Resolutions—March 20, 2012

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

Case:	Address:	Parcel No.:	Violation(s):	Ward:
1.	140 Chabliss Drive	32-1039-54-A	OGL, T&L	5
9.	604 Ronie Street	38-40-1-8	OGL, T&L	4
10.	405 Ronie Street	38-444-20-11	OGL, T&L	4
11.	1702 Camp Street	22-320-1-4	OGL, T&L	4
12.	302 Willis Avenue	39-92-7-13	OGL, T&L	5
13.	105 Harrell Street	30-628-1-5	OGL, T&L	5
14.	S. Hattiesburg Avenue	167B-5870-7-598	OGL, T&L	5
15.	17 Collins Street	165D-5090-2-138B	OGL, T&L	5
16.	205 Edna Street	35-620-5-5	OGL, T&L	2

March 9, 2012

Adopt Resolutions—March 20, 2012

Page 2

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

Case:	Address:	Parcel No.:	Violation(s)	Ward:
2.	Tatum Road	167B-5400-001-114	AB, DB, T&L	5
3.	1925 Fowler Street	24-756-8-5	AB, DB, T&L	5
4.	1210 Scott Street	33-956-1-5	AB, DB, OGL, T&L	2
5.	912A Dabbs Street	39-92-1-3	AB, DB, T&L	5
6.	99 Currie Street	42-616-3-6	AB, DB, OGL, T&L	2
7.	509 Timothy Lane	30-106-2-9	AB, DB, OGL, T&L	4
8.	351 Emerson Drive	21-716-1-106	AB, DB, OGL, T&L	4



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager *WQ*

DATE: March 20, 2012

RE: Public Hearing—March 19, 2012

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

Case #:	Address:	Parcel #:	Reason:
1.	140 Chambliss Dr	32-1039-54A	Violation resolved/new business
2.	Tatum Road	167B-5400-001-114	Owner resolved violation
3.	1925 Fowler Street	24-756-8-5	Building demolished by owner
5.	912A Dabbs Street	39-92-1-3	Requesting 90 day resolution/ owner will obtain permit for roof
8.	351 Emerson Drive	27-716-1-106	Requesting 10 day resolution/ burned structure

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 32-1039-54-A, 140 Chambliss Drive, Beginning at the SW corner of the NW 1/4 of the SE 1/4 of the NW 1/4, Section 21, Township 4 North, Range 13 West, and run East 390 feet to the Point of Beginning; thence run East 120 feet; thence run North 179 feet; thence run West 120 feet; thence run South 179 feet to the Point of Beginning; being a part of the NW 1/4 of the SE 1/4 of the NW 1/4, Section 21, Township 4 North, Range 13 West, Forrest County, Mississippi

WHEREAS, the owner of the property is: SBJ Resch Family Partnership LLC, TNT Incorporated

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of ten (10) days shall be extended to the property owner for removal of the violations listed:
Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)
2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 167B-5400-001-114, Tatum Road, Lot 1 Block 1 of the H. C. HUDSON SUBDIVISION NO. 1, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Timmy J. Brown C/O Miracle Temple Church, Mount Carmel Baptist Church, Pastor Michael Chatman C/O Miracle Temple Church,

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

YAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 24-756-8-5, 1925 Fowler Street, Lots 27 and 28 in Block 13 of the PINEHURST SUBDIVISION NO. 2, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Deborah N. Kendrick, ACC Tax Sale Properties, Long Land Investments Inc.,

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-956-1-5, 1210 Scott Street, Lots 5 and 6 Block 11 of the C. F. WILLIAMS SUBDIVISION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Long Land Investments, Larry and Sandra Duncan, The Optimum Fund LLC, Rubin and Sara L. Burris,

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-956-1-5, 1210 Scott Street, Lots 5 and 6 Block 11 of the C. F. WILLIAMS SUBDIVISION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Long Land Investments, Larry and Sandra Duncan, The Optimum Fund LLC, Rubin and Sara L. Burris,

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Debra H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Phil Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

John R. Naylor
CITY CLERK

APPROVED:

Henry S. Ware
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 39-92-1-3, 912A Dabbs Street, The East half of Lots 9 and 10 in Block 3 of the A.K. MCINNIS SECOND ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Annie Green, Hounds Inc.,

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit: _____

YEAS:	NAYS:	ABSENT:
-------	-------	---------

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:	ADOPTED:
---------	----------

CLERK OF COUNCIL	PRESIDENT
------------------	-----------

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:	APPROVED:
---------	-----------

CITY CLERK	MAYOR
------------	-------

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 39-92-1-3, 912A Dabbs Street, The East half of Lots 9 and 10 in Block 3 of the A.K. MCINNIS SECOND ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Annie Green, Hounds Inc.,

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Delia H. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 42-616-3-6, 99 Currie Street, The East half of Lots 9 and 10 in Block 3 of the A.K. MCINNIS SECOND ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: City of Hattiesburg, State of Mississippi, Jo Ann Holloway and Etal,

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit: _____

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 42-616-3-6, 99 Currie Street, The East half of Lots 9 and 10 in Block 3 of the A.K. MCINNIS SECOND ADDITION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: City of Hattiesburg, State of Mississippi, Jo Ann Holloway and Etal,

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Adrian H. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. J. Bull
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

Adrian R. Payne
CITY CLERK

APPROVED:

Lenny S. Duke
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 30-106-2-9, 509 Timothy Lane, Lot 10 Block 2 of the E.P. CASSIDY SUBDIVISION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances therunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Forrest County Board of Supervisors, Hattiesburg Public School District, College Investment, Intrepid Group LLC, Ola LLC, David C. Kelleher, C.E. Ross, Sr. C/O Outreach Ministry % Frances E. Hudson Donated A Way, Johnnie Pearl Himes

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 30-106-2-9, 509 Timothy Lane, Lot 10 Block 2 of the E.P. CASSIDY SUBDIVISION, in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Forrest County Board of Supervisors, Hattiesburg Public School District, College Investment, Intrepid Group LLC, Ola LLC, David C. Kelleher, C.E. Ross, Sr. C/O Outreach Ministry % Frances E. Hudson Donated A Way, Johnnie Pearl Hines

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

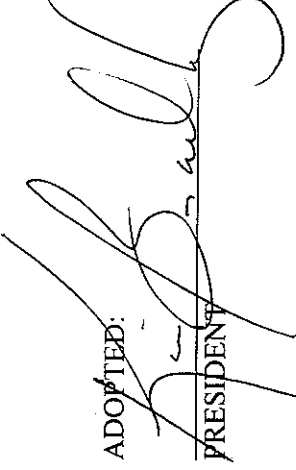
The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

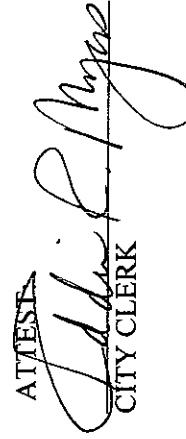

CLERK OF COUNCIL

ADOPTED:

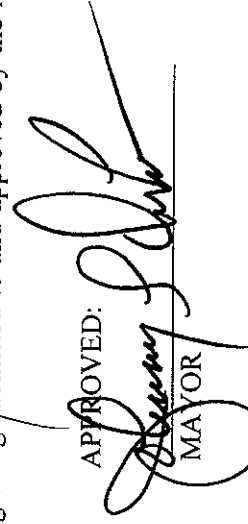

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 21-716-1-106, 351 Emerson Drive, Lot 114 of Parkhaven North Subdivision or Addition to the City to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BancorpSouth Bank, Deric Dearman, Van Kyle Roane,

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 21-716-1-106, 351 Emerson Drive, Lot 114 of Parkhaven North Subdivision or Addition to the City to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: BancorpSouth Bank, Deric Dearman, Van Kyle Roane,

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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

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

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

4. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Debra R. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 38-40-1-8, 604 Ronie Street, BEG 20 FT W & 127 FT S NW CR BLK 2 E 190 FT S 63 FT W 190 N 63 FT TO BEG THIS INCL PT V/ALY & PT RONIE ST BLK 2 F BEINER S/D B470 P759 6/6/79 BEINER MRS. FRED SUB 2-0290-10-297.00 PREV #:H0040-01-008 Block 002 Section 10 Township 04N Range 13W.

WHEREAS, the owner of the property is: Ann Robertson C/O Annie Nell Mickles

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit: _____

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 38-40-1-8, 604 Ronie Street, BEG 20 FT W & 127 FT S NW CR BLK 2 E 190 FT S 63 FT W190 N 63 FT TO BEG THIS INCL PT V/ALY & PT RONIE ST BLK 2 F BEINER S/D B470 P759 6/6/79 BEINER MRS. FRED SUB 2-0290-10-297.00 PREV #:H0040-01-008 Block 002 Section 10 Township 04N Range 13W.

WHEREAS, the owner of the property is: Ann Robertson C/O Annie Neill Mickles

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Delia H. Berardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012.

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 38-444-20-11, 405 Ronie Street, S 75FT OF 7 & 8 LESS 30X30FT IN SW COR OF 7 BLK 78 B690 P464 5/93 KAMPER & WHINNERY SUB 1 2-0290-10-147.00 PREV #:HO444-20-011 Block 078 Section 10 Township 04N Range 13W.

WHEREAS, the owner of the property is: P.W. and Eartha L. Watson

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 38-444-20-11, 405 Ronie Street, S 75FT OF 7 & 8 LESS 30X30FT IN SW COR OF 7 BLK 78 B690 P464 5/93 KAMPER & WHINNERY SUB 1 2-0290-10-147.00 PREV #:HO444-20-011 Block 078 Section 10 Township 04N Range 13W.

WHEREAS, the owner of the property is: P.W. and Eartha L. Watson

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

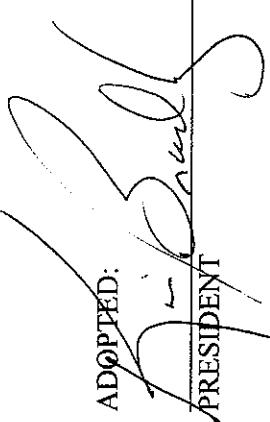
The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

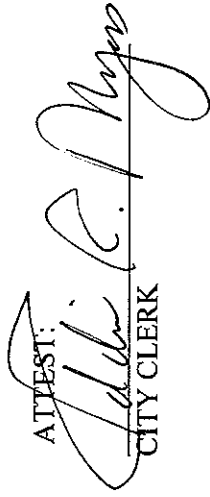

CLERK OF COUNCIL

ADOPTED:

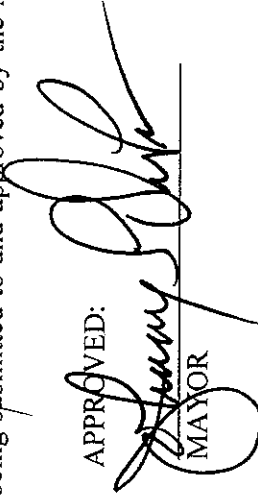

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:


CITY CLERK

APPROVED:


MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 22-320-1-4, 1702 Camp Street, W 1/2 LT 5 ALL 6 BLK 1 B545 P553 10/84
HATTIESBURG HEIGHTS 3RD ADDITION 2-028P-08-105.00 PREV #:H0320-01-004 Block 001 Section 08
Township 04N Range 13W.

WHEREAS, the owner of the property is: Owen A. Jordan

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 22-320-1-4, 1702 Camp Street, W 1/2 LT 5 ALL 6 BLK 1 B545 P553 10/84
HATTIESBURG HEIGHTS 3RD ADDITION 2-028P-08-105.00 PREV #:H0320-01-004 Block 001 Section 08
Township 04N Range 13W.

WHEREAS, the owner of the property is: Owen A. Jordan

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Julia H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Carroll
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

Edna C. Myers
CITY CLERK

APPROVED:

Samuel L. Clark
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 39-92-7-13, 302 Willis Avenue, LT 10 BLK 7 BUSCHMAN J.H. SUB 2-038B-15-246.00
PREV #H0092-07-013 Block 007 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Annie Mae Chatman C/O Charles Chapman
and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit: _____

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 39-92-7-13, 302 Willis Avenue, LT 10 BLK 7 BUSCHMAN J.H. SUB 2-038B-15-246.00
PREV #:H0092-07-013 Block 007 Section 15 Township 04N Range 13W.

WHEREAS, the owner of the property is: Annie Mae Chatman C/O Charles Chapman

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 30-628-1-5, 105 Harrell Street, N 1/2 LT 3 BLK 2 MCINNIS D.D. 3RD ADD 2-038C-16-234.00 PREV #:H0628-01-005 Block 002 Section 16 Township 04N Range 13W.

WHEREAS, the owner of the property is: City of Hattiesburg, Erma Lee Thompson, Ronica Gordan and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 21st day of February, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of March, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 30-628-1-5, 105 Harrell Street, N 1/2 LT 3 BLK 2 MCINNIS D.D. 3RD ADD 2-038C-16-234.00 PREV #:H0628-01-005 Block 002 Section 16 Township 04N Range 13W.

WHEREAS, the owner of the property is: City of Hattiesburg, Erma Lee Thompson, Ronica Gordan

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Delma H. Bernardo
CLERK OF COUNCIL

ADOPTED:

K. Carroll
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

Edwin R. Payne
CITY CLERK

APPROVED:

Samuel J. Silva
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

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PARCEL: 167B-5870-7-598, S. Hattiesburg Avenue, LOT 2 BLK 7 WASHINGTON HGTS S/D B231
P223 2/61 WASHINGTON HEIGHTS SUB 2-042E-26-100.00 PREV #:4550602 Block 007 Section 26
Township 04N Range 13W.

WHEREAS, the owner of the property is: Aree Shelby C/O Edwinia Cole

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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

2. If the property owners do not take corrective action within ten (10) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____,seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

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PARCEL: 167B-5870-7-598, S. Hattiesburg Avenue, LOT 2 BLK 7 WASHINGTON HGTS S/D B231
P223 2/61 WASHINGTON HEIGHTS SUB 2-042E-26-100.00 PREV #:4550602 Block 007 Section 26
Township 04N Range 13W.

WHEREAS, the owner of the property is: Aree Shelby C/O Edwimia Cole

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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

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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Adrian H. Berardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

Return to:
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PARCEL: 165D-5090-2-138B, 17 Collins Street, LOT 12 BLK 2 W A COLLINS ADD B233 P101
5/61 B532 P546 12/83 B545 11\90 642\640 4/91 650/655 4/24/92 670/058 12/1/92 681/440 4/24/92 670/58
W.A. COLLINS ADD PREV #:2250112 Block 002 Section 22 Township 04N Range 13W.

WHEREAS, the owner of the property is: Felecia Ann King C/O First American Corporation

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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

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The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

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3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

Diana H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Tim Brault
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of March, A.D., 2012

ATTEST:

Edwin R. P. Myers
CITY CLERK

APPROVED:

Sammy S. Del
MAYOR

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

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
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PARCEL: 35-620-5-5, 205 Edna Street, LOTS 3 & 4 & 10' OF LOT 5 BLK 5 B687 P055 2/93 LTS 3 & 4 S 10 FT OF ST 5 BLK 5 B607 P484 12/88 B590 P100 6/81 B590 P513 11/87 B604 P677 B616 P330 5/89 B641 P391 10/31/90 DB 823 PG 295 8/23/99 MCINNIS D.D. 1ST ADD NEIGHBORHOOD PREV #:H062-05-005 Block 005 Section 11 Township 04N Range 13W.

WHEREAS, the owner of the property is: Oak Field LLC, Belinda F. Lee

and
WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

Return to:
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City Clerk's Office
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Hattiesburg, Mississippi 39403-1898

**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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WHEREAS, the owner of the property is: Oak Field LLC, Belinda F. Lee

and

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanness as to be a menace to the health and safety of the community and should be condemned.

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The above and foregoing Resolution was introduced by Council member Carroll, seconded by Council member Delgado, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of March 2012.

(SEAL)

ATTEST:

[Signature]
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

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

ATTEST:

[Signature]
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-0584

File ID: 2012-0584

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/28/2012

Brief Title: Update Land Development Code and 3 Commercial
Corridor Revitalization Plans

Final Action: 03/20/2012

Minute Book Number: MB2012-1/83-84

Title:

ACKNOWLEDGE receipt of proposal for professional planning consultant services to
"Update the Land Development Code and Official Zoning Map (Project A), and
also
three Commercial Corridor Revitalization Plans (Project B)"; ACCEPT and
AUTHORIZE
the Mayor to execute in duplicate a Professional Service Agreement between the
City of
Hattiesburg, and Bob Barber, FAICP, Orion Planning Group, Hernando, MS, in an
amount not
to exceed \$148, 620.

Notes:

Sponsors:

Enactment Date:

Attachments: Cover Memo to Council 3-12-12, SERVICE
AGREEMENT2-26-12 -Hattiesburg, Hattiesburg LDC
Update Proposal-

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Lisa Reid

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Vice President Ware to ACKNOWLEDGE receipt of proposal for professional planning consultant services to "Update the Land Development Code and Official Zoning Map (Project A), and also three Commercial Corridor Revitalization Plans (Project B)"; ACCEPT and AUTHORIZE the Mayor to execute in duplicate a Professional Service Agreement between the City of Hattiesburg, and Bob Barber, FAICP, Orion Planning Group, Hernando, MS, in an amount not to exceed \$148, 620.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2012-0584

Title

ACKNOWLEDGE receipt of proposal for professional planning consultant services to "Update the Land Development Code and Official Zoning Map (Project A), and also three Commercial Corridor Revitalization Plans (Project B)"; ACCEPT and AUTHORIZE the Mayor to execute in duplicate a Professional Service Agreement between the City of Hattiesburg, and Bob Barber, FAICP, Orion Planning Group, Hernando, MS, in an amount not to exceed \$148, 620.

Summary

Update Land Development Code and 3 Commercial Corridor Revitalization Plans

Budget Information

1090.6020

Expenditure Type

Budgeted Item

Purchasing Item

Advertised Proposals

Publication Information



Department Of Urban Development

Pattie Brantley, AICP
Director

Memorandum

Date: March 12, 2012
To: City Council Members
From: Pattie Brantley, AICP
Re: Approve Professional Service Agreement contract for planning consultant services to Update the Land Development Code and Official Zoning Map (Project A), including three Commercial Corridor Revitalization Plans (Project B)

The "Request for Proposals" submittal period was open from February 10 to February 24, 2012. One proposal was received by the City Clerk's office. The proposal was reviewed and accepted by Pattie Brantley, AICP, Director, Urban Development and Bert Kuyrkendall, P.E., CNU-A, LEED Green Associate, Director of Engineering.

Attachments:

1. Proposal for Planning Consulting Services:
Robert L. Barber, FAICP, Partner
Orion Planning Group
Hernando, MS 38632
2. Professional Service Agreement from Bob Barber, FAICP, Orion Planning Group



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT effective as of the date of the last signature below is by and between Orion Planning Group (hereinafter “OPG”) and the City of Hattiesburg, Mississippi (hereinafter “CITY”).

Now, therefore, the parties hereto agree as follows:

WITNESSETH:

1. Provision of Services by OPG. OPG shall provide services for CITY consistent with the Scope of Services outlined in the proposal titled “City of Hattiesburg Land Development Code Update” dated February 21, 2012 and excerpted and attached as EXHIBIT A to this Agreement. All work products mentioned in Exhibit A as completed by OPG will be delivered to CITY electronically in two formats: native program and PDF.
2. Provision of Services by CITY. CITY shall provide the following services related to this project:
 - a) Provide a project coordinator;
 - b) Provide a project technical committee for feedback, review and oversight;
 - c) Assist with the coordination and conduct of public meetings;
 - d) Review and comment on reports, drafts, and other work products in a timely manner;
 - e) Prepare and post all required legal notices;
 - f) Photocopy and send information to board(s), staff and citizens as needed;
 - g) Provide shape files of all planning maps, zoning maps, and other GIS products as well as ordinances and plans as requested including the results of the Trent Lott Center retail market analysis and the Mid-Town Plan and code products;
 - h) Print draft and final copies of code product for boards, citizens, and other use;
 - i) Actively participate in the Update by providing extensive consultation on local context, project calendar, meeting schedules, and other details;
3. Remuneration. Reimbursement to OPG by CITY shall be on a time and materials basis with an estimated cost not to exceed \$148,620. For time and materials services, OPG shall invoice no more often than monthly for services performed in the previous month in accordance with the project phases set forth in Exhibit A. To be consistent with services actually rendered, OPG may alter the distribution of compensation between individual phases/tasks of the work noted herein



but, shall not exceed the total estimated compensation without CITY'S prior written approval. The terms of billing shall be 30 days net.

4. Changes. By means of a written amendment/modification/change order to this Agreement, CITY may, at any time during the term of this Agreement, make changes within the general scope of the Agreement. If such change increases the cost of, or time for, performing the services hereunder, an equitable adjustment shall be made in the payment to OPG and/or the time for performance. Services requested of OPG, not specifically described in EXHIBIT A, shall be considered Additional Services. Additional services shall be paid for by CITY for a mutually approved negotiated amount.
5. Legal Review. CITY shall be responsible for all necessary or desirable legal review of any services or products provided by OPG.
6. Intellectual Property. OPG acknowledges and agrees that any materials produced by OPG for CITY pursuant to this Agreement shall be considered works for hire and will be the property of CITY.
7. Hold Harmless. OPG shall agree to indemnify and hold harmless CITY against accidental injuries to OPG and related tort liability arising from any and all activities undertaken by OPG as part of this agreement within the corporate limits of Hattiesburg.
8. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
9. Relationship of Parties. OPG at all times during the term hereof shall be an independent contractor of CITY and not an employee.
10. Term and Termination. The term of the Agreement shall be from the effective date until such time as the work has been completed or the agreement terminated. Either party may terminate this Agreement without cause at any time upon thirty (30) days prior written notice to the other party. Termination shall not affect liability for time and expenses accrued through the date of termination.
11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
12. Notice. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. Mail, by overnight courier, or by electronic mail to the intended recipient at the address set forth below:



For OPG:

Robert L. Barber, FAICP, Partner
Orion Planning Group

919 Getwell Road
Hernando, MS 38632
bobbarber@orionplanninggroup.com

For CITY:

Johnny L. Dupree, Ph.D, Mayor
City of Hattiesburg
c/o Pattie Brantley
Director of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403

13. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter thereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, arrangements, communications, representations and warranties, whether oral or written of the parties to this Agreement and no party to this Agreement may rely or shall be deemed to have relied upon any thereof. This Agreement may not be amended except by a writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date signed below.

Robert L. Barber, FAICP, Partner
Orion Planning Group

Date

Johnny L. Dupree, Ph.D, Mayor
City of Hattiesburg, Mississippi

Date



Exhibit A

City of Hattiesburg Land Development Code Update

Scope of Services

(Excerpt from Proposal for Consulting Services dated November 2, 20100)

The services and work tasks proposed to meet these project goals are to be conducted in four phases. These four phases are:

1. Research, discovery and analysis
2. Gap analysis, public participation and recommendation
3. Code drafting and review
4. Final review and adoption

The tasks of each of these phases are detailed below along with anticipated work products and associated meetings. The total project is proposed to be conducted over a twelve month period.

Phase One: Research, Discovery and Analysis

1. Work Tasks

- a. Review of all relevant regulations, plans and policies that impact land development within the City of Hattiesburg.
- b. Review recent planning cases related to subdivision, rezoning, conditional uses, variances and appeals.
- c. Review and evaluate zoning map and its recent amendments.
- d. Review and summarize all land use recommendations contained in the Comprehensive Plan.
- e. Conduct use analysis for neighborhoods, districts and corridors substantially impacted by plan recommendations consistent with those outlined in Map 1. Analysis will be conducted for the following future land use categories as recommended by the Hattiesburg Comprehensive Plan:
 - i. Downtown District
 - ii. Planned Mixed Use District
 - iii. Neighborhood Center Mixed Use District
 - iv. Neighborhood Business District
 - v. Community Business District
 - vi. Regional Business District
 - vii. Industrial/Corporate Office District
- f. Corridor Planning Focus – Particular emphasis will be placed on analysis of the West Pine, Broadway, and Hardy Street Corridors. Consultant will coordinate with, and provide guidance to, the study elements carried out by the Trent Lott Center for Economic Development.

Analysis will include both use and design aspects of the current code and will give consideration to the elements in the "Template for Proposed Corridor Studies" in the Appendix of the Hattiesburg Comprehensive Plan. These elements include existing and future land use, design guidelines, pedestrian ways, landscaping, signage, and access management.

- g. Consultant Methodology – Consultant will use evaluation matrixes developed for the project, an example of which is attached in the appendix. The consultant team will base evaluations on its design expertise and successful experience in producing superior urban environments through appropriate development standards. Upon identification of specific study area geographies as determined through staff consultation and the Hattiesburg Comprehensive Plan, consultant will conduct documentation and analysis as required by this methodology.
- h. Nature of Corridor Plans – Corridor Plans will contain only necessary land use and design analysis required to effectively draft anticipated overlay district provisions
- i. Develop a summary report of research findings in Phase One.

2. Work Products

- a. Phase One Summary Report

3. Meetings and On Site Presence

- a. Start-up meeting with staff to review project objectives, responsibilities and timelines
- b. Field survey of selected cases
- c. Field research for identification and documentation of neighborhoods, districts and corridors as required

Phase Two: Gap Analysis, Public Participation and Recommendation

1. Work Tasks

- a. Based upon Phase One, consultant will conduct further analysis to determine the gap between existing conditions and their regulatory environment and planning goals. The gap analysis will summarize the Comprehensive Plan goals, assess the adequacy of existing development controls in meeting planning goals, and summarize code amendments that will achieve planning goals.
- b. Corridor Planning Focus - Analysis will account for the results of economic, market and qualitative study findings of the Trent Lott Center for Economic Development as appropriate.
- c. Develop summary report of Phase Two findings and accompanying presentation for public meetings
- d. Conduct five neighborhood meetings to review findings and to solicit input into final ordinance recommendations, incorporating public comments as appropriate. Recommendations will be illustrated in a series of "before and after" images suitable for Power Point presentation and web posting.

- e. Establish a project web site to provide project information and solicit public input

2. Work Products

- a. Phase Two Summary Report including summaries of neighborhood meetings

3. Meetings and On Site Presence

- a. Five neighborhood meetings (a meeting in each of the five identified public engagement clusters)
- b. Meeting with staff and planning commission to discuss findings to date

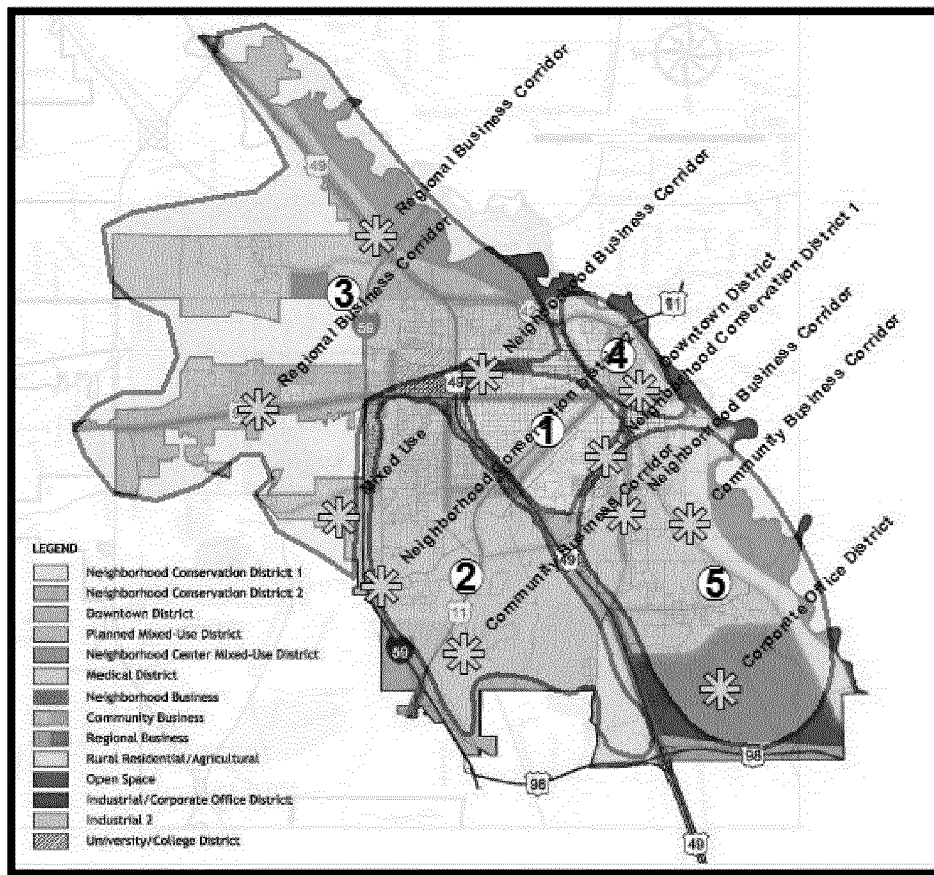


Figure 1- Proposed Public Engagement Clusters

Phase Three: Code Drafting and Review

1. Work Tasks

- a. Preparation of the updated draft Land Development Code
- b. Presentation of draft at public meetings

2. Work Products

- a. Draft of Land Development Code

3. Meetings and On Site Presence

- a. Work session meeting with staff to review revisions
- b. Meet with Planning Commission to review amendments and results of the public meetings
- c. Public meetings for comment on draft revisions (a meeting in each of the five identified public engagement cluster)

Phase Four: Final Review and Adoption

1. Work Tasks

- a. Preparation of the final draft based on findings from Phase Three
- b. Present final draft to the Planning Commission
- c. Present final draft to the Mayor and Board of Aldermen for adoption

2. Work Product - Final draft of Land Development Code

3. Meetings and On Site Presence

- a. Present final draft to the Planning Commission
- b. Present of final draft to Mayor and Board of Aldermen

Roles and Responsibilities

In addition to the consulting team, the proposed project will involve the City of Hattiesburg Department of Urban Development and the Trent Lott Center for Economic Development. The roles and responsibilities of each of these organizations are outlined below.

Consultant Team

The consultant team consisting of partners from the Orion Planning Group will be responsible for initiating the project and carrying out the tasks listed in the scope of work. Robert L. Barber, FAICP, Orion Planning Group Partner, will serve as project manager. Other project team members are identified in the appendix. All deliverables will be in an electronic format.

Trent Lott Center for Economic Development

The Trent Lott Center for Economic Development will produce quantitative economic and market analysis, a land use survey, and qualitative attitudinal data for owners and users for the West Pine, Broadway and Hardy Street Corridors simultaneously

with the proposed Land Development Code Update. The Corridor analysis will examine the strengths, weaknesses, opportunities and threats represented by the existing development conditions in the subject corridors. The results will be used to inform and guide the recommendations related to the Project B corridors specifically and, where applicable, other Hattiesburg commercial corridors generally. Fundamental responsibilities of the Trent Lott Center are listed as follows:

1. Provide economic and market analysis of the Pine, Broadway and Hardy Street Corridors with recommendations for redevelopment consistent with Comprehensive Plan goals
2. Provide a detailed examination of the mix of land uses in the Pine, Broadway and Hardy Street Corridors
3. Conduct a survey of consumer and business attitudes regarding the corridor to include consideration of such design elements as personal and traffic safety, attractiveness of buildings and streetscape, and ideas for improving the retail viability of the corridor.
4. Timely delivery of work conducted by the center is crucial. In order to fully account for findings in the revised land development code, the study draft should be completed by mid September of 2012
5. Consultant will have the opportunity to review and comment on survey instrument, study methodology and the final work product to be produce by the Center

Proposal for Consulting Services

City of Hattiesburg Land Development Code Update

February 21, 2012

City of Hattiesburg Intermodal Facility



February 24, 2012

Ms. Pattie Brantley, AICP Director
Department of Urban Development
City of Hattiesburg

Dear Ms. Brantley,

On behalf of the Orion Planning Group I want to thank you for the opportunity to propose services for the update of the Land Development Code for Hattiesburg. Hattiesburg has done an excellent job in planning its future as evidenced by your visionary comprehensive plan and recent recognition by the American Planning Association as one of the great places in America.

Our work promises to continue your efforts by assisting in plan implementation through regulatory reform. Orion is distinguished by the practical municipal experience we bring to the task. All of our partners have led successful planning practice in a local government context our experience clearly demonstrates that thoughtful land development coding will result in excellent urban environments over time.

Having led local planning agencies we are very sensitive to the public and private context in which ordinances must be adopted and implemented, as well as the staff resources required and available for administration. Our proposal is designed to result in an excellent land development code that meets these criteria.

We appreciate the opportunity to submit the proposal and look forward to the prospect of discussing it with you in detail. If you have any questions, please contact me.

Sincerely,

Robert L. Barber, FAICP
Partner

919 Getwell Road, Hernando, MS 38632 ♦ 901-268-7566 ♦ BobBarber@OrionPlanningGroup.com
Boulder, CO ♦ Hernando, MS ♦ Sheridan, WY ♦ Shelby, NC ♦ Urbana, IL

Introduction and Project Understanding

The City of Hattiesburg, Mississippi adopted its most recent Comprehensive Plan in 2008. This ambitious plan establishes the policy setting framework for Hattiesburg's growth as a regional center of excellence and embodies a sixteen point citizen driven vision statement supporting the revitalization of the strategic commercial corridors in the City. The plan also sets forth implementation actions designed to realize this vision.

Among the actions recommended are several related to the critically important update of the twenty two year old Land Development Code. Specific actions are summarized in the table below. Responsibility for initiating these actions is assigned to the Urban Development Department of the City of Hattiesburg:

Action Plan Items Related to Land Development Code Update
<i>Chapter 4, Page 39 - Amend the Land Development Code to address current trends in planning and development and ensure that land use and development regulations achieve the visions, goals, and strategies contained in this plan.</i>
<i>Chapter 4, Page 43 - Study the land uses and transportation connections (pedestrian, bicycle and vehicular) between the center of Downtown Hattiesburg and adjacent activity centers—Mobile Street, the Hattiesburg Depot, the old Hattiesburg High School, Eureka School, the East 6th Street USO Club, the future Chain Park at Twin Forks, and the Longleaf Trace extension. Ensure that sidewalks, streets, lighting and street amenities provide desirable connections to these areas; ensure that land uses support, strengthen and ensure the sustainability of public and private investments in these locations.</i>
<i>Chapter 7, Page 92 - Revise the city's Land Development Code and Zoning Map to address needed changes and to implement the vision, goals and strategies of the 2008-2028 comprehensive plan. 2 years Urban Development)</i>
Source: City of Hattiesburg Comprehensive Plan

These action strategies clearly identify the need to update the Land Development Code in the context of current trends in planning and development, the overall vision of the Comprehensive Plan, land use and design elements supportive of pedestrian activity, and the revitalization and sustainability of commercial corridors.

It is with this background and understanding that the Orion Planning Group proposes to assist the City of Hattiesburg in the strategic, comprehensive, and holistic revision of its Land Development Code to facilitate the implementation of the 2008 Comprehensive Plan. Included in this proposal is our approach to the project, the specific services to be rendered, a project budget and our qualifications for successfully conducting the work.



Project Approach

The approach to the update of the Land Development Code for the City of Hattiesburg is divided into two fundamental components: Project A and Project B. These two projects, while distinct in focus, are interdependent and will be conducted in close correlation under a single set of work tasks, ultimately producing the revised Hattiesburg Land Development Code.

Project A, Land Development Code (LDC) and Zoning Map – Project A involves the complete analysis of the Hattiesburg Comprehensive Plan for its land use recommendations and a capacity analysis of existing development code provisions to meet plan goals. It is broadly understood that the City wishes to expand its ability to provide opportunities for innovative and creative approaches to development while supporting an economically viable and sustainable community. Revisions are needed to meet planning goals of walkable, livable neighborhoods and mixed use districts. This component will use specific evaluation tools and techniques developed for the Hattiesburg Land Development Code update as indicated in the scope of services, samples of which are attached in the appendix. These techniques will include visual preference surveys in expansive public engagement venues.

Project B, Commercial Corridor Revitalization Plans – While the entire city is the subject of Project A, Project B will focus specifically on the Hardy Street, Broadway and West Pine corridors. Work in these areas of special emphasis will result in corridor redevelopment plans to be implemented through the creation of overlay districts intended to address the unique issues of redevelopment in these areas and containing substantial form-based design provisions. In addition, this component will include any recommended rezoning of identified parcels. Key issues addressed will include, but not necessarily be limited to, analysis of existing conditions, redevelopment opportunities, character and history, and implementation. Extensive public engagement focused specifically on the corridors will be incorporated in Project B.

Project B will be supported by the work of the University of Southern Mississippi Department of Economic Development, which will develop and provide supporting quantitative economic and market analysis and qualitative attitudinal data as a basis for developing appropriate development coding.

Character of Final Product - The ultimate goal of the project is to create an integrated, user friendly, fully articulated Land Development Code that protects existing neighborhoods and the environment, maximizes infrastructure investment, addresses unique development assets and characteristics of the city,



and facilitates the revitalization of key commercial corridors and residential areas.

Rather than producing an entirely new land development code, program and processes, the proposed revised code will promote the community vision established by the plan by creating a hybrid code of both traditional zoning and form based land development principles, retaining the best features of the current Land Development Code that have contributed to the character of Hattiesburg. Projects A and B will be carried out in a four-phase scope of services detailed in the following section. Overall project flow is illustrated in Figure 1, Conceptual Project Flow.

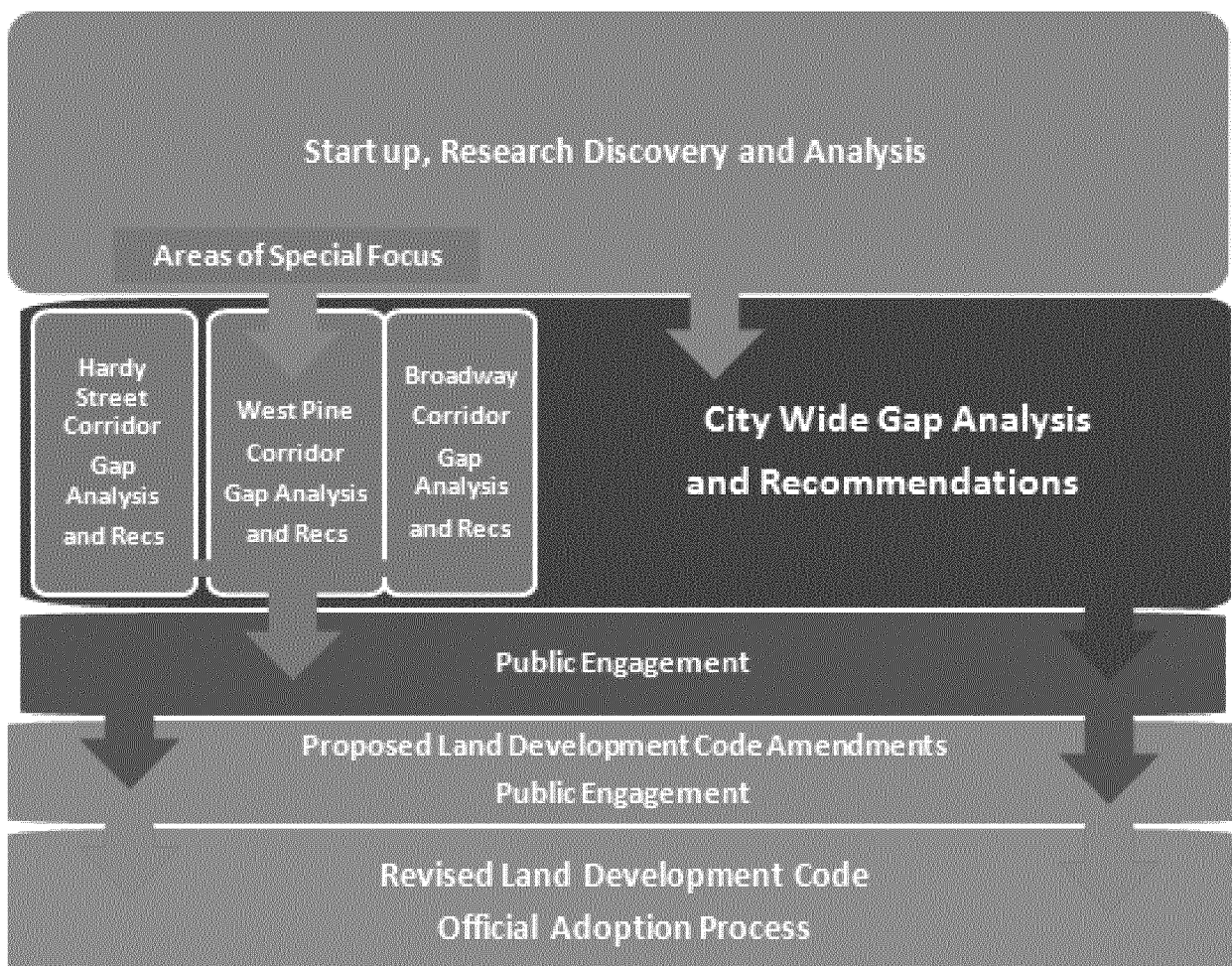


Figure 1- Conceptual Project Flow

Scope of Services

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1. Research, discovery and analysis
2. Gap analysis, public participation and recommendation
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Corridor Studies” in the Appendix of the Hattiesburg Comprehensive Plan. These elements include existing and future land use, design guidelines, pedestrian ways, landscaping, signage, and access management.

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- h. Nature of Corridor Plans – Corridor Plans will contain only necessary land use and design analysis required to effectively draft anticipated overlay district provisions
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- a. Phase One Summary Report

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- a. Start-up meeting with staff to review project objectives, responsibilities and timelines
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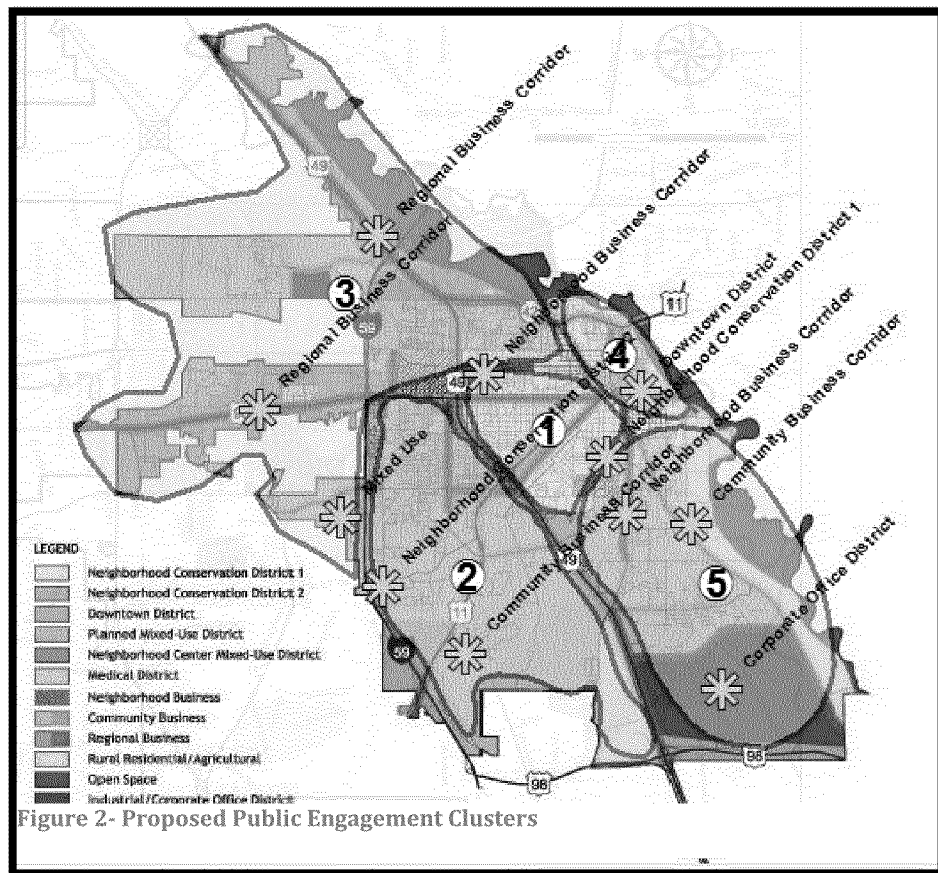
- e. Establish a project web site to provide project information and solicit public input

2. Work Products

- a. Phase Two Summary Report including summaries of neighborhood meetings

3. Meetings and On Site Presence

- a. Five neighborhood meetings (a meeting in each of the five identified public engagement clusters)
- b. Meeting with staff and planning commission to discuss findings to date



Phase Three: Code Drafting and Review

1. Work Tasks

- a. Preparation of the updated draft Land Development Code
- b. Presentation of draft at public meetings

2. Work Products

- a. Draft of Land Development Code

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1. Work Tasks

- a. Preparation of the final draft based on findings from Phase Three
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Roles and Responsibilities

In addition to the consulting team, the proposed project will involve the City of Hattiesburg Department of Urban Development and the Trent Lott Center for Economic Development. The roles and responsibilities of each of these organizations are outlined below.

Consultant Team

The consultant team consisting of partners from the Orion Planning Group will be responsible for initiating the project and carrying out the tasks listed in the scope of work. Robert L. Barber, FAICP, Orion Planning Group Partner, will serve as project manager. Other project team members are identified in the appendix. All deliverables will be in an electronic format.



City

As a vital member of the project team, Hattiesburg city staff will play a major role in the ordinance amendment process. The following list represents the core responsibilities of the City envisioned by our team:

1. Provide a project coordinator
2. Provide a project technical committee for feedback, review and oversight
3. Assistance in the coordination and conduct of public meetings
4. Review and comment on reports, drafts, and other work products
5. Preparation and posting of all required legal notices
6. Photocopying and mailing of information to board(s), staff and citizens as appropriate
7. Provision of shape files of all planning maps, zoning maps, and other GIS products as requested
8. Printing of the final code product for boards, citizens, and other use

In addition, City staff would actively participate in the creation effort providing extensive consultation on local context, project calendar, meeting schedules, and other details. Staff will provide guidance related to the feasibility of proposals given the resources and interests of the City.

Trent Lott Center for Economic Development

The Trent Lott Center for Economic Development will produce quantitative economic and market analysis, a land use survey, and qualitative attitudinal data for owners and users for the West Pine, Broadway and Hardy Street Corridors simultaneously with the proposed Land Development Code Update. The Corridor analysis will examine the strengths, weaknesses, opportunities and threats represented by the existing development conditions in the subject corridors. The results will be used to inform and guide the recommendations related to the Project B corridors specifically and, where applicable, other Hattiesburg commercial corridors generally. Fundamental responsibilities of the Trent Lott Center are listed as follows:

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attractiveness of buildings and streetscape, and ideas for improving the retail viability of the corridor.

4. Timely delivery of work conducted by the center is crucial. In order to fully account for findings in the revised land development code, the study draft should be completed by mid September of 2012
5. Consultant will have the opportunity to review and comment on survey instrument, study methodology and the final work product to be produce by the Center

PROPOSED PROJECT SCHEDULE														
TASKS		MONTH												
		1	2	3	4	5	6	7	8	9	10	11	12	
PHASE ONE	Review of all relevant regulations, plans and policies that impact land development within the City													
	Review recent planning cases related to subdivision, rezoning, conditional uses, variances and appeals													
	Meet with staff to review project objectives, responsibilities, timelines and establish study areas													
	Review and evaluate zoning map and its amendments													
	Review and summarize all land use recommendations contained in the Comprehensive Plan													
	Conduct analysis for neighborhoods, districts and corridors substantially impacted by plan recommendations													
	Develop a summary report of research findings in Phase One													
PHASE TWO	Conduct gap analysis to determine planning goals for the areas defined in Phase One. Special consideration will be given to the West Pine, Broadway and Hardy Street Corridors in cooperation with study conducted by the Trent Lott Center for Economic Development.													
	Develop summary report of Phase Two findings and accompanying presentation for public meetings													
	Conduct 5 neighborhood meetings to review findings and to solicit input into final ordinance recommendations, incorporating public comments as appropriate													
	Establish project web site													

	Meeting with staff and planning commission to review findings to date												
PHASE THREE	Preparation of the draft updated Land Development Code												
	Presentation of drafts at public meeting before the Planning Commission												
	Follow-up public meetings for comment on proposed draft												
	Work session meeting with staff to review proposed draft followed by meeting with planning commission to review proposed draft												
PHASE FOUR	Preparation of the final Land Development Code draft												
	Present final draft to the Planning Commission and Mayor and Board of Aldermen												

Proposed Fee Schedule

Phase 1 – Research, Discovery and Analysis	\$ 28,700
Phase 2 – Public Participation	\$ 50,680
Phase 3 – Code Drafting and Review	\$ 40,320
Phase 4 – Final Review and Adoption	\$ 15,120
Expenses	\$ 13,800
Project Total	\$ 148,620

Qualifications and Relevant Experience

The Orion Planning Group (OPG) delivers experienced, practical and proven performance in planning services. The partners offer decades of planning experience, much of which has been on the ground working as employees of state, regional and local governments. Our professionals thrive in an environment seeking to deliver the highest quality product. We bring years of experience, focused areas of expertise and distinctively creative strategies. Our experts manage each aspect of a project, providing practical solutions that meet budgets and timelines and measure up to the highest standards of design and function. The firm is currently working on projects in North Carolina, Mississippi, Wyoming, Nebraska, Colorado and Washington.

Our consulting team has broad and significant experience in public and private sector planning, land use law, public participation, design, communication and drafting development regulations. Combined, the team has significant experience directly applicable to the project including the drafting of land use codes, amendments to codes, development of fair and predictable development review processes, housing plans, design standards and regulations, transportation plans and regulations including Complete Streets, environmental regulations, historic preservation plans and regulations, and a wide variety of other regulations, guidelines and processes. We understand the practical implications of policies and regulations as well as their unintended consequences.

The Orion Planning Group Team believes in the significance of public involvement, the power of teamwork, and the consistent use of sound planning principles. We have worked in small, medium and large cities, urban and rural counties, fast-growing regions and communities in decline. We have performed nearly every aspect of planning in a governmental context.

We have interviewed, hired, and managed the work of consultants on behalf of the agencies we represented. Now, after significant experience as private consultants working with governmental and non-governmental organizations, we fully understand the interests, concerns, and issues involved in plan making and implementation, such as



zoning codes, from both perspectives. We bring all of that knowledge and experience together on this project.

Our partners have authored many zoning codes throughout the country, and have administered numerous development review programs in South Carolina, North Carolina, Texas, Florida, Colorado, Mississippi and Wyoming involving zoning and subdivision review and approval, building codes, design review, zoning, code enforcement, and historic preservation. We have performed process audits and managed change within local government development review departments in order to improve customer service. We have counseled, trained, evaluated, hired, and otherwise managed program staff ranging in size from two to fifty. We have also been applicants working through the development review process. We have the depth and breadth of experience that is required to thoroughly review Hattiesburg's current codes, recommend improvements and updates, and assist the City in implementation.

Our Planning Principles

We believe in a strong team environment including a close partnership with staff, boards and stakeholders, and a locally driven process for planning and project development. We strive to develop and maintain strong working relationships with our clients and use their expertise and local knowledge to guide our process and recommendations. We do not produce boilerplate policies or plans. Instead, each one is tailored to the unique needs and resources of the communities we serve.

Our seasoned professionals have a record of accomplishment that includes significant, award-winning planning work. Our products are consistently high quality and always delivered in a timely manner. We believe in transparent relationships with communities, sharing schedules, budgets, and monthly progress reports with our clients. We approach each project as an opportunity to use our time, talents and resources to create a product that exceeds client expectations. We have the personnel available to provide Hattiesburg with the best, most responsive and most appropriate planning expertise.

Project Team

The project will be managed by Robert L. Barber, FAICP who will serve as the primary contact to the City of Hattiesburg. Team members will include partners Carol Rhea, AICP, Graham Billingsley, FAICP and Bob Blanchard AICP. A Firm Profile and professional biographies of the team are attached. Full resumes of each partner are located on our website at www.orionplanninggroup.com.

Relevant Experience and Qualifications

The relevant experience for Orion team members includes extensive experience in local government planning. We have all served as planning directors at the municipal level and bring over fifty years of successful practice to the project. Because of our experience, we are very sensitive to the private and public context in which codes must



be developed, adopted, and enforces. The project manager has extensive experience in planning in Mississippi.

In addition to this practical experience, our team has extensive experience in code writing and corridor planning. Team members have completed the following work of particular relevance to the proposed project. For additional details and project summaries, please reference our web site at www.orionplanninggroup.com.

- Entryway Corridor Plan and Overlay District, Town of Tunica, Mississippi
- North Memphis Street District Master Renewal and Revitalization Program, City of Holly Springs, Mississippi
- City of Kosciusko, Mississippi, Zoning Ordinance Update
- Dallas Development Code and Zoning Transition Program, Dallas, Texas (APA Award)
- City of Myrtle Beach, SC design-oriented mixed-use district regulations
- City of Camden, SC zoning ordinance update and integration of form-based principles contained within a SmartCode into the new hybrid code
- Village of Flat Rock, NC zoning ordinance update and consolidation
- High Point Road/ Lee Street Corridor Urban Design and Zoning, Greensboro, North Carolina
- City of Louisville, Mississippi, Planned Corridor District Design
- City of West Point, Mississippi, Annexation Zoning
- City of Batesville,, Mississippi, Annexation Zoning Revisions
- City of Byhalia, Mississippi, Mississippi Zoning Ordinance Revision, Byhalia, Mississippi and Design guidelines
- Holly Springs, Mississippi, Zoning Ordinance Revision
- Tate County, Mississippi, Zoning Ordinance Revision
- Batesville, Mississippi, Zoning and Subdivision Ordinance
- Marshall County, Mississippi, Zoning Revision

APPENDIX

Example of Analysis Matrixes

Tabular Summary of Study Methodology

OPG Firm Profile

OPG Resumes of Key Partners

Design Evaluation By District—C-2 Achieving Enclosure, Order, Scale, Activity, Meaning						
Design Dimension	Design Element	Existing Standard	Existing Example	Proposed Standard	Proposed Example	Corridor
Vertical	Exterior elevations	There is no existing standard for building elevations.		Example		
	Trees					
	Signs					
	Poles/Towers					
	Material					
	Openings					

Example Design Analysis Matrix to be used as study tool.

Use Analysis By District—C-2													
Use \ Zone	R-1	R-2	C-1										
Home													

Example Use Analysis Matrix to be used as study tool.

**Summary of Study Methodology
For Revision of the Hattiesburg Land Development Code**

FLU Designation	Method of Analysis	Product	Outcomes
1. Neighborhood Business District	- Establish study areas	- Corridor Retail Market	- Neighborhood/area meeting to review results
2. Community Business District	- Inventory zones within the district	Analysis, land use and surveys produced by the	- Creation of new district(s) to carry out FLU objectives or amending existing district(s) provisions
3. Regional Business District	- Conduct use analysis relative to plan goals and objectives	Trent Lott Center for Economic Development	- Neighborhood/area meeting to review proposed amendments
4. Downtown District	- Trent Lott Center to conduct the corridor analysis	- Summary report of conclusions and recommendations	- Fully revised and adopted Land Development Code
5. Planned Mixed Use District	- Conduct design analysis relative to plan goals and objectives	- Proposed revisions to the Land Development Code	
6. Neighborhood Center Mixed Use District			
7. Industrial/Corporate Office District			



City of Hattiesburg, MS

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

Master

File Number: 2012-0024

File ID: 2012-0024

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/14/2012

Brief Title: Resolution Cancellations

Final Action: 03/20/2012

Minute Book Number: MB 2012-1/84

Title:

Authorize Mayor to execute an Authority to cancel the Condemnation Resolution and Adjudication Resolution for property located at 411 South 11th Avenue

Notes:

Sponsors:

Enactment Date:

Attachments: MEMO, RESOLUTION, Executed recorded Kyler resolution 2012-30

Enactment Number:

Contact: 601-554-1028

Meeting Date: 03/20/2012

Drafter: Sherry Liggins

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Adopt				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Authorize Mayor to execute an Authority to cancel the Condemnation Resolution and Adjudication Resolution for property located at 411 South 11th Avenue.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0024

Title

Authorize Mayor to execute an Authority to cancel the Condemnation Resolution and Adjudication Resolution for property located at 411 South 11th Avenue

Summary

Condemnation Resolution and Adjudication Resolution are being cancelled because owner is deceased and new owners will repair property.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: City Council
FROM: Bill Rodgers, Building Official
DATE: March 14, 2012
RE: Resolution Cancellation

I recommend to authorize the Mayor to execute an Authority to cancel the Condemnation Resolution recorded in Minute Book 726 Page 105 and the Adjudication Resolution recorded in Minute Book 787 Page 104 for property located at 411 South 11th Avenue, Owner: Annie Snider C/O Estate of Fannie Kyker (deceased) Parcel Number 29-328-25-20.105 because new owner will repair the property.

<u>Property:</u>	<u>Owner:</u>	<u>Parcel #:</u>	<u>Reason:</u>
411 South 11 th Ave	Annie Snider C/O Estate of Fannie Kyker (deceased)	29-328-25-20	new owner to repair property

Prepared by:
City of Hattiesburg
Urban Development
Land Code Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1008

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

STATE OF MISSISSIPPI
COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution & Adjudication Resolution for the property located at 411 South 11th Avenue, Parcel Number: 29-328-25-20; Lt 20 Blk 25 of Hattiesburg Heights proper Sur. 229 of City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; owner (s): Annie Snider Estate of Fannie Kyker (deceased), should now be canceled against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolutions located at Minute Book 726 Page 105 and Minute Book 787 Page 104 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 20th day of March, A.D., 2012.
(S E A L)

CITY OF HATTIESBURG, MS

ATTEST: MAYOR

CITY CLERK
STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Eddie Myers, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

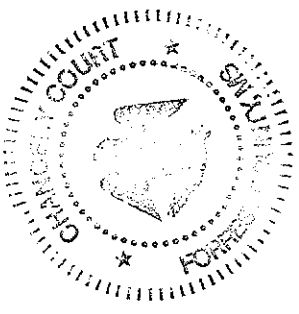
GIVEN under my hand and official seal of office on this, the 20th day on March, A.D., 2012.

NOTARY PUBLIC

My Commission Expires:

Blk 25 Lt 20 HH proper

Forrest County
Filed/Recorded APRIL 3 2012 11:53:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by:
City of Hattiesburg
Urban Development
Land Code Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1008

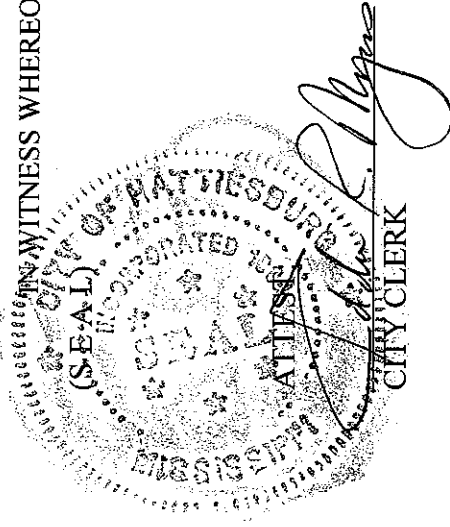
Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4550

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution & Adjudication Resolution for the property located at 411 South 11th Avenue, Parcel Number: 29-328-25-20; Lt 20 Blk 25 of Hattiesburg Heights proper Sur. 229 of City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; owner (s): Annie Snider Estate of Fannie Kyker (deceased), should now be canceled against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolutions located at Minute Book 726 Page 105 and Minute Book 787 Page 104 and that this order be recorded in the records of said County as is provided by law.



CITY OF HATTIESBURG, MS
MAYOR

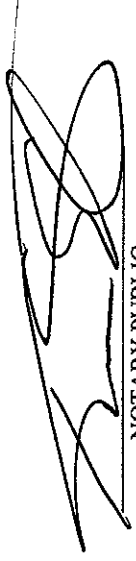
STATE OF MISSISSIPPI

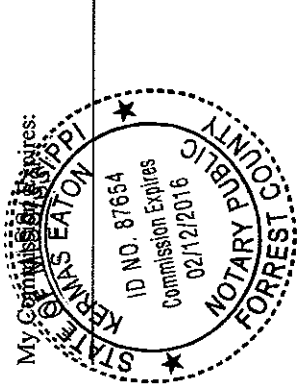
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Eddie Myers, who acknowledged that as Mayor and City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 20th day on March, A.D., 2012.

Inst. 688510
Bk 1124 Pg 0503


NOTARY PUBLIC



Inst. 688510
Bk 1124 Pg 0504



City of Hattiesburg, MS

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

Master

File Number: 2012-0590

File ID: 2012-0590

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/05/2012

Brief Title: Federal and State ESRI License Agreement for GIS

Final Action: 03/20/2012

Minute Book Number: MB2012-1/84

Title:

Authorize the Mayor to execute/renew ESRI User License Agreement in connection with maintenance of the City's GIS system for an amount not to exceed \$5,850.

Notes:

Sponsors:

Enactment Date:

Attachments: ESRI User License Agreement, ESRI GIS System

Enactment Number:

Contact: Christopher Carr

Meeting Date:

Drafter: KaTonya McLaughlin

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Carroll to Authorize the Mayor to execute/renew ESRI User License Agreement in connection with maintenance of the City's GIS system for an amount not to exceed \$5,850.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0590

Title

Authorize the Mayor to execute/renew ESRI User License Agreement in connection with maintenance of the City's GIS system for an amount not to exceed \$5,850.

Summary

Renewal for a User License Agreement for GIS Department

Budget Information

Cost Center: 1094.6020

Amount: \$5,850.00

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

No publication sites or dates

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2572
Fax #: 909-307-3083

Quotation

Date: 12/04/2011**Quotation Number:** 25502778**Send Purchase Orders To:**

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Justin Hoffmaster

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

CITY OF HATTIESBURG
FEDERAL & STATE PROGRAMS DEPT
PO Box 1898
HATTIESBURG MS 39403
Attn: Chris Carr

Customer Number: 6501

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 03/31/2012 End Date: 03/30/2013	3,000.00	3,000.00
1010	1	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 03/31/2012 End Date: 03/30/2013	1,200.00	1,200.00
2010	1	87192 ArcView Single Use Primary Maintenance Start Date: 03/31/2012 End Date: 03/30/2013	400.00	400.00
3010	1	109900 ArcGIS Server Standard Workgroup Up to Two Cores Maintenance Start Date: 03/31/2012 End Date: 03/30/2013	1,250.00	1,250.00

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.

Issued By: Justin Hoffmaster**Ext:** 2572

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2572
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/04/2011

Quotation Number: 25502778

Item Qty Material#

Unit Price

Extended Price

Subtotal	5,850.00
Estimated Tax	0.00
Total	\$ 5,850.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

**esri**

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2572
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/04/2011

Quotation No: 25502778

Customer No: 6501

Item Qty Material#

Unit Price

Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

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**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/2572
Fax #: 909-307-3083

Quotation

Date: 12/04/2011**Quotation Number:** 25502778

CITY OF HATTIESBURG
FEDERAL & STATE PROGRAMS DEPT
PO Box 1898
HATTIESBURG MS 39403
Attn: Chris Carr

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Justin Hoffmaster

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File #54630
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Customer Number: 6501**For questions regarding this document, please contact Customer Service at 888-377-4575.**

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1010	1	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 03/31/2012 End Date: 03/30/2013	1,200.00	1,200.00
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3010	1	109900 ArcGIS Server Standard Workgroup Up to Two Cores Maintenance Start Date: 03/31/2012 End Date: 03/30/2013	1,250.00	1,250.00

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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.

Issued By: Justin Hoffmaster**Ext:** 2572

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532572
Fax #: 909-307-3083

Quotation

Page 2

Date: 12/04/2011

Quotation Number: 25502778

Item Qty Material#

Unit Price

Extended Price

Subtotal	5,850.00
Estimated Tax	0.00
Total	\$ 5,850.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

**esri**

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532572
Fax #: 909-307-3083

Quotation

Page 3

Date: 12/04/2011

Quotation No: 25502778

Customer No: 6501

Item Qty Material#

Unit Price

Extended Price

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If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

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.

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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

3-20-12

Date

Name (Please Print)

Title

[CSBATCHDOM]



City of Hattiesburg, MS

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

Master

File Number: 2012-0591

File ID: 2012-0591

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/05/2012

Brief Title: Request to MDOT for activation of 34th Ave
Landscape and Pedestrian Improvements Project
34th Ave

Final Action: 03/20/2012

Minute Book Number: MB2012-1/84-85

Title:

Authorize Mayor to execute letter to Mississippi Department of Transportation requesting activation of the Landscape and Pedestrian Improvements for 34th Avenue Project.

Notes:

Sponsors:

Enactment Date:

Attachments: 34th Ave sidewalk project

Enactment Number:

Contact:

Meeting Date: 03/06/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Authorize Mayor to execute letter to Mississippi Department of Transportation requesting activation of the Landscape and Pedestrian Improvements for 34th Avenue Project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0591

Title

Authorize Mayor to execute letter to Mississippi Department of Transportation requesting activation of the Landscape and Pedestrian Improvements for 34th Avenue Project.

Summary

Request to MDOT for activation of the Landscape and Pedestrian Improvements for 34th Avenue Project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

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

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

PAUL J. SHOWS (1996)

March 5, 2012

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

Attn: Bert Kuyrkendall

Re: 34th Ave Sidewalk
City of Hattiesburg

Bert,

Enclosed please find the activation letter for execution by the Mayor for the above referenced project. Please have the City Council authorize the Mayor to request activation of the project and supply minutes of the same.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/nd

Enclosure



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

March 20, 2012

David H. Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49 – North Trailer
Saucier, MS 39574-9740

Re: LANDSCAPE AND PEDESTRIAN IMPROVEMENTS FOR 34TH AVENUE
PROJECT ACTIVATION REQUEST

Dear Mr. Seyfarth:

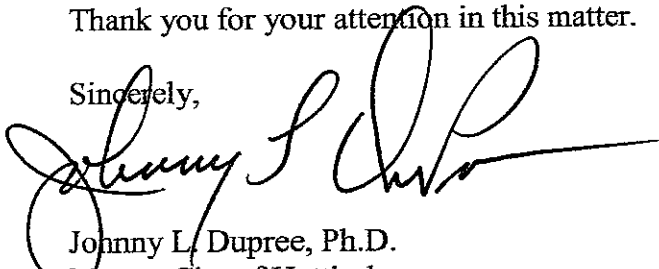
The City of Hattiesburg respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. This project will include sidewalk and landscaping along 34th Avenue.

Enclosed please find a copy of the resolution adopted by the City on March 20, 2012 which requests that the project be initiated by MDOT and a letter from the Hattiesburg Petal Forrest Lamar MPO acknowledging this request.

The point of contract for the City regarding this project will be Bert Kuyrkendall, P.E., Director of Engineering and Ann Jones, General Manager of Grounds and Maintenance, both with the City of Hattiesburg. Mr. Kuyrkendall may be reached at (601) 545-4540. Ms. Jones may be reached at (601) 545-4667.

Thank you for your attention in this matter.

Sincerely,



Johnny L. Dupree, Ph.D.
Mayor, City of Hattiesburg

Enclosures



City of Hattiesburg, MS

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

Master

File Number: 2012-0611

File ID: 2012-0611

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Final Action: 03/20/2012

Brief Title: Approve change order and authorize Mayor to execute Supplemental Agreement No. 1 with The Creel Company, Inc. for the James Street Water Plant Rehabilitation Phase II project.

Minute Book Number: MB 2012-1/85

Title:

Approve change order and Authorize Mayor to execute Supplemental Agreement No. 1 with The Creel Company, Inc. for the James Street Water Plant Rehabilitation Phase II project in the amount of \$19,854.00 (075695.7245.02).

Notes: 075695.7245.02

Sponsors:

Enactment Date:

Attachments: Supplemental Agreement 1, Executed
Agree#1James St

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve change order and Authorize Mayor to execute Supplemental Agreement No. 1 with The Creel Company, Inc. for the James Street Water Plant Rehabilitation Phase II project in the amount of \$19,854.00 (075695.7245.02).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0611

Title

Approve change order and Authorize Mayor to execute Supplemental Agreement No. 1 with The Creel Company, Inc. for the James Street Water Plant Rehabilitation Phase II project in the amount of \$19,854.00 (075695.7245.02).

Summary

Approve change order and Authorize Mayor to execute Supplemental Agreement No. 1 with The Creel Company, Inc. for the James Street Water Plant Rehabilitation Phase II project.

Budget Information

075695.7245.02 \$19,854.00

Expenditure Type

Regular Expenditure

Purchasing Item

Regular Purchase

Publication Information

**JAMES STREET WATER PLANT REHABILITATION
PHASE II
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, The Creel Company, Inc., Contractor and The Ohio Casualty Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 16th Day of August, 2011 for the James Street Water Plant Rehabilitation, Phase II.

WHEREAS: The Project shall be amended to include materials, labor, and any other items required in the installation of a new model BCSW-FRP Greenheck fan system including duct work, electrical service, fiberglass hatch to cover access and replacing the chlorine feed line from the existing concrete to the discharge point. The pay for this work will be lump sum, in the amount of nineteen thousand, eight hundred and fifty four dollars and no cents (\$19,854.00).

Original Contract Amount	\$919,928.00
Per Change Order #1	\$ 19,854.00
Revised Contract Amount	\$939,782.00

The time provided for completion in the Contract is increased by ^{90 #TC}~~60~~ working days.

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

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

DATED, this 2nd day of March, 2012

The Creel Company

The Ohio Casualty Insurance Company

By: Tony Creel

Contractor

By: Randall J. Lunn

Surety

Witness: [Signature]

Witness: Rebecca D. Duncan

City of Hattiesburg

By: _____

Owner

Witness: _____

**JAMES STREET WATER PLANT REHABILITATION
PHASE II
CITY OF HATTIESBURG**

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, The Creel Company, Inc., Contractor and The Ohio Casualty Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 16th Day of August, 2011 for the James Street Water Plant Rehabilitation, Phase II.

WHEREAS: The Project shall be amended to include materials, labor, and any other items required in the installation of a new model BCSW-FRP Greenheck fan system including duct work, electrical service, fiberglass hatch to cover access and replacing the chlorine feed line from the existing concrete to the discharge point. The pay for this work will be lump sum, in the amount of nineteen thousand, eight hundred and fifty four dollars and no cents (\$19,854.00).

Original Contract Amount	\$919,928.00
Per Change Order #1	\$ 19,854.00
Revised Contract Amount	\$939,782.00

The time provided for completion in the Contract is increased by ^{90 #17}~~60~~ working days.

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

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

DATED, this 2nd day of March, 2012

The Creel Company

The Ohio Casualty Insurance Company

By: [Signature]
Contractor

By: [Signature]
Surety

Witness: [Signature]

Witness: [Signature]

City of Hattiesburg

By: [Signature]
Owner

Witness: [Signature]



City of Hattiesburg, MS

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

Master

File Number: 2012-0620

File ID: 2012-0620

Type: Regular Agenda Item

Status: Removed

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Sign Plat of The Ridge at Turtle Creek Subdivision and accept infrastructure including water, sewer, drainage, and roadways for maintenance.

Final Action:

Minute Book Number: MB 2012-1/85 REMO\

Title:

Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance after expiration of 1 year warranty.

Notes:

Sponsors:

Enactment Date:

Attachments: The Ridge Subdivision Final Plat, The Ridge @ TC ROW markers letter

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Remove				
Action Text: Removed.							

Text of Legislative File 2012-0620

Title

Authorize Mayor and City Clerk to sign subdivision Plat of The Ridge at Turtle Creek Subdivision within the City of Hattiesburg, Lamar County, Mississippi and accept infrastructure including water, sewer, drainage, and roadways for maintenance after expiration of 1 year warranty.

Summary

Accept Plat of The Ridge at Turtle Creek Subdivision, and accept infrastructure including

water, sewer, drainage and roadways for maintenance after expiration of 1 year warranty.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Clearpoint

Consulting Engineers, P.A.

March 12, 2012

Bertran Kuyrkendall, PE
Director of Engineering, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Re: The Ridge At Turtle Creek

Bert:

As the surveyor of record for Hattiesburg-Synergy, LLC, this is to inform you that I will order concrete right-of-way markers and have them set along the above referenced street by no later than Friday, March 23rd, 2012 in accordance with Section 115 of the Land Development Code. Additional identifying information required by the code (state plane coordinates, etc.) will also be provided.

Please feel free to contact me if you need any additional information.

Sincerely,



Ronald T. Blackwell, P.E., P.L.S.
President

enclosure



City of Hattiesburg, MS

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

Master

File Number: 2012-0596

File ID: 2012-0596

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/09/2012

Brief Title: Western Beltway Feasibility Study

Final Action: 03/20/2012

Minute Book Number: MB2012-1/85-86

Title:

Recind order found at minute book and page 2011-6/144 and Authorize the Mayor to execute duplicate original agreements with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway (MDOT Project Number STPD-8776-00(004))

Notes:

Sponsors:

Enactment Date:

Attachments: FinalAgrmt, Thompson Eng.Western Beltway

Enactment Number:

Contact:

Meeting Date:

Drafter: Franklyn L. Tate

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Authorize				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Rescind order found at minute book and page 2011-6/144 and Authorize the Mayor to execute duplicate original agreements with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway (MDOT Project Number STPD-8776-00(004)).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0596

Title

Recind order found at minute book and page 2011-6/144 and Authorize the Mayor to execute duplicate original agreements with Thompson Engineering, Inc. to conduct a Feasibility Study in connection with the Western Beltway (MDOT Project Number STPD-8776-00(004))

Summary

Western Beltway Feasibility Study

Budget Information

072201.7230.03

Expenditure Type

Grant (Earmark)

Purchasing Item

Publication Information

PRELIMINARY ENGINEERING SERVICES CONTRACT

Feasibility Study for Proposed Western Beltway
Project No. **STPD-8776-00(004)LPA / 105844-811000**
Forrest County

THIS CONTRACT, is made and entered into by and between the **City of Hattiesburg, MS** a body Corporate of the State of Mississippi (the "LPA"), and, **Thompson Engineering, Inc.** (the "CONSULTANT"), a **Alabama** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is **31 Batson Street, Hattiesburg, MS 39401**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform **a feasibility study for the proposed Western Beltway from US 98 West to US 49 North**, as provided for in Project No. **STPD-8776-00(004)LPA/105844-811000**, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MIDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MIDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope, or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *July 31, 2013* CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

A. Cost and Fees
The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

ARTICLE VI. COMPENSATION, BILLING & AUDIT

B. Monthly Billing
The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4") Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

IF SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents, employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of its agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

ARTICLE VIII. REVIEW OF WORK

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA's option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA's notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an anticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLITTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to subcontract more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be subcontracted in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof, all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property, all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDO and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is requested by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDO and/or the FHWA. This Article shall not apply to information in whatever form

The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq, regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting here from.

IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

This CONTRACT shall be deemed to have been executed in *Forrest County, Mississippi*, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Forrest County, State of Mississippi*. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVII. CONTRACT DISPUTES

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereof, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supercedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA's taking official action to stop work under this CONTRACT, the Executive Director of MIDOT may notify the CONSULTANT, in writing, of MIDOT's intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MIDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY OF HATTIESBURG:

For Contractual Matters:

Franklyn Tate

Director

Department of Federal and State Programs

City of Hattiesburg, MS

200 Forrest Street

Hattiesburg, MS 39401

Telephone: (601) 554-1006

Facsimile: (601) 545-4592

ltate@hattiesburgms.com

THOMPSON ENGINEERING:

For Contractual Matters:

Donald W. Bates, Jr., R.P.C.

Area Vice President

100 Business Park Drive, Suite G

Ridgeland, MS 39157

Telephone: (601) 899-9252

Facsimile: (601) 899-9253

dbates@thompsonengineering.com

For Technical Matters:

Bert Kuyrkendall, P.E.

Director

Engineering Department

City of Hattiesburg

212 West Front Street

Hattiesburg, MS 39401

Telephone: (601) 545-4540

Facsimile: (601) 545-4642

bkuyrkendall@hattiesburgms.com

For Technical Matters:

Tim Bryan, P.E., PTOE

Senior Engineering Manager

31 Batson Street

Hattiesburg, MS 39401

Telephone: (601) 544-7866

Facsimile: (601) 899-9253

tbryan@thompsonengineering.com

Licensure Number

from the Mississippi

Board of Licensure

for Professional

Engineers and Surveyors:

P.E.#: 16336

Surveyor # N/A

P.E. # N/A

Surveyor # N/A

Licensure Number

from the Mississippi

Board of Licensure

for Professional

Engineers and Surveyors:

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTRANS are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

CITY OF HATTIESBURG, MS

Chief Administrative Official
Mayor Johnny L. DuPre, Ph.D.

WITNESS this my signature in execution hereof, this the 23 day of January, 2012.

THOMPSON ENGINEERING

BY: Donald W. Bates, Jr.
Donald W. Bates, Jr., R.P.G.
Area Vice President

ATTEST: Tim Baynes

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

}}} Attach a copy of authority to execute contracts on behalf of the LPV}}}

EXHIBIT 1

**UNANIMOUS CONSENT IN WRITING BY
THE BOARD OF DIRECTORS OF THOMPSON ENGINEERING, INC.**

The undersigned, being all of the members of the Board of Directors of Thompson Engineering, Inc., an Alabama corporation (the "Company"), do hereby consent to and do hereby take the following actions and adopt the following resolution, pursuant to Section 10-2B-8.21 of the Alabama Business Corporation Act:

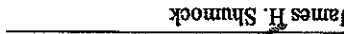
WHEREAS, the board of Directors desire to authorize Donald W. Bates, Jr. to sign the Feasibility Study for Western Beltway contract with the City of Hattiesburg.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned, being all the members of the Board of Directors of Thompson Engineering, Inc., by affixing their signatures below do hereby consent to and do hereby approve and authorize Donald W. Bates, Jr. to sign the above mentioned City of Hattiesburg Contract on behalf of Thompson Engineering, Inc.


John H. Baker, III


Emily E. Baya


Henry R. Seawell, III


James H. Shumock

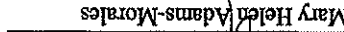

Mary Helen Adams-Morales

EXHIBIT 2

Scope of Work

Feasibility Study for Proposed Western Beltway *Project No. STPD-8776-00(004)LP / 105844-811000* *Forrest County*

The Western Beltway Feasibility Study for Hattiesburg, Mississippi will utilize existing information and studies, along with new highway, traffic, environmental, cultural, and socioeconomic data to assist the City of Hattiesburg, Mississippi Department of Transportation (MDOT), and the Federal Highway Administration (FHWA) in future planning of this new roadway. The conceptual termini for the proposed Western Beltway would run from Highway 49 near the Pep's Point Road north of Hattiesburg to U.S. Highway 98 West near Jackson Road, a distance of approximately 5 miles. The study document will document: Public Involvement, Existing Conditions, Future Conditions, Alternative Strategies, Land Use Issues, Environmental Issues, Traffic Operations, Economic Evaluations, Finance Considerations, and the Preferred Plan. The following is a list of some major items to be incorporated into the feasibility study:

Task 1 Compilation of existing and historical information relevant to the project

- Thompson Engineering will meet with the City of Hattiesburg and MDOT staff to determine what information about the area currently exists. From this meeting, the team will begin the process of compiling all existing data which may consist of previous studies, determinations and commitments by elected officials, relevant legislation, and prior input from public, business, and public officials.
- A corridor study "box" will be defined to capture the area from the northern to the southern termini points. Historical traffic data will be obtained from the City, the local MPO, and MDOT for use in projecting the travel demand on the proposed roadway. Hydrology reports will be requested from MDOT. Existing environmental data available about the area will be acquired, e.g., topography, soils, geology, wetlands/lakes/streams, threatened and endangered species, floodplains, land uses, archaeological and historic sites, transportation infrastructure, utilities, infrastructure, hazardous materials sites, quarries/mines, schools, churches, parks, wildlife areas, recreation areas, cemeteries, residential subdivisions, business/industry locations.
- A Geographical Information System (GIS) will be developed for the project area. ArcGIS Explorer Online will be utilized to assist in sharing the GIS data with the

client and other pertinent stakeholders. In addition, an online file storage system will be developed for easy and secure sharing of files for principals involved in the study. Following the “desktop” corridor analysis, the interdisciplinary team will do limited field surveys of the project area to note any items of significance related to resource areas such as those listed above. All data and mapping information compiled for this feasibility study will be adequately documented and archived for case of use in any future studies on this proposed Western Beltway.

Task 2

Procedures to be used in analysis

- Two (2) initial public involvement meetings will be held to get input from stakeholders in the affected area of the proposed roadway. One meeting will be held in each affected county (Forrest and Lamar). These meetings will allow the stakeholders the opportunity to look at the proposed alignments generated by the team and make comments, voice concerns, and provide insight into the process before the team moves further into the study. For these meetings, the Thompson team will:

- Make all arrangements for adequate and convenient meeting facilities
- Provide all necessary materials, including large table-top maps showing the project area and preliminary conceptual alignments on an aerial photograph
- Provide notice of the meeting through local newspaper advertisement
- Present project before the Boards of Supervisors of both Lamar and Forrest Counties
- Coordinate with City of Hattiesburg media relations for other areas they wish for the project to be advertised

- From the information gathered from the previous studies, existing conditions, field reviews, travel forecasting, and stakeholder meetings, the Goals and Objectives will be identified to be used as a guide in the development of concepts, strategies, and analysis in identifying components of the Preferred Plan.

Task 3

Evaluation of alternatives, management strategies, design levels, and locations

- Using the information gathered, the team will prepare up to three (3) conceptual alignments for further study. Any alternative(s) that is dismissed will also be thoroughly documented for inclusion in NEPA. Screening criteria will be developed to assist in the development and evaluation of various potential highway

alignments. Bicycle and pedestrian facilities will also be considered. A fatal flaw analysis will be performed on each of the conceptual alignments recommended for further evaluation. Roadway cross-sections, access management standards, signalization needs, etc. will be evaluated. Financial feasibility calculations will be performed on each alignment.

Task 4 Determinations of travel forecasts, design and environmental considerations, and preliminary cost estimates of reasonably practical corridor improvements

- The team will meet to refine the most logical termini for the project as well different conceptual alignments within the corridor study boundary. The team members will use the information from the Hattiesburg travel demand model supplemented by any additional information needed, including additional traffic counts, to forecast the amount of traffic that will use the proposed roadway to determine if a facility is needed. The model will provide general capacity/level-of-service (LOS) analyses and other applicable MCFs such as vehicle miles traveled (VMT), vehicle hours traveled (VHT) and delay that will assist in evaluating the new facilities impact on travel conditions in the study area. The HCM software will be used to develop the intersection analyses at the Hwy 98, Hwy 49 and any other necessary intersections.
- Any known environmental issues will be avoided to the maximum extent practicable or if unavoidable, then appropriate mitigation concepts developed. Preliminary cost estimates will be developed for each alternative. Various tools/spreadsheets/mapping software/etc. will be utilized to identify the best conceptual alignments.

Task 5 Economic study of the benefits of alternative improvements, preliminary determination of economic justification and financial feasibility for up to 3 different alternatives

The key purpose of the economic analysis is to provide insight to the future implications of building the corridor and to identify any major differences, in economic terms, between the three corridor alternatives from an expenditure related economic impact perspective.

The consultant team will quantify construction operations, and maintenance (O&M) impacts related to expenditures on local labor and supplies to build, as well as to operate and maintain the proposed facility in the study area. Both of these expenditure types can be translated into key macroeconomic variables such as

Task 6 Engineering and environmental feasibility and refinement of costs and mitigation

Following identification of key corridors, each corridor will be ranked using prioritization and weighting factors, such as safety, stakeholder involvement, environmental and social impacts, economic benefits, and performance.

Overall, the economic evaluation will help in assessing impacts of the reasonable alternatives and this will assist in determining the preliminary determination of economic justification for the three reasonable alternatives.

the total economic impacts associated with the additional corridor expenditures. employment. The direct impacts will be combined with multiplier effects to derive annual Gross Regional Product (measuring overall economic activity), and

Task 7 Draft report

- The results of the study will be presented in the draft report (including an Executive Summary) and submitted to the City of Hattiesburg and MDOT for review and comment.
- The FHWA Planning Environmental Linkages Questionnaire (PEL) will be provided in an appendix of the report. This document serves as a summary of the planning process and cases the transition from the planning phase to the National Environmental Policy Act (NEPA) analysis. The “13 questions” will be answered in paragraph form stating the reason for the study, what the need was, and how (or if) it would seamlessly pass onto the next phase of development.

Task 8 Final report

- Once comments from the draft report have been addressed, a final report (including an Executive Summary) will be provided to the City in electronic form along with 5 hard copies.

ESTIMATED PROJECT SCHEDULE

		2011												2012																																							
		December				November				October				September				August				July				June				May				April				March				February				January							
		24-Dec	31-Dec	7-Jan	14-Jan	21-Jan	28-Jan	4-Feb	11-Feb	18-Feb	25-Feb	3-Mar	10-Mar	17-Mar	24-Mar	31-Mar	7-Apr	14-Apr	21-Apr	28-Apr	5-May	12-May	19-May	26-May	2-Jun	9-Jun	16-Jun	23-Jun	30-Jun	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct	3-Nov	10-Nov	17-Nov	24-Nov	1-Dec	8-Dec	15-Dec
Task	Task Description																																																				
1	Project Management																																																				
2	Completion of existing conditions, history of previous studies, determination and comments by elected officials, consultation of prior regulation for public, business, cultural and historic districts																																																				
3	Preparation of a Purpose and Needs Statement																																																				
4	Issue Identification, design and development of considerations, and preliminary cost estimates for necessary public facilities and programs																																																				
4a	Engineering Meeting to determine the logical limits and the reasonable alternatives																																																				
4b	Preparation of Alternatives																																																				
4c	Final Flow Analysis																																																				
4d	Financial Feasibility of Alternatives																																																				
5	Public Involvement (Stakeholder Meetings)																																																				
5a	Meeting Preparation																																																				
6	Economic study of the benefits of economic improvements, preliminary determination of economic justification and financial feasibility																																																				
6a	Transit Feasibility (Modeling Period)																																																				
6b	Environmental Feasibility																																																				
7	Economic Benefits of Alternatives Analysis																																																				
8	Preparation of Planning Process Memo																																																				
8a	Meeting Preparation																																																				
9	Comparison of all Data and incorporation into a draft and then Final Document																																																				
9a	QA/QC																																																				

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract. All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 164.13% (FCCM: 0.99%) of direct salary cost. These rates shall be used to calculate costs under this CONTRACT and in the preparation of cost estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the *MASTTO Audit Guide, 2010, as amended*. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order #470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was

established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses, or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be **\$11,620.56** which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$252,640.10** (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	\$96,494.11				
Direct Cost	\$3090.50				
Fixed Fee	\$11,620.56				
FCCM	\$343.89				
Sub-Consultant	W.S. \$69,012.71 TWA \$21,506.67 SOL \$25,448.85 PE&P \$25,110.61				
Total	\$252,627.90				

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4

SAMPLE INVOICE

DATE:

CITY OF HATTIESBURG, MISSISSIPPI
P.O. BOX 1898
HATTIESBURG, MS 39403-1898
ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____ THROUGH _____, 20____
PROFESSIONAL SERVICES IN ACCORDANCE WITH _____, 20____

CONTRACT DATED _____, 20____, AS RELATES TO
PROJECT NO. STPD-8776-00(004) IPA IN FOREST COUNTY

CONSULTANT: THOMPSON ENGINEERING
31 BATSON STREET
HATTIESBURG, MS 39401

CUSTOMER NUMBER 000000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

PERIOD	ESTIMATE	TO DATE	CURRENT	PREVIOUS	TOTAL ALLOWED
DIRECT SALARIES	\$	\$	\$		
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$		
FIXED FEE (% complete X total fee less amounts previously paid - not to exceed 75%)	\$	\$	\$		
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$		
** DIRECT COSTS	\$	\$	\$		
PROJECT TOTAL	\$	\$	\$		
AMOUNT DUE THIS INVOICE	\$	\$	\$		

NOTE:

- * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-
DIRECT COSTS (ATTACH SUPPORTING DATA))
- ** THE CONSULTANT MAY USE ITS OWN INVOICE FORM AS LONG AS IT HAS BEEN
APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A
MINIMUM, CONTAIN THE ABOVE INFORMATION
- 3.

SUPPORTING DATA

Project No.: STPD-8776-00(004)1PA
County: Forest

Current Employee and Classification	Current Rate of Pay	Period Hours	Period Costs	Previous Period Costs	Costs To Date
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DIRECT LABOR AND DIRECT COSTS

John P. Public, Jr	0.00	0.0	0.00	0.00	0.00
Engineer					
John P. Public, Jr	0.00	0.0	0.00	0.00	0.00
Designer					
John P. Public, Jr	0.00	0.0	0.00	0.00	0.00
Engineer					
Sub Total		0.0	0.00	0.00	0.00

Payroll Additives (minus FICA)			0.00	0.00	0.00
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FICA (Direct Labor * FICA)			0.00	0.00	0.00
Direct Costs			0.00	0.00	0.00
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTRANS, for itself, its assigns and successor-in-interest (hereinafter referred to as the "CONSULTRANS") agrees as follows:

1. Compliance with Regulations: The CONSULTRANS will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTRANS, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTRANS will 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. In addition, the CONSULTRANS will not participate either directly or indirectly in discrimination relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

3. Solicitations for Subcontracts: Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTRANS for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTRANS of the CONSULTRANS's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTRANS shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act. Compliance 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) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act. 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises. It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTRANS shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTRANS (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTRANS (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTRANS (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility. All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion, or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT;

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or the awarding 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.

(g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-111, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement, except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 32 day of January, 2012.

Thompson Engineering

BY:

Donald W. Bates, Jr., R.P.G.
Area Vice President

Tim Dwyer
Notary



ATTEST: _____
My Commission Expires:

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 2011.

LPA: City of Hattiesburg, MS

Chief Administrative Official
Mayor Johnny L. DuPre, Ph.D.

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

135423

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

By:

Donald W. Bates, Jr.
Authorized Officer or Agent

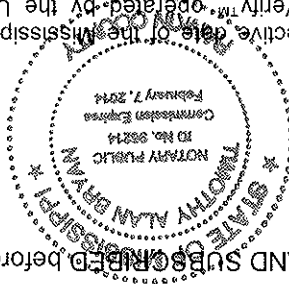
1-23-12
Date

Donald W. Bates, Jr., R.P.G.

Area Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the *23rd* day of *JANUARY*, 2012.

Tim Blythe
NOTARY PUBLIC
My Commission Expires: *2/1/2014*



* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™, operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

Feasibility Study - Western Beltway

Termini:

HWY 49 N to HWY 98 W

Prepared for:

Mississippi Department of Transportation

Project Number:

STPD-8776-00(004)LPA / 105844-811000
CITY OF HATTIESBURG, MS

Prepared by: Thompson Engineering

Submitted:
Revised:

Cost Summary

HWY 49 N to HWY 98 W

Feasibility Study - Western Beltway
Planning Services

Prime Consultant

Thompson Engineering

Labor Costs

\$ 108,458.56

Direct Costs

\$ 3,090.50

Subtotal

\$ 111,549.06

44.16%

Subconsultant Costs

Wilbur Smith

Labor Costs

\$ 66,753.71

Direct Costs

\$ 2,259.00

27.32%

The Walker Associates

Labor Costs

\$ 21,478.62

Direct Costs

\$ 28.05

8.51%

SOL Engineering

Labor Costs

\$ 23,858.35

Direct Costs

\$ 1,590.50

10.07%

Pritchett Engineering & Planning

Labor Costs

\$ 24,221.36

Direct Costs

\$ 889.25

9.94%

Subtotal

\$ 141,078.85

55.84%

TOTAL COSTS

\$ 252,627.90

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE **CONSULTANT Thompson Engineering** *Feasibility Study-Western Beltway* *Planning Services*

Audited Overhead Rate 164.130% FOCM Rate: 0.99%

Classification	Raw Wage Rate	Audited OH Rate	FOCM Rate	Profit 12%	Regular Billing Rate
Senior Project Manager	\$ 44.20	\$ 72.55	\$ 0.44	\$ 14.06	\$ 131.25
Senior Engineer	\$ 43.09	\$ 70.72	\$ 0.43	\$ 13.71	\$ 127.95
Senior Scientist	\$ 39.60	\$ 65.00	\$ 0.39	\$ 12.60	\$ 117.59
EIT	\$ 22.77	\$ 37.37	\$ 0.23	\$ 7.24	\$ 67.61
Client Liaison	\$ 32.19	\$ 52.83	\$ 0.32	\$ 10.24	\$ 95.58
Admin	\$ 17.51	\$ 28.74	\$ 0.17	\$ 5.57	\$ 51.99

BILLING RATE TABLE **SUB-CONSULTANT Wilbur Smith** *Feasibility Study-Western Beltway* *Planning Services*

Overhead Rate 168.950%		FCCM Rate		0.18%	
Classification	Raw Wage Rate	Audited OH Rate	FCCM Rate	Profit 12%	Regular Billing Rate
Senior Economist/Planner	\$ 54.80	\$ 92.58	\$ 0.10	\$ 17.70	\$ 165.18
Economist/Planner	\$ 29.90	\$ 50.52	\$ 0.05	\$ 9.66	\$ 90.13
Task Manager/Modeling Manager	\$ 54.80	\$ 92.58	\$ 0.10	\$ 17.70	\$ 165.18
Travel Demand Modeler	\$ 35.50	\$ 59.98	\$ 0.06	\$ 11.46	\$ 107.01

BILLING RATE TABLE **SUB-CONSULTANT The Walker Associates** *Feasibility Study-Western Beltway* *Planning Services*

Overhead Rate	<u>146.560%</u>				
Classification	Raw	Wage	Audited	OH Rate	Profit
					12%
					Regular
					Billing
					Rate
Senior Engineer	\$ 59.75	\$ 87.57	\$ 17.68	\$ 165.00	
Project Engineer	\$ 54.75	\$ 80.24	\$ 16.20	\$ 151.19	
EIT	\$ 26.44	\$ 38.75	\$ 7.82	\$ 73.01	

BILLING RATE TABLE **SUB-CONSULTANT SOL Engineering** *Feasibility Study-Western Beltway* *Planning Services*

Overhead Rate	<u>132.670%</u>			
Classification	Raw	Wage	Audited	Profit
		Rate	OH Rate	12%
Principal	\$ 60.50	\$ 80.27	\$ 16.89	\$ 157.66
Senior Engineer	\$ 44.50	\$ 59.04	\$ 12.42	\$ 115.96
Engineer	\$ 40.00	\$ 53.07	\$ 11.17	\$ 104.24
EIT	\$ 21.25	\$ 28.19	\$ 5.93	\$ 55.38
Admin	\$ 14.75	\$ 19.57	\$ 4.12	\$ 38.44

BILLING RATE TABLE **SUB-CONSULTANT Pritchett Engineering and Planning** *Feasibility Study-Western Beltway* *Planning Services*

Overhead Rate		162.470%			
Classification	Raw Wage Rate	Audited OH Rate	Profit 12%	Regular Billing Rate	
Senior Engineer	\$ 56.25	\$ 91.39	\$ 17.72	\$ 165.36	
Senior Scientist	\$ 48.00	\$ 77.99	\$ 15.12	\$ 141.10	
Engineer/Scientist/SCET	\$ 35.00	\$ 56.86	\$ 11.02	\$ 102.89	
Admin/PL Specialist	\$ 35.00	\$ 56.86	\$ 11.02	\$ 102.89	

HOUR DISTRIBUTION / LABOR COSTS

Thompson Engineering
Feasibility Study-Western Beltway
Planning Services

Project No. STPD-8776-00(004)LP / 105844-811000

Thompson Engineering																
POSITION TITLE																
24	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	Hours	Rate	Extension
Hours Per Month																
24	16	16	5	5	5	5	5	8	8	8	8	16	121	\$ 131.25	\$ 15,880.65	
60	20	24	8	16	16	16	4	24	6	6	6	64	274	\$ 127.95	\$ 35,058.04	
40	32	20	4	16	16	16	44	24	24	16	16	298	117.59	\$ 35,040.63		
8			24	48	16	16	16	16	16	8	8	128	67.61	\$ 8,654.33		
8			8		24	16	8	24	40	8	8	112	95.88	\$ 10,705.32		
2	2	2	4	2	10	2	2	2	2	10	10	12	60	\$ 51.99	3119.592806	
Admin																
Senior Project Manager																
Senior Engineer																
Senior Scientist																
EIT																
Client Liaison																
Admin																
Without Smith																
POSITION TITLE																
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal	Hours	Rate	Extension	
Hours Per Month																
140								40				140	\$ 165.18	\$ 23,125.37		
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								12				140	\$ 1			

Feasibility Study-Western Beltway
Planning Services

[illegible]

Feasibility Study-Western Beltway
Planning Services

POSITION TITLE		Days		Hotel		Meals		Miles		Total Mileage		Economic Data Profile		MONTH TOTAL	
	Senior Economist/Planner			\$ -		\$ -		500		\$ 255.00		\$ 1,000.00			
	Economist/Planner	2		\$ 165.00		\$ 82.00		500		\$ 255.00		\$ -			
	Task Manager/Modeling Manager	2		\$ 165.00		\$ 82.00		500		\$ 255.00		\$ -			
	Travel Demand Modeler			\$ -		\$ -				\$ -		\$ -			
	Hotel:			\$82.50		per day									
	Meals			\$41.00		per day									
	Mileage			\$0.51		per mile									
	TOTAL														\$ 2,259.00

Feasibility Study-Western Beltway
Planning Services

[illegible]

Feasibility Study-Western Beltway
Planning Services

[illegible]

Feasibility Study-Western Beltway

[illegible]

PRELIMINARY ENGINEERING SERVICES CONTRACT

Feasibility Study for Proposed Western Beltway
Project No. ***STPD-8776-00(004)LPA / 105844-811000***
Forrest County

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg, MS*** a body Corporate of the State of Mississippi (the "LPA"), and, ***Thompson Engineering, Inc.*** (the "CONSULTANT"), a ***Alabama*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***31 Batson Street, Hattiesburg, MS 39401***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform ***a feasibility study for the proposed Western Beltway from US 98 West to US 49 North***, as provided for in Project No. ***STPD-8776-00(004)LPA/105844-811000***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until *July 31, 2013* CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest County**, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting here from.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT’S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY OF HATTIESBURG:

For Contractual Matters:

Franklyn Tate
Director
Department of Federal and State Programs
City of Hattiesburg, MS
200 Forrest Street
Hattiesburg, MS 39401
Telephone: (601) 554-1006
Facsimile: (601) 545-4592
ftate@hattiesburgms.com

For Technical Matters:

Bert Kuyrkendall, P.E.
Director
Engineering Department
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401
Telephone: (601) 545-4540
Facsimile: (601) 545-4642
bkuyrkendall@hattiesburgms.com

THOMPSON ENGINEERING:

For Contractual Matters:

Donald W. Bates, Jr., R.P.G.
Area Vice President
100 Business Park Drive, Suite G
Ridgeland, MS 39157
Telephone: (601) 899-9252
Facsimile: (601) 899-9253
bdates@thompsonengineering.com

For Technical Matters:

Tim Bryan, P.E., PTOE
Senior Engineering Manager
31 Batson Street
Hattiesburg, MS 39401
Telephone: (601) 544-7866
Facsimile: (601) 899-9253
tbryan@thompsonengineering.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # N/A
Surveyor # N/A

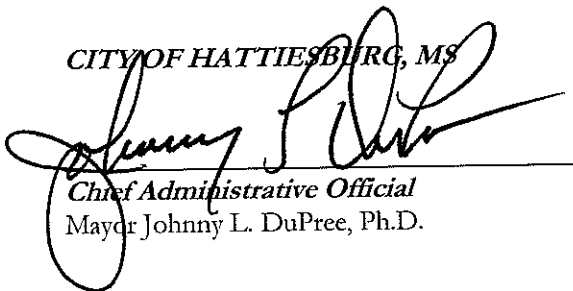
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E.#: 16336
Surveyor # N/A

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

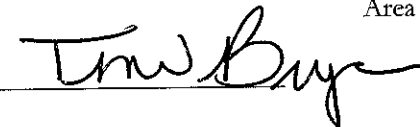
WITNESS this my signature in execution hereof, this the 20 day of March, 2012.

CITY OF HATTIESBURG, MS

Chief Administrative Official
Mayor Johnny L. DuPree, Ph.D.

WITNESS this my signature in execution hereof, this the 23 day of January, 2012.

THOMPSON ENGINEERING

BY: 
Donald W. Bates, Jr., R.P.G.
Area Vice President

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

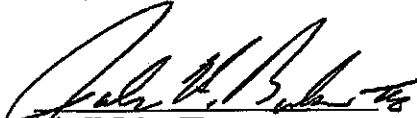
{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

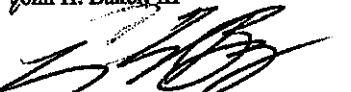
**UNANIMOUS CONSENT IN WRITING BY
THE BOARD OF DIRECTORS OF THOMPSON ENGINEERING, INC.**

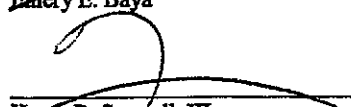
The undersigned, being all of the members of the Board of Directors of Thompson Engineering, Inc., an Alabama corporation (the "Company"), do hereby consent to and do hereby take the following actions and adopt the following resolution, pursuant to Section 10-2B-8.21 of the Alabama Business Corporation Act:

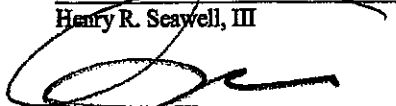
WHEREAS, the board of Directors desire to authorize Donald W. Bates, Jr. to sign the Feasibility Study for Western Beltway contract with the City of Hattiesburg.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned, being all the members of the Board of Directors of Thompson Engineering, Inc., by affixing their signatures below do hereby consent to and do hereby approve and authorize Donald W. Bates, Jr. to sign the above mentioned City of Hattiesburg Contract on behalf of Thompson Engineering, Inc.


John H. Baker, III


Emery E. Baya


Henry R. Seawell, III


James H. Shumock


Mary Helen Adams-Morales

EXHIBIT 2

Scope of Work

Feasibility Study for Proposed Western Beltway
Project No. ***STPD-8776-00(004)LPA / 105844-811000***
Forrest County

The Western Beltway Feasibility Study for Hattiesburg, Mississippi will utilize existing information and studies, along with new highway, traffic, environmental, cultural, and socioeconomic data to assist the City of Hattiesburg, Mississippi Department of Transportation (MDOT), and the Federal Highway Administration (FHWA) in future planning of this new roadway. The conceptual termini for the proposed Western Beltway would run from Highway 49 near the Pep's Point Road north of Hattiesburg to U.S. Highway 98 West near Jackson Road, a distance of approximately 5 miles. The study document will document: Public Involvement, Existing Conditions, Future Conditions, Alternative Strategies, Land Use Issues, Environmental Issues, Traffic Operations, Economic Evaluations, Finance Considerations, and the Preferred Plan. The following is a list of some major items to be incorporated into the feasibility study.

Task 1 Compilation of existing and historical information relevant to the project

- Thompson Engineering will meet with the City of Hattiesburg and MDOT staff to determine what information about the area currently exists. From this meeting, the team will begin the process of compiling all existing data which may consist of previous studies, determinations and commitments by elected officials, relevant legislation, and prior input from public, business, and public officials.
- A corridor study "box" will be defined to capture the area from the northern to the southern termini points. Historical traffic data will be obtained from the City, the local MPO, and MDOT for use in projecting the travel demand on the proposed roadway. Hydrology reports will be requested from MDOT. Existing environmental data available about the area will be acquired, e.g., topography, soils, geology, wetlands/lakes/streams, threatened and endangered species, floodplains, land uses, archeological and historic sites, transportation infrastructure, utilities infrastructure, hazardous materials sites, quarries/mines, schools, churches, parks, wildlife areas, recreation areas, cemeteries, residential subdivisions, business/industry locations.
- A Geographical Information System (GIS) will be developed for the project area. ArcGIS Explorer Online will be utilized to assist in sharing the GIS data with the

client and other pertinent stakeholders. In addition, an online file storage system will be developed for easy and secure sharing of files for principals involved in the study. Following the “desktop” corridor analysis, the interdisciplinary team will do limited field surveys of the project area to note any items of significance related to resource areas such as those listed above. All data and mapping information compiled for this feasibility study will be adequately documented and archived for ease of use in any future studies on this proposed Western Beltway.

Task 2 Procedures to be used in analysis

- Two (2) initial public involvement meetings will be held to get input from stakeholders in the affected area of the proposed roadway. One meeting will be held in each affected county (Forrest and Lamar). These meetings will allow the stakeholders the opportunity to look at the proposed alignments generated by the team and make comments, voice concerns, and provide insight into the process before the team moves further into the study. For these meetings, the Thompson team will:
 - Make all arrangements for adequate and convenient meeting facilities
 - Provide all necessary materials, including large table-top maps showing the project area and preliminary conceptual alignments on an aerial photograph
 - Provide notice of the meeting through local newspaper advertisement
 - Present project before the Boards of Supervisors of both Lamar and Forrest Counties
 - Coordinate with City of Hattiesburg media relations for other areas they wish for the project to be advertised
- From the information gathered from the previous studies, existing conditions, field reviews, travel forecasting, and stakeholder meetings, the Goals and Objectives will be identified to be used as a guide in the development of concepts, strategies, and analysis in identifying components of the Preferred Plan.

Task 3 Evaluation of alternatives, management strategies, design levels, and locations

- Using the information gathered, the team will prepare up to three (3) conceptual alignments for further study. Any alternative(s) that is dismissed will also be thoroughly documented for inclusion in NEPA. Screening criteria will be developed to assist in the development and evaluation of various potential highway

alignments. Bicycle and pedestrian facilities will also be considered. A fatal flaw analysis will be performed on each of the conceptual alignments recommended for further evaluation. Roadway cross-sections, access management standards, signalization needs, etc. will be evaluated. Financial feasibility calculations will be performed on each alignment.

Task 4 Determinations of travel forecasts, design and environmental considerations, and preliminary cost estimates of reasonably practical corridor improvements

- The team will meet to refine the most logical termini for the project as well different conceptual alignments within the corridor study boundary. The team members will use the information from the Hattiesburg travel demand model supplemented by any additional information needed, including additional traffic counts, to forecast the amount of traffic that will use the proposed roadway to determine if a facility is needed. The model will provide general capacity/level-of-service (LOS) analyses and other applicable MOEs such as vehicle miles traveled (VMT), vehicle hours traveled (VHT) and delay that will assist in evaluating the new facilities impact on travel conditions in the study area. The HCM software will be used to develop the intersection analyses at the Hwy 98, Hwy 49 and any other necessary intersections.
- Any known environmental issues will be avoided to the maximum extent practicable or if unavoidable, then appropriate mitigation concepts developed. Preliminary cost estimates will be developed for each alternative. Various tools/spreadsheets/mapping software/etc. will be utilized to identify the best conceptual alignments.

Task 5 Economic study of the benefits of alternative improvements, preliminary determination of economic justification and financial feasibility for up to 3 different alternatives

The key purpose of the economic analysis is to provide insight to the future implications of building the corridor and to identify any major differences, in economic terms, between the three corridor alternatives from an expenditure related economic impact perspective.

The consultant team will quantify construction operations, and maintenance (O&M) impacts related to expenditures on local labor and supplies to build, as well as to operate and maintain the proposed facility in the study area. Both of these expenditure types can be translated into key macroeconomic variables such as

annual Gross Regional Product (measuring overall economic activity), and employment. The direct impacts will be combined with multiplier effects to derive the total economic impacts associated with the additional corridor expenditures. Overall, the economic evaluation will help in assessing impacts of the reasonable alternatives and this will assist in determining the preliminary determination of economic justification for the three reasonable alternatives.

Task 6 Engineering and environmental feasibility and refinement of costs and mitigation

Following identification of key corridors, each corridor will be ranked using prioritization and weighting factors, such as safety, stakeholder involvement, environmental and social impacts, economic benefits, and performance.

Task 7 Draft report

- The results of the study will be presented in the draft report (including an Executive Summary) and submitted to the City of Hattiesburg and MDOT for review and comment.
- The FHWA Planning Environmental Linkages Questionnaire (PEL) will be provided in an appendix of the report. This document serves as a summary of the planning process and eases the transition from the planning phase to the National Environmental Policy Act (NEPA) analysis. The “13 questions” will be answered in paragraph form stating the reason for the study, what the need was, and how (or if) it would seamlessly pass onto the next phase of development.

Task 8 Final report

- Once comments from the draft report have been addressed, a final report (including an Executive Summary) will be provided to the City in electronic form along with 5 hard copies.

ESTIMATED PROJECT SCHEDULE WESTERN BELTWAY FEASIBILITY STUDY

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EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 164.13% (FCCM: 0.99%) of direct salary cost. These rates shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM for cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the LPA, or the LPA's designated auditor at the conclusion of the contract in accordance with Federal and LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was

established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be **\$11,620.56** which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$252,640.10** (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant	Total
\$96,494.11	\$3090.50	\$11,620.56	\$343.89	W.S. \$69,012.71 TWA \$21,506.67 SOL \$25,448.85 PE&P \$25,110.61	\$252,627.90

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

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

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. STPD-8776-00(004)LPA IN FORREST COUNTY

CONSULTANT: THOMPSON ENGINEERING
31 BATSON STREET
HATTIESBURG, MS 39401

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

<u>PERIOD</u>	<u>ESTIMATE</u>	<u>CURRENT TO DATE</u>	<u>PREVIOUS</u>	<u>TOTAL ALLOWED</u>
DIRECT SALARIES		\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)		\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)		\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only		\$	\$	\$
** DIRECT COSTS		\$	\$	\$
PROJECT TOTAL		\$	\$	\$
AMOUNT DUE THIS INVOICE:		\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.: STPD-8776-00(004)LPA

County: Forrest

<u>Current Employee and Classification</u>	<u>Current Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will 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. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear 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) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 23 day of January, ~~2011~~ 2012

Thompson Engineering

BY: Donald W. Bates, Jr.
Donald W. Bates, Jr., R.P.G.
Area Vice President



ATTEST: _____
My Commission Expires: _____

Tim Bryan
Notary

EXHIBIT 7

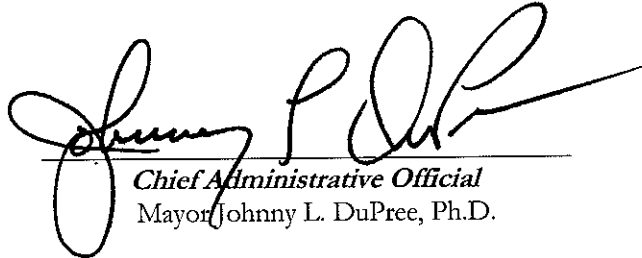
CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 20 day of March, ~~2011~~ 2012 OKB

LPA: City of Hattiesburg, MS



Chief Administrative Official
Mayor Johnny L. DuPree, Ph.D.

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

135423

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

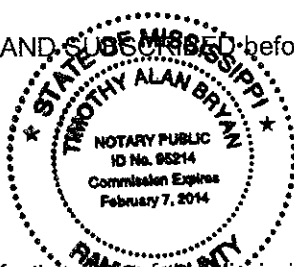
BY: Donald W. Bates, Jr.
Authorized Officer or Agent

1-23-12
Date

Donald W. Bates, Jr., R.P.G
Printed Name of Authorized Officer or Agent

Area Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this 23rd day of JANUARY, 2012.



Tim Bryan
NOTARY PUBLIC
My Commission Expires: 2/7/2014

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

Feasibility Study - Western Beltway

Termini:

HWY 49 N to HWY 98 W

Prepared for:

Mississippi Department of Transportation

Project Number:

STPD-8776-00(004)LPA / 105844-811000

CITY OF HATTIESBURG, MS

Prepared by: Thompson Engineering

Submitted:

Revised:

Cost Summary

HWY 49 N to HWY 98 W Feasibility Study - Western Beltway Planning Services

Prime Consultant	Thompson Engineering		
	Labor Costs	\$ 108,458.56	
	Direct Costs	\$ 3,090.50	
	Subtotal	\$ 111,549.06	44.16%
Subconsultant Costs	Wilbur Smith		
	Labor Costs	\$ 66,753.71	
	Direct Costs	\$ 2,259.00	
		\$ 69,012.71	27.32%
	The Walker Associates		
	Labor Costs	\$ 21,478.62	
	Direct Costs	\$ 28.05	
		\$ 21,506.67	8.51%
	SOL Engineering		
	Labor Costs	\$ 23,858.35	
	Direct Costs	\$ 1,590.50	
		\$ 25,448.85	10.07%
	Pritchett Engineering & Planning		
	Labor Costs	\$ 24,221.36	
	Direct Costs	\$ 889.25	
		\$ 25,110.61	9.94%
	Subtotal	\$ 141,078.85	55.84%
TOTAL COSTS		\$ 252,627.90	

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE
CONSULTANT Thompson Engineering
Feasibility Study-Western Beltway
Planning Services

Audited Overhead Rate 164.130%

FCCM Rate: 0.99%

Classification	Raw Wage Rate	Audited OH Rate	FCCM Rate	Profit 12%	Regular Billing Rate
Senior Project Manager	\$ 44.20	\$ 72.55	\$ 0.44	\$ 14.06	\$ 131.25
Senior Engineer	\$ 43.09	\$ 70.72	\$ 0.43	\$ 13.71	\$ 127.95
Senior Scientist	\$ 39.60	\$ 65.00	\$ 0.39	\$ 12.60	\$ 117.59
EIT	\$ 22.77	\$ 37.37	\$ 0.23	\$ 7.24	\$ 67.61
Client Liason	\$ 32.19	\$ 52.83	\$ 0.32	\$ 10.24	\$ 95.58
Admin	\$ 17.51	\$ 28.74	\$ 0.17	\$ 5.57	\$ 51.99

BILLING RATE TABLE
SUB-CONSULTANT Wilbur Smith
Feasibility Study-Western Beltway
Planning Services

Overhead Rate 168.950%

FCCM Rate 0.18%

Classification	Raw Wage Rate	Audited OH Rate	FCCM Rate	Profit 12%	Regular Billing Rate
Senior Economist/Planner	\$ 54.80	\$ 92.58	\$ 0.10	\$ 17.70	\$ 165.18
Economist/Planner	\$ 29.90	\$ 50.52	\$ 0.05	\$ 9.66	\$ 90.13
Task Manager/Modeling Manager	\$ 54.80	\$ 92.58	\$ 0.10	\$ 17.70	\$ 165.18
Travel Demand Modeler	\$ 35.50	\$ 59.98	\$ 0.06	\$ 11.46	\$ 107.01

BILLING RATE TABLE
SUB-CONSULTANT The Walker Associates
Feasibility Study-Western Beltway
Planning Services

Overhead Rate 146.560%

Classification	Raw Wage Rate	Audited OH Rate	Profit 12%	Regular Billing Rate
Senior Engineer	<u>\$ 59.75</u>	\$ 87.57	\$ 17.68	\$ 165.00
Project Engineer	<u>\$ 54.75</u>	\$ 80.24	\$ 16.20	\$ 151.19
EIT	<u>\$ 26.44</u>	\$ 38.75	\$ 7.82	\$ 73.01

BILLING RATE TABLE

SUB-CONSULTANT SOL Engineering

*Feasibility Study-Western Beltway
Planning Services*

Overhead Rate 132.670%

Classification	Raw Wage Rate	Audited OH Rate	Profit 12%	Regular Billing Rate
Principal	\$ 60.50	\$ 80.27	\$ 16.89	\$ 157.66
Senior Engineer	\$ 44.50	\$ 59.04	\$ 12.42	\$ 115.96
Engineer	\$ 40.00	\$ 53.07	\$ 11.17	\$ 104.24
EIT	\$ 21.25	\$ 28.19	\$ 5.93	\$ 55.38
Admin	\$ 14.75	\$ 19.57	\$ 4.12	\$ 38.44

BILLING RATE TABLE
SUB-CONSULTANT Pritchett Engineering and Planning
Feasibility Study-Western Beltway
Planning Services

Overhead Rate 162.470%

Classification	Raw Wage Rate	Audited OH Rate	Profit 12%	Regular Billing Rate
Senior Engineer	<u>\$ 56.25</u>	\$ 91.39	\$ 17.72	\$ 165.36
Senior Scientist	<u>\$ 48.00</u>	\$ 77.99	\$ 15.12	\$ 141.10
Engineer/Scientist/SCET	<u>\$ 35.00</u>	\$ 56.86	\$ 11.02	\$ 102.89
Admin/PL Specialist	<u>\$ 35.00</u>	\$ 56.86	\$ 11.02	\$ 102.89

HOUR DISTRIBUTION / LABOR COSTS

Thompson Engineering Feasibility Study-Western Beltway Planning Services

Project No. STPD-8776-00(004)LPA / 105844-811000

Project No. STPD-8776-00(004)LPA / 105844-811000																
Thompson Engineering	Hours Per Month												Subtotal	Hourly		
POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Rate	Extension	
Senior Project Manager	24	16	16	5	5	5	5	5	8	8	8	16	121	\$ 131.25	\$ 15,880.65	
Senior Engineer	60	20	24	8	16	16	16	4	24	6	56	24	274	\$ 127.95	\$ 35,058.04	
Senior Scientist	40	32	20	4	16	16	16	44	24	6	64	16	298	\$ 117.59	\$ 35,040.63	
EIT			24	48	16			16	16		8		128	\$ 67.61	\$ 8,654.33	
Client Liason	8		8		24	16			40	8		8	112	\$ 95.58	\$ 10,705.32	
Admin	2	2	4	2	10	2	2	2	2	10	10	12	60	\$ 51.99	3119.592806	
Labor Subtotal (Regular)														\$ 108,458.56		

Wilbur Smith	Hours Per Month												Subtotal	Hourly	Extension
POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Rate	
Senior Economist/Planner							12	88	40				140	\$ 165.18	\$ 23,125.37
Economist/Planner							12	88	40				140	\$ 90.13	\$ 12,617.68
Task Manager/Modeling Manager						8	60	18	24				110	\$ 165.18	\$ 18,169.94
Travel Demand Modeler						16	80	24					120	\$ 107.01	\$ 12,840.73
Labor Subtotal (Regular)														\$ 66,753.71	

The Walker Associates		Hours Per Month												Subtotal	Hourly	
POSITION TITLE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Rate	Extension
Senior Engineer		11	2	10	12	6	6			4	6	2	2	61	\$ 165.00	\$ 10,064.88
Project Engineer		9		10	12		6			2	6	2		47	\$ 151.19	\$ 7,105.96
EIT		5			20	26						8		59	\$ 73.01	\$ 4,307.79
														Labor Subtotal (Regular)		\$ 21,478.62

SOL Engineering	Hours Per Month												Subtotal	Hourly	
POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Rate	Extension
Principal	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	0.67	8	\$ 157.66	\$ 1,261.26
Senior Engineer	1	1	9	1	3	15	1	1	1	13	1	9	56	\$ 115.96	\$ 6,493.91
Engineer			14	9	15	32			12	20	4	8	114	\$ 104.24	\$ 11,882.92
EIT			6	9	11	16				8	4		54	\$ 55.38	\$ 2,990.27
Admin	0.67	0.67	3.67	3.67	4.67	8.67	0.67	0.67	0.67	6.67	0.67	0.67	32	\$ 38.44	\$ 1,229.99
Labor Subtotal (Regular)														\$ 23,858.35	

Pritchett Engineering and Planning	Hours Per Month												Subtotal	Hourly	Extension
POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Rate	
Senior Engineer			14										14	\$ 165.36	\$ 2,314.99
Senior Scientist								12	12				24	\$ 141.10	\$ 3,386.49
Engineer/Scientist/SCET								64	36				100	\$ 102.89	\$ 10,288.82
Admin/PL Specialist					24	16			24	16			80	\$ 102.89	\$ 8,231.06
Labor Subtotal (Regular)														\$ 24,221.36	

DIRECT COSTS
CONSULTANT: Thompson Engineering
Feasibility Study-Western Beltway
Planning Services

POSITION TITLE	Hotel		Meals		Mileage		PRINTING	MONTH TOTAL
	Days	Total	Days	Total	Miles	Total		
Senior Project Manager		\$ -		\$ -	550	\$ 280.50	\$ 500.00	\$ 780.50
Senior Engineer	2	\$ 165.00	2	\$ 82.00	550	\$ 280.50	\$ -	\$ 527.50
Senior Scientist	2	\$ 165.00	2	\$ 82.00	550	\$ 280.50	\$ -	\$ 527.50
EIT		\$ -		\$ -		\$ -	\$ -	\$ -
Client Liason		\$ -		\$ -	500	\$ 255.00	\$ 750.00	\$ 1,005.00
Admin		\$ -		\$ -		\$ -	\$ 250.00	\$ 250.00
Hotel:		\$82.50		per day				
Meals		\$41.00		per day				
Mileage		\$0.51		per mile				
TOTAL							\$ 3,090.50	

DIRECT COSTS
SUB-CONSULTANT: Wilbur Smith
Feasibility Study-Western Beltway
Planning Services

POSITION TITLE	Hotel		Meals		Mileage		Economic Data Profile	MONTH
	Days	Total	Days	Total	Miles	Total		TOTAL
Senior Economist/Planner		\$ -		\$ -	500	\$ 255.00	\$ 1,000.00	\$ 1,255.00
Economist/Planner	2	\$ 165.00	2	\$ 82.00	500	\$ 255.00	\$ -	\$ 502.00
Task Manager/Modeling Manager	2	\$ 165.00	2	\$ 82.00	500	\$ 255.00	\$ -	\$ 502.00
Travel Demand Modeler		\$ -		\$ -		\$ -	\$ -	\$ -
Hotel:		\$82.50		per day				
Meals		\$41.00		per day				
Mileage		\$0.51		per mile				
							TOTAL	\$ 2,259.00

**Feasibility Study-Western Beltway
Planning Services**

POSITION TITLE	Hotel		Meals		Mileage		PRINTING	MONTH TOTAL
	Days	Total	Days	Total	Miles	Total		
Senior Engineer		\$ -		\$ -	55	\$ 28.05		\$ 28.05
Project Engineer		\$ -		\$ -		\$ -	\$ -	\$ -
EIT		\$ -		\$ -		\$ -	\$ -	\$ -
Hotel:		\$82.50		per day				
Meals		\$41.00		per day				
Mileage		\$0.51		per mile				
							TOTAL	\$ 28.05

Planning Services

POSITION TITLE	Hotel		Meals		Mileage		PRINTING	MONTH TOTAL
	Days	Total	Days	Total	Miles	Total		
Senior Engineer		\$ -		\$ -	300	\$ 153.00		\$ 153.00
Senior Scientist	2	\$ 165.00	2	\$ 82.00	300	\$ 153.00	\$ -	\$ 400.00
Engineer/Scientist/SCET	2	\$ 165.00	2	\$ 82.00	175	\$ 89.25	\$ -	\$ 336.25
Admin/PL Specialist		\$ -		\$ -		\$ -	\$ -	\$ -
Hotel:		\$82.50		per day				
Meals		\$41.00		per day				
Mileage		\$0.51		per mile				
							TOTAL	\$ 889.25

**Feasibility Study-Western Beltway
Planning Services**

POSITION TITLE	Hotel		Meals		Mileage		PRINTING	MONTH TOTAL
	Days	Total	Days	Total	Miles	Total		
Principal		\$ -		\$ -	500	\$ 255.00		\$ 255.00
Senior Engineer	2	\$ 165.00	2	\$ 82.00	550	\$ 280.50	\$ -	\$ 527.50
Engineer	2	\$ 165.00	2	\$ 82.00	550	\$ 280.50	\$ -	\$ 527.50
EIT		\$ -		\$ -	550	\$ 280.50	\$ -	\$ 280.50
Admin		\$ -		\$ -		\$ -		\$ -
Hotel:		\$82.50		per day				
Meals		\$41.00		per day				
Mileage		\$0.51		per mile				
							TOTAL	\$ 1,590.50



City of Hattiesburg, MS

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

Master

File Number: 2012-0618

File ID: 2012-0618

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: HHDA Commercial Rehab Area

Final Action: 03/20/2012

Minute Book Number: MB 2012-1/86

Title:

Approve the use of the attached maps by the Hattiesburg Historic Downtown Association as an approved area in which to seek eligible commercial rehabilitation projects in conjunction with the CDBG agreement established at MB2011-6/35-44.
{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Map of HHDA Commercial Rehab Corridor Areas,
HHDA Commercial Rehabs KatieDabbs

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approve				Pass

Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve the use of the attached maps by the Hattiesburg Historic Downtown Association as an approved area in which to seek eligible commercial rehabilitation projects in conjunction with the CDBG agreement established at MB2011-6/35-44. {Entitlement}

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

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

Nays: 0

Council member Delgado asked Mr. Tate to comment on a minor adjustment to the item. Mr. Tate said that, at the request of the Council, two additional corridors, Katie Avenue from Arledge to Dabbs and Dabbs Street from Hall to Cypress, have been added. He said that businesses along those corridors would be candidates for FACADE improvements as well.

In response to a question from Council Vice President Ware, Mr. Tate said that this program is slightly different from the FACADE grant currently used in the Central Business District. He said the maximum amount is \$10,000, but that the guidelines are essentially the same. He said this one is implemented through a subrecipient agreement with the Historic Hattiesburg Downtown Association, and that the same requirements for due diligence must be followed.

A MOTION was made by Council member Delgado and seconded by Council Vice President Ware to amend Policy Agenda Item VI.-14 to include the two additional corridors on Katie Avenue and Dabbs Street.

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

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

Nay: 0

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

TEL-No Vote: 0

Text of Legislative File 2012-0618

Title

Approve the use of the attached maps by the Hattiesburg Historic Downtown Association as an approved area in which to seek eligible commercial rehabilitation projects in conjunction with the CDBG agreement established at MB2011-6/35-44. {Entitlement}

Summary

HHDA Commercial Rehab Area

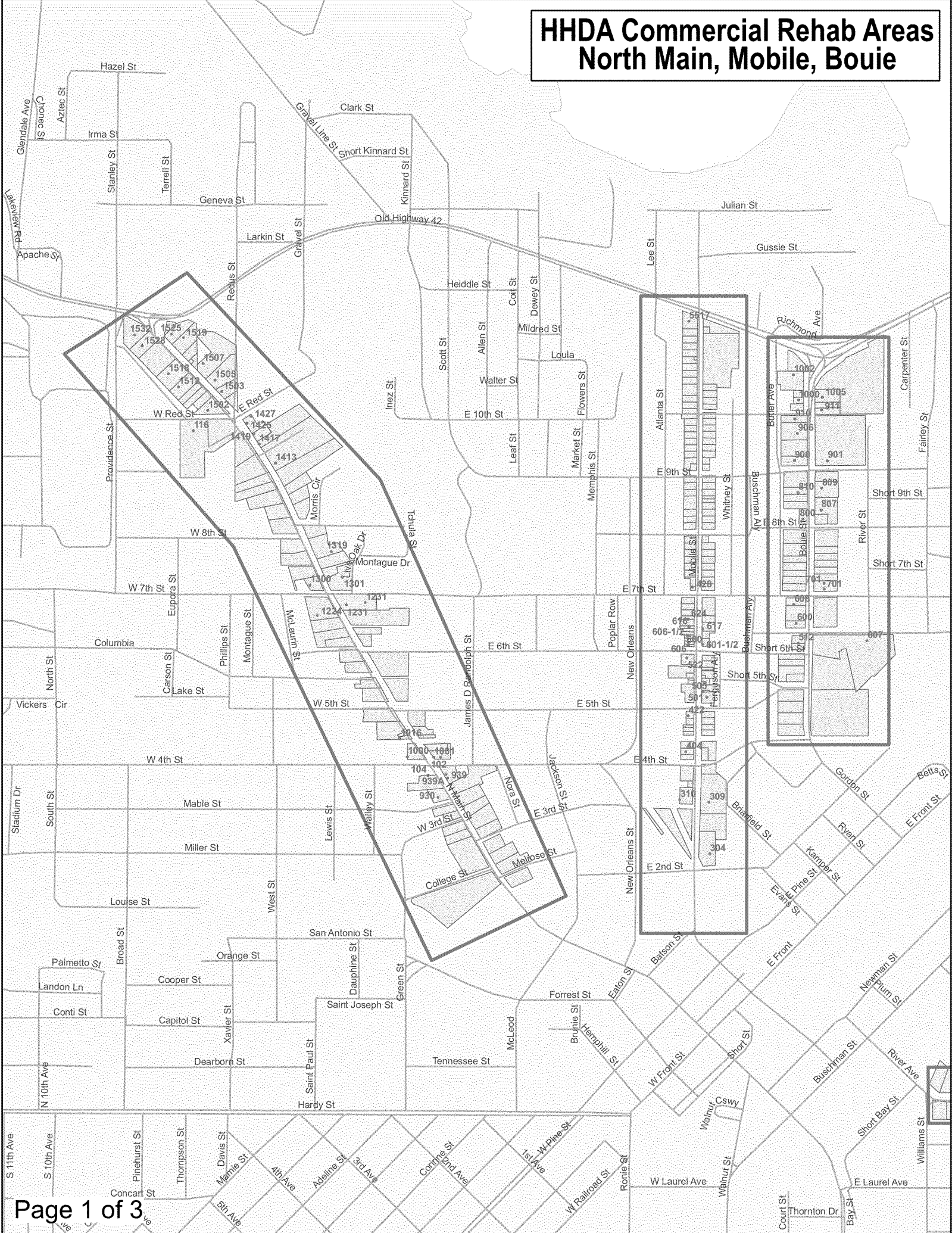
Budget Information

Expenditure Type

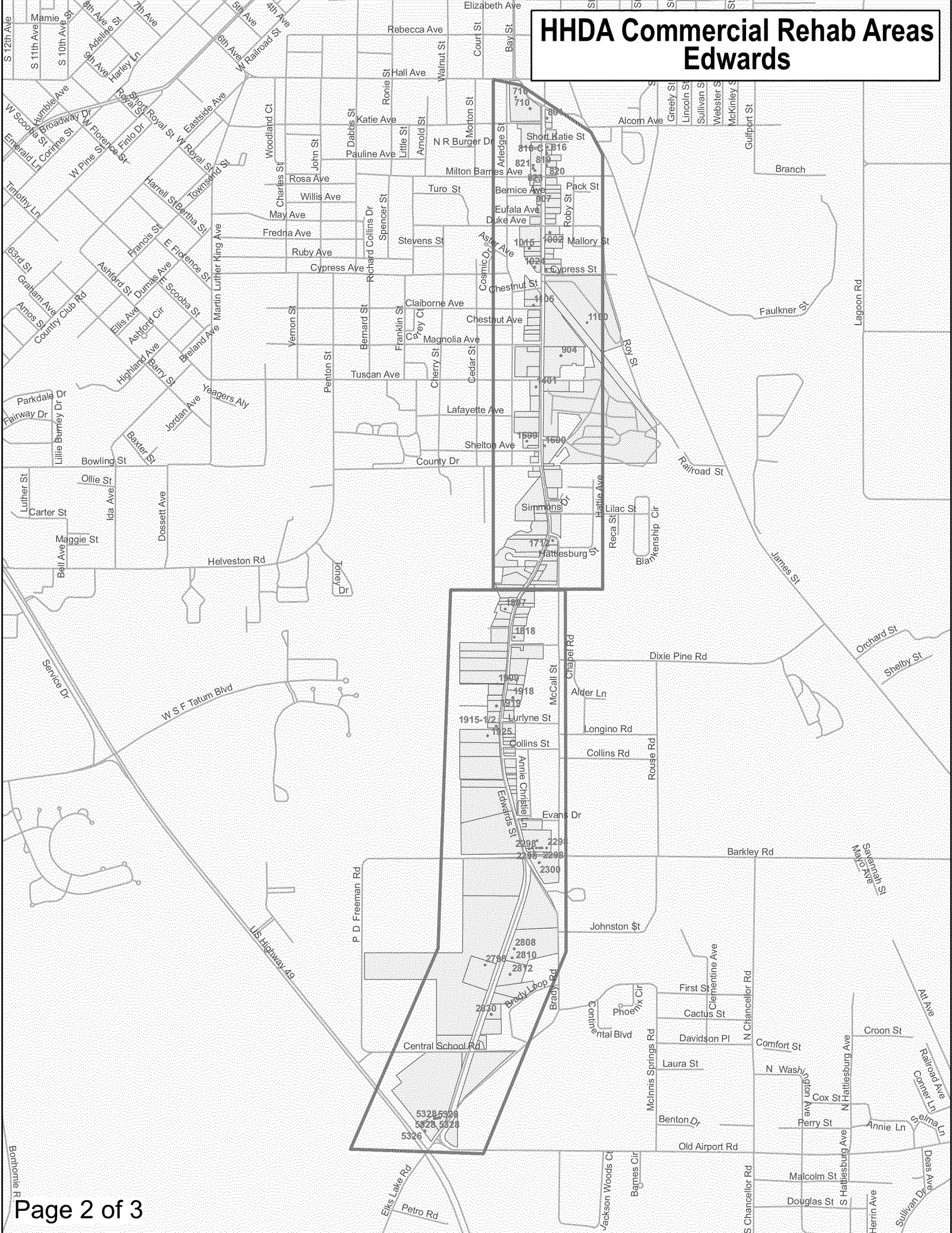
Purchasing Item

Publication Information

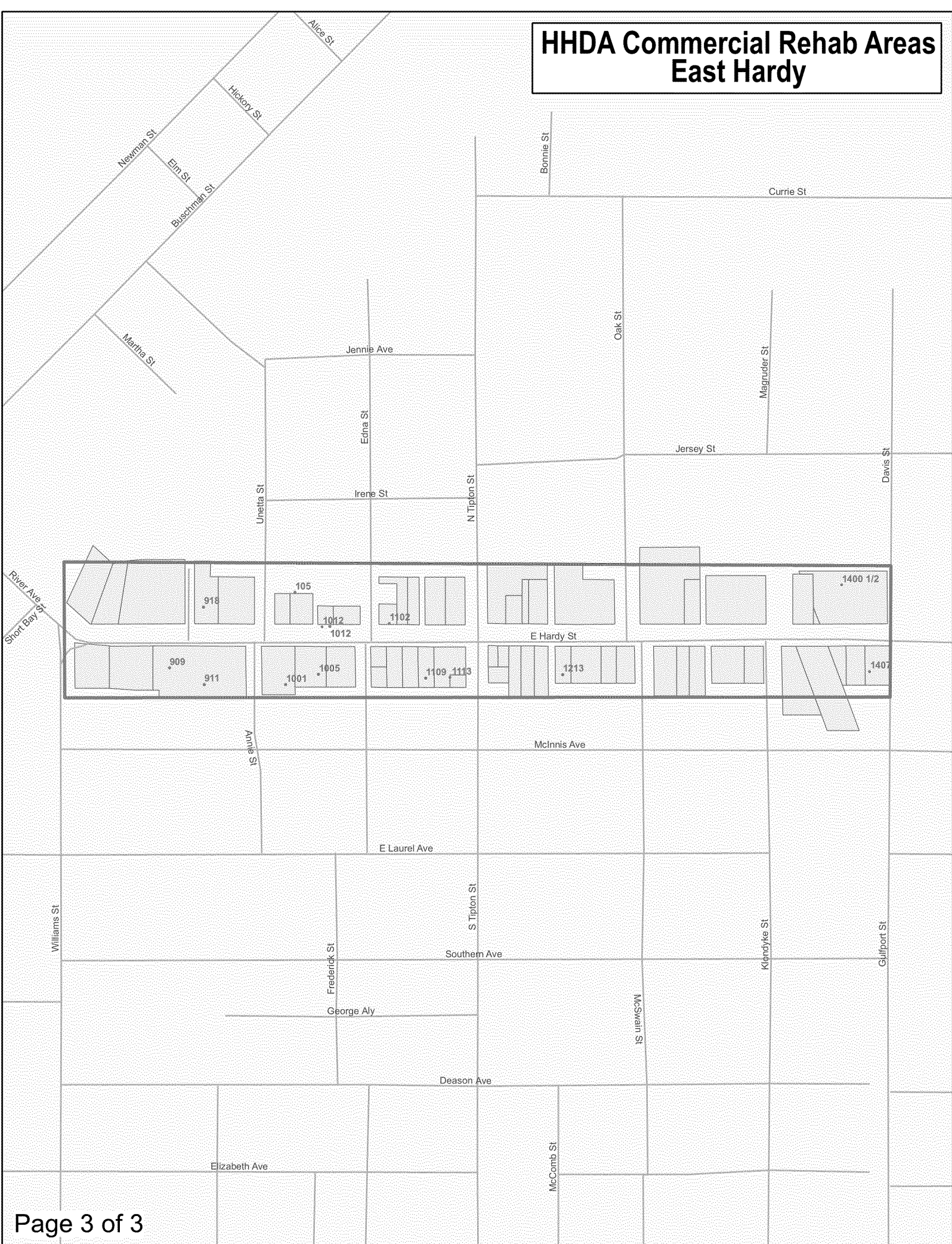
HHDA Commercial Rehab Areas North Main, Mobile, Bouie



HHDA Commercial Rehab Areas Edwards

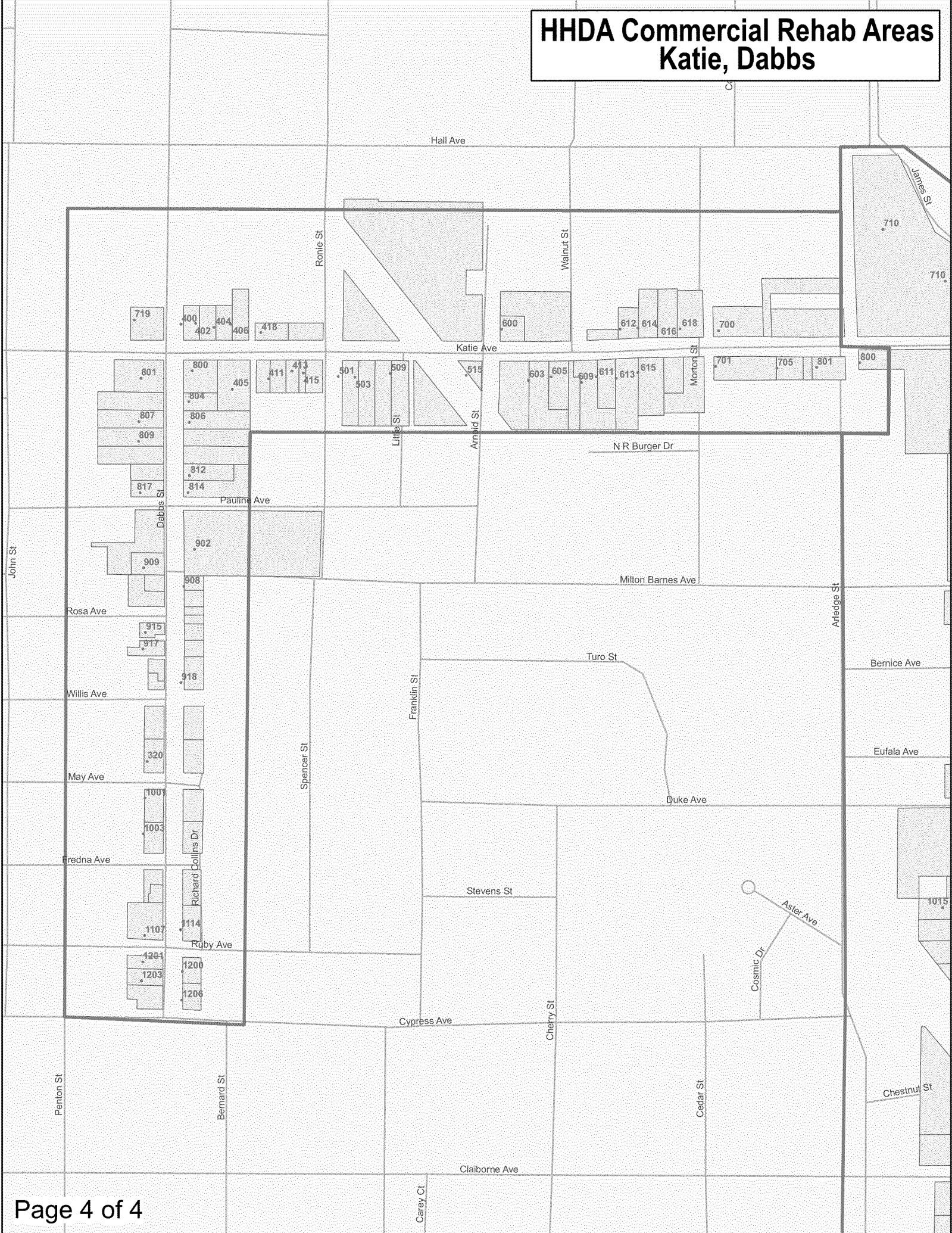


HHDA Commercial Rehab Areas East Hardy



HHDA Commercial Rehab Areas

Katie, Dabbs





City of Hattiesburg, MS

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

Master

File Number: 2012-0619

File ID: 2012-0619

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: CHDO Certification 2012

Final Action: 03/20/2012

Minute Book Number: MB2012-1/86-87

Title:

Adopt an order certifying: Breakthrough Community Services, Inc., Community Connections, Inc., Housing Alternatives, Inc. and Pinebelt Community Services, Inc. as Community Housing Development Organizations (CHDOs) for the City of Hattiesburg's Home Program in accordance with 24 CFR 92.2. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: Breakthrough Community Services - CERTIFICATE OF DESIGNATION, Community Connections - CERTIFICATE OF DESIGNATION, Housing Alternatives in Hattiesburg - CERTIFICATE OF DESIGNATION, Pinebelt Community Services - CERTIFICATE OF DESIGNATION, Executed documents.all

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Adopt				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Adopt an order certifying: Breakthrough Community Services, Inc., Community Connections, Inc., Housing Alternatives, Inc. and Pinebelt Community Services, Inc. as Community Housing Development Organizations (CHDOs) for the City of Hattiesburg's Home Program in accordance with 24 CFR 92.2. {Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2012-0619

Title

Adopt an order certifying: Breakthrough Community Services, Inc., Community Connections, Inc., Housing Alternatives, Inc. and Pinebelt Community Services, Inc. as Community Housing Development Organizations (CHDOs) for the City of Hattiesburg's Home Program in accordance with 24 CFR 92.2. {Entitlement}

Summary

CHDO Certification 2012

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

This is to certify that Breakthrough Community Services, a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on March 20, 2012, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

The designation will expire March 20, 2013.

Johnny L. DuPree, Mayor

Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ____ day of _____, 2012.

Notary Public

Commission Expiration Date

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

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Johnny L. DuPree, Mayor Eddie
Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ____ day of _____, 2012.

Notary Public

Commission Expiration Date

CERTIFICATE OF DESIGNATION

CITY OF HATTIESBURG

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This is to certify that Community Connections, a 501 C (3) organization, has by submission of the required and necessary documentation to the Hattiesburg City Council on March 20, 2012, met the requirements to receive designation as a certified City of Hattiesburg Community Housing Development Organization.

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Johnny L. DuPree, Mayor

Eddie Myers, City Clerk

State of Mississippi County of Forrest
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The ____ day of _____, 2012.

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Johnny L. DuPree, Mayor Eddie Myers, City
Clerk

State of Mississippi County of Forrest
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The ____ day of _____, 2012.

Notary Public

Commission
Expiration Date

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Johnny L. DuPree, Mayor

Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
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Notary Public

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Johnny L. DuPree, Mayor Eddie
Myers, City Clerk

State of Mississippi County of Forrest
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The ____ day of _____, 2012.

Notary Public

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CITY OF HATTIESBURG

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Johnny L. DuPree, Mayor

Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ____ day of _____, 2012.

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Johnny L. DuPree, Mayor Eddie Myers, City
Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The ____ day of _____, 2012.

Notary Public

Commission
Expiration Date

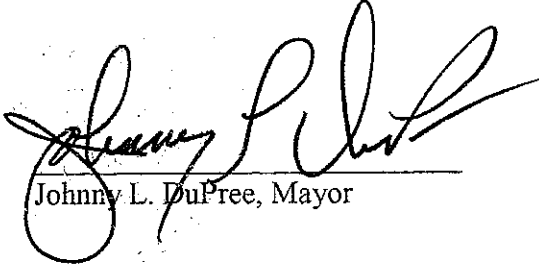
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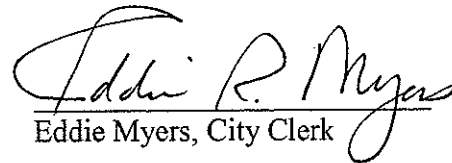
CITY OF HATTIESBURG

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

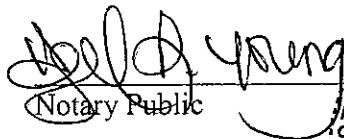
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Johnny L. DuFree, Mayor


Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The 20 day of March 2012.


Notary Public



Commission Expiration Date

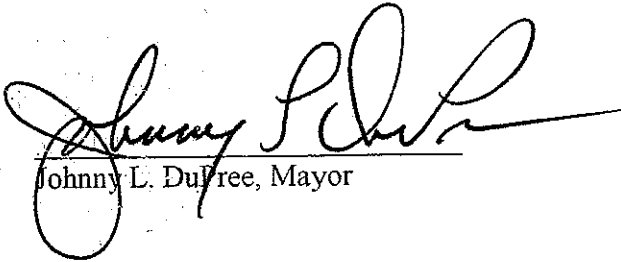
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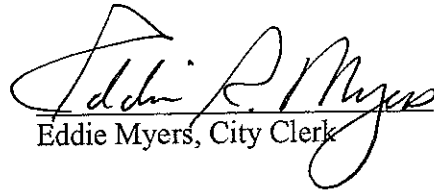
CITY OF HATTIESBURG

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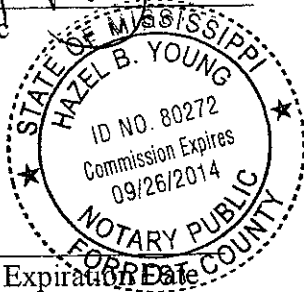
The designation will expire March 20, 2013.


Johnny L. Dufree, Mayor


Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The 20th day of March, 2012.


Notary Public



Commission Expiration Date

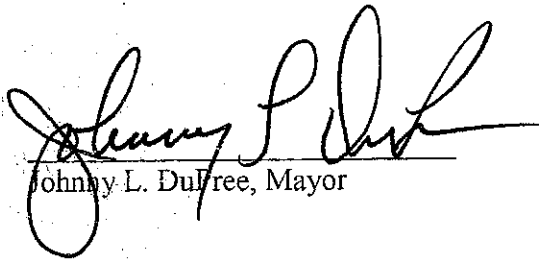
CERTIFICATE OF DESIGNATION

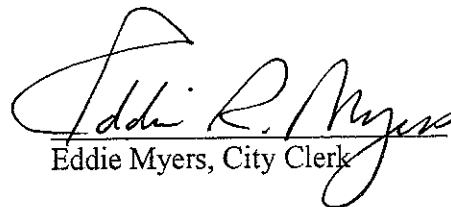
CITY OF HATTIESBURG

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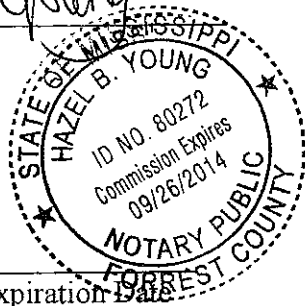
The designation will expire March 20, 2013.


Johnny L. DuFree, Mayor


Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The 20th day of March, 2012.


Notary Public



Commission Expiration Date

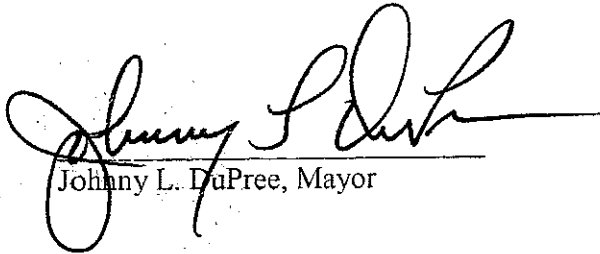
CERTIFICATE OF DESIGNATION

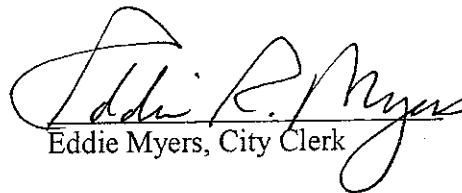
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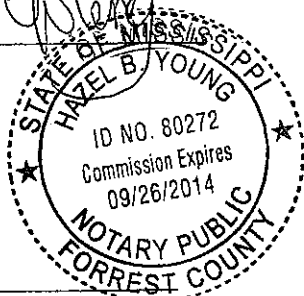
The designation will expire March 20, 2013.


Johnny L. DuPree, Mayor


Eddie Myers, City Clerk

State of Mississippi County of Forrest
Subscribed and sworn to before me on
The 20th day of Nov, 2012.


Notary Public



Commission Expiration Date



City of Hattiesburg, MS

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

Master

File Number: 2012-0594

File ID: 2012-0594

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 03/09/2012

Brief Title: Renew Maintenance contract with Owens Business Machines

Final Action:

Minute Book Number: MB 2012-87

Title:

Authorize Mayor to renew maintenance contract between the City of Hattiesburg and Owens Business Machines for maintenance on a copier located in Tax Department not to exceed \$ 390.00.

Notes:

Sponsors:

Enactment Date:

Attachments: Maint. contract Owens

Enactment Number:

Contact: Marilyn Schwandt

Meeting Date: 03/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approved on the Routine Agenda				Pass
Action Text: Approved on the Routine Agenda.							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0594

Title

Authorize Mayor to renew maintenance contract between the City of Hattiesburg and Owens Business Machines for maintenance on a copier located in Tax Department not to exceed \$

390.00.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

OWENS BUSINESS MACHINES, INC.
2108 HARDY STREET
HATTIESBURG MS 39401

I N V O I C E

Telephone #: 601-544-3444

Customer# CIT300

Invoice# 231972

Bill To:
CITY OF HATTIESBURG
ACCOUNTING
P. O. BOX 1898
HATTIESBURG MS 39401

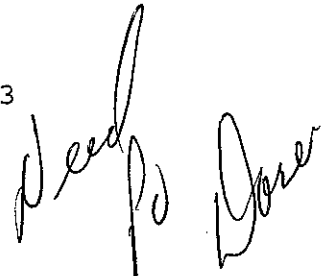
Ship To:
CITY OF HBG - CLERK'S OFFICE
200 FORREST STREET
CITY HALL 2ND FLOOR
HATTIESBURG MS

Invoice/Dt	Order #	Customer P.O.	Terms	SalesPerson
02/29/12	120512	ANNUAL MAINT	NET 15 DAYS	
		For: 03/01/12 - 02/28/13		SAM HOGUE

QUANTITY	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
----------	-----	------------------	------	------------	--------

Contract#: 9

EA		BASE RATE MAINTENANCE CANON IR1025N S/N: DQX12523 BASERATE CANON IMAGERUNNER 1025N Equipment ID Serial No IR1025N DQX12523 In Service On: 03/02/11			390.00
		Subtotal			390.00
		Total Due			390.00





City of Hattiesburg, MS

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

Master

File Number: 2012-0598

File ID: 2012-0598

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Renewing Contract for Symantec Software

Final Action:

Minute Book Number: MB 2012-1/87-REMO'

Title:

Authorize Mayor to Renew Contract between City of Hattiesburg and Computer Concepts of MS, LLC for renewal of Symantec software at a total cost of \$6,500.00.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-Computer Concepts

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					
	Notes: <i>Removed.</i>						

Text of Legislative File 2012-0598

Title

Authorize Mayor to Renew Contract between City of Hattiesburg and Computer Concepts of MS, LLC for renewal of Symantec software at a total cost of \$6,500.00.

Summary

Renewing Contract for Symantec Software

Computer Concepts of MS

Estimate

Computer Concepts of MS, LLC

P.O. Box 605
Petal, MS 39465

(601)325-0320
joe.smith@computerconceptsms.com

Date	Estimate #
02/28/2012	1127
Exp Date	

Address

City of Hattiesburg
ATIN: ACCOUNTING DEPT
PO BOX 1898
Hattiesburg, MS 39403-1898

Activity	Quantity	Rate	Amount
• Symantec Protection Suite Enterprise Edition 4.0 Renewal	250	26.00	6,500.00
SubTotal			\$6,500.00
Tax (7%)			\$0.00
Total			\$6,500.00

Angie this is the Antivirus suite renewal due in March.
Thanks
Joe

Accepted By:

Accepted Date: 3-20-12



City of Hattiesburg, MS

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

Master

File Number: 2012-0629

File ID: 2012-0629

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Annual P & F D & R Report

Final Action:

Minute Book Number: MB 2012-1/87

Title:

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems (Police & Fire Disability & Relief, P&F D&R) received on February 29, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: P & F D & R - Executive Summary, P & F D & R - Report on Annual Valuation, P & F D & R - Valuation Results

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approved on the Routine Agenda				Pass
Action Text: Approved on the Routine Agenda.							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0629

Title

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems (Police & Fire Disability & Relief, P&F D&R) received on February 29, 2012.

Summary

Annual report on P & F D & R

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mississippi Municipal Retirement System

City of Hattiesburg

September 30, 2011 Actuarial Valuation

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

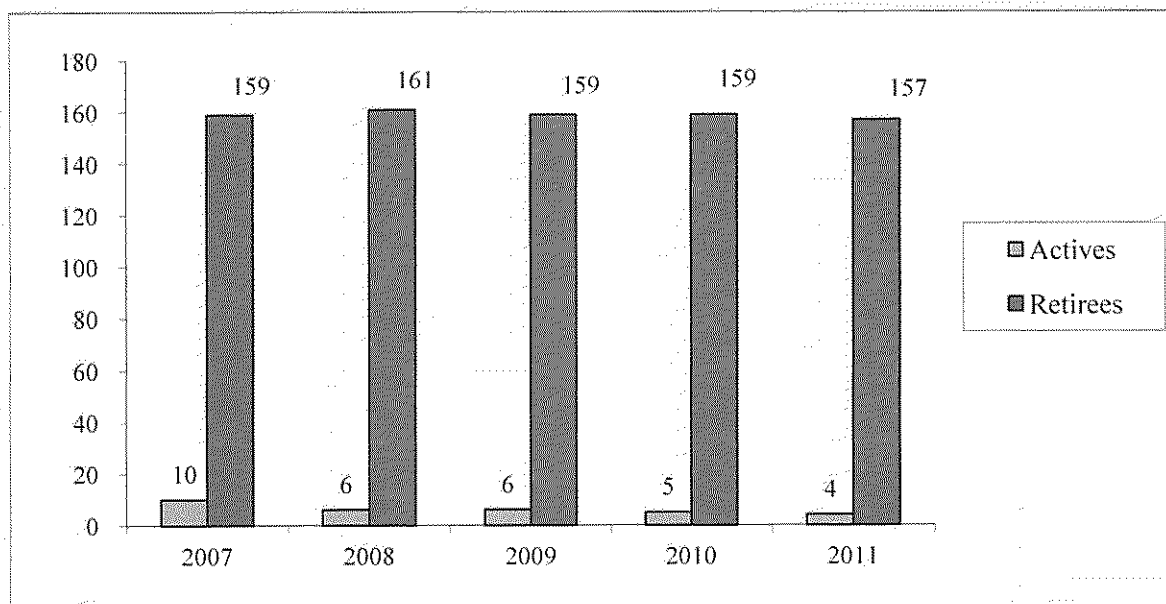
This summary outlines the main findings of the September 30, 2011 actuarial valuation of the Mississippi Municipal Retirement System (MRS) for the City of Hattiesburg.

The post-retirement mortality table used for disability retirements has been changed since the previous valuation. There were no changes in benefit provisions since the last valuation. A new funding policy was adopted by the Board in February, 2011. In this new funding policy, contributions are extended past 2020 and an employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established beginning in the 2011-2012 fiscal year that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level.

Membership

The graph below shows the City's membership over the last five years. As this is a closed Plan, the number of actives and retirees is experiencing a steady decrease from year to year.

Census Data - September 30

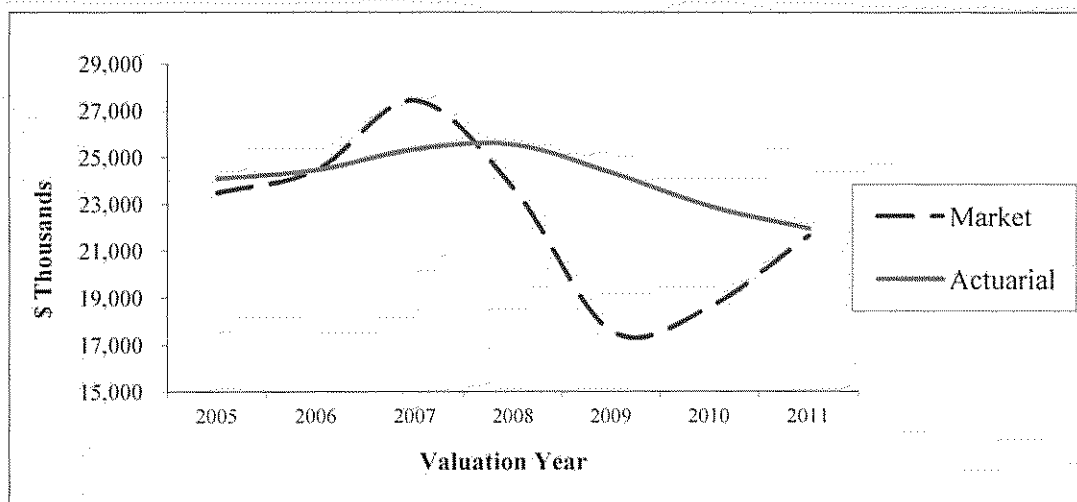




Current Assets

The assets for the Plan amounted to \$21,940,196 as of September 30, 2011 on a market-related basis that recognizes 20% of the unrecognized and unanticipated gains and losses. This represented a decrease in value of \$952,013 from the previous year, with an actuarial value investment return of 2.40% (which may be compared to the assumed investment return of 8.00%). The market value of assets was \$21,632,243.

Asset Values



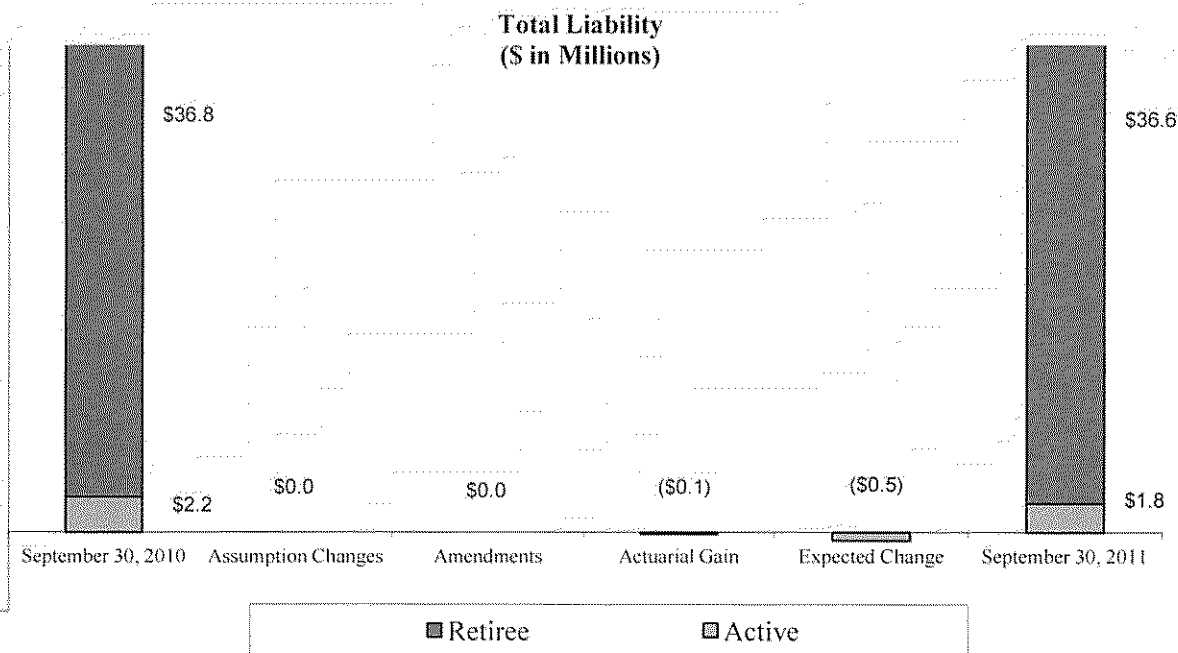
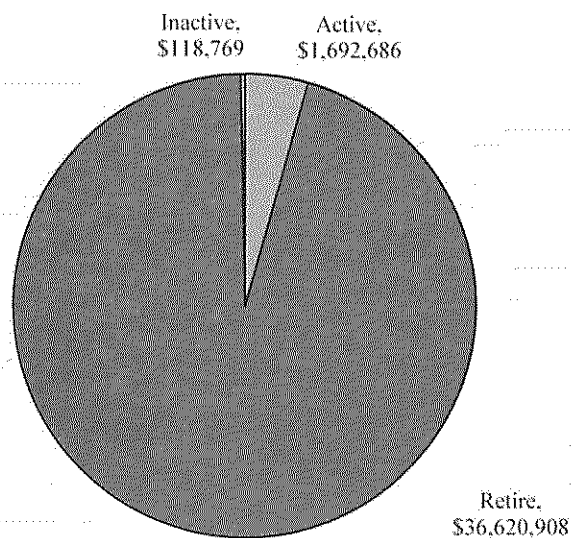
Schedule F in the valuation report includes a 50-year cash flow projection for the Plan including the estimated contributions, benefit payments and investment income over this period. Please review this projection closely as it was completed according to the new funding policy and provides an estimate of the Plan's asset values over the 50-year period.



Current Liability

The total liability of the Plan as of September 30, 2011 was \$38,432,363. This liability may be divided into the following categories:

Value of Future Benefits to be Provided



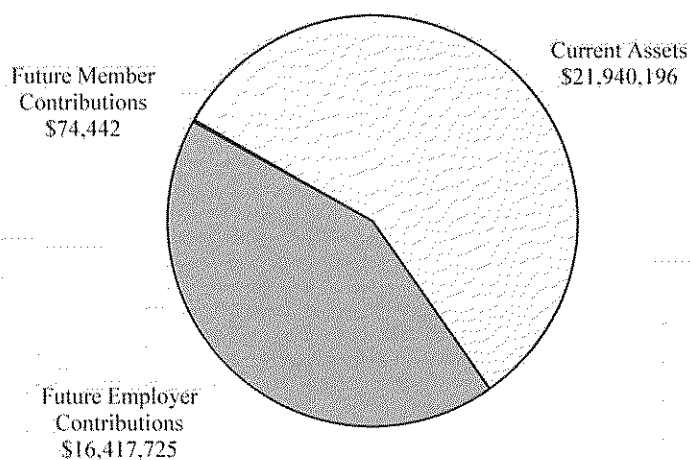


MRS financing

The \$38,432,363 liability of the Plan as of September 30, 2011 will be met by funds from various sources: current assets, future member contributions and future employer contributions.

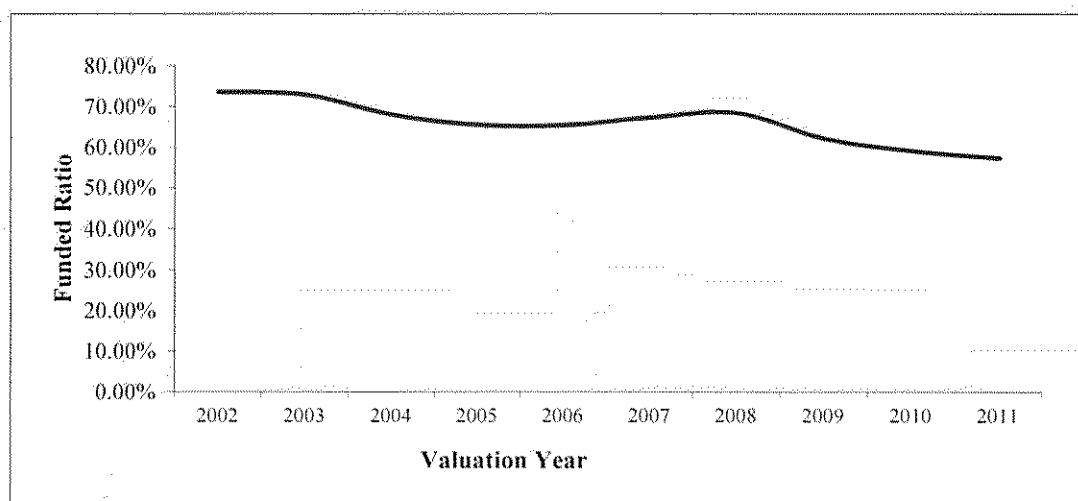
The breakdown is as follows:

Financing \$38,432,363 of Retirement Benefit Promises



The Plan is currently 57.3% funded in the accrued benefits of the Plan. Below is a 10-year history of the funding progress:

Funded Ratio

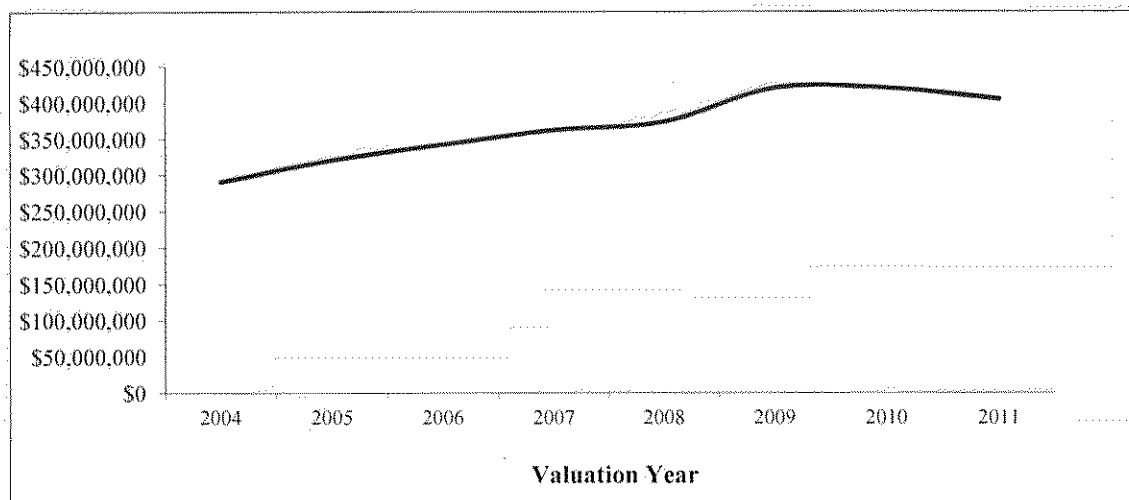




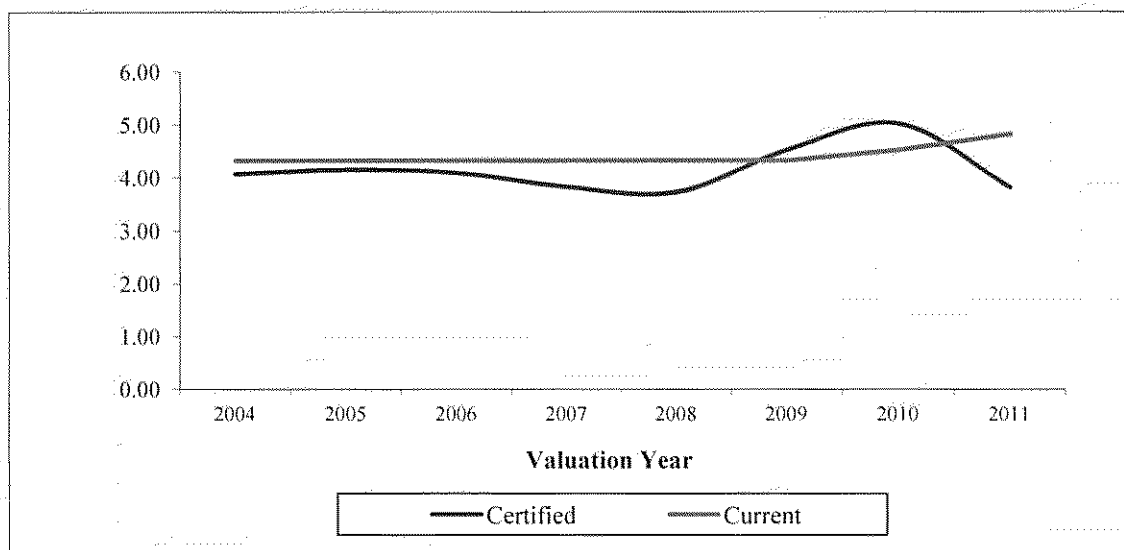
Contribution Rates

Contributions of the City to the Plan are based on the value of taxable property adjusted to reflect all property-related contributions, and the millage rates applied to the assessed property. Due to the new funding policy, contributions to the Plan will continue past 2020. Below is a history of the assessed property values and millage rates:

Assessed Property Values



Computed Millage Rates





MISSISSIPPI MUNICIPAL RETIREMENT SYSTEM
CITY OF HATTIESBURG

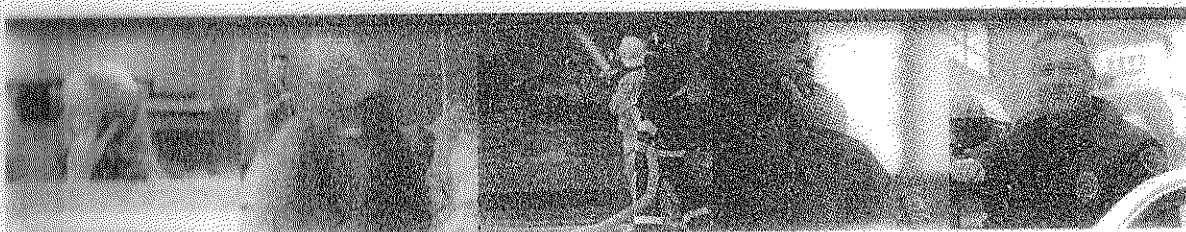
ACTUARIAL VALUATION
AS OF SEPTEMBER 30, 2011

SUMMARY OF PRINCIPAL RESULTS

	<u>September 30, 2011</u>	<u>September 30, 2010</u>	<u>Change</u>
1. PARTICIPANT DATA			
Number of:			
Active Members	4	5	-20.00%
<u>Retired Members and Beneficiaries</u>	<u>157</u>	<u>159</u>	-1.26%
Total Participants	161	164	-1.83%
Annual Salaries of Active Members	\$ 210,050	\$ 260,057	-19.23%
Annual Benefits Paid to Retired Members and Beneficiaries	\$ 3,283,341	\$ 3,225,724	1.79%
2. ASSETS AND LIABILITIES			
Total Liability	\$ 38,432,363	\$ 38,970,488	-1.38%
Future Member Contributions	<u>74,442</u>	<u>93,869</u>	-20.70%
Total Employer Liability	\$ 38,357,921	\$ 38,876,619	-1.33%
Assets for Valuation Purposes	<u>21,940,196</u>	<u>22,892,209</u>	-4.16%
Unfunded Employer Liability	\$ 16,417,725	\$ 15,984,410	2.71%



Cavanaugh Macdonald
CONSULTING, LLC



www.CavMacConsulting.com



**REPORT ON THE ANNUAL VALUATION COVERING
THE PARTICIPATION OF THE CITY OF HATTIESBURG IN
THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
PREPARED AS OF SEPTEMBER 30, 2011**



Cavanaugh Macdonald

CONSULTING, LLC

The experience and dedication you deserve

February 20, 2012

Board of Trustees
Mississippi Municipal Retirement Systems
429 Mississippi Street
Jackson, MS 39201-1005

Ladies and Gentlemen:

Presented in this report are the results of the annual actuarial valuation covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems. The purpose of the valuation was to measure the System's funding progress and to determine the contribution rates necessary for the period beginning October 1, 2012.

The date of the valuation was September 30, 2011.

The valuation was based upon data, furnished by the Executive Director and the PERS staff, concerning active, inactive and retired members along with pertinent financial information. The complete cooperation of the PERS staff in furnishing materials requested is hereby acknowledged with appreciation.

Your attention is directed particularly to the presentation of contribution rates on page 4 and the comments on page 5. Please note that with the adoption by the PERS Board of a new funding policy which extended contributions beyond 2020 and generated an ultimate asset reserve level equal to projected benefit payments, we have calculated the contribution rates based on this new policy and the old funding policy. Ultimately, the municipality has the option of which contribution rate to set as their certified millage rate.

To the best of our knowledge, this report is complete and accurate. The valuation was performed by, and under the supervision of, independent actuaries who are members of the American Academy of Actuaries with experience in performing valuations for public retirement systems.

The valuation was prepared in accordance with the principles of practice prescribed by the Actuarial Standards Board.

The actuarial calculations were performed by qualified actuaries according to generally accepted actuarial procedures and methods. The calculations are based on the current provisions of the System, and on actuarial assumptions that are, in the aggregate, internally consistent and reasonably based on the actual experience of the System. In addition, the valuations were completed in compliance with the laws governing the System. Those laws state, as a financing objective, that contributions will be in amounts sufficient to maintain actuarial soundness for the system for all future years. The undersigned are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144

Phone (678) 388-1700 • Fax (678) 388-1730

www.CavMacConsulting.com

Offices in Englewood, CO • Kennesaw, GA • Bellevue, NE • Hilton Head Island, SC



Board of Trustees
February 20, 2012
Page 2

Future actuarial results may differ significantly from the current results presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Since the potential impact of such factors is outside the scope of a normal annual actuarial valuation, an analysis of the range of results is not presented herein.

Respectfully submitted,

A handwritten signature in cursive script, reading 'Thomas J. Cavanaugh'.

Thomas J. Cavanaugh, FSA, FCA, EA, MAAA
Chief Executive Officer

A handwritten signature in cursive script, reading 'Edward J. Koebel'.

Edward J. Koebel, EA, FCA, MAAA
Principal and Consulting Actuary

TJC/EJK:bdm



TABLE OF CONTENTS

<u>Section</u>	<u>Item</u>	<u>Page No.</u>
I	Summary of Principal Results	1
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**REPORT ON THE ANNUAL VALUATION OF THE
CITY OF HATTIESBURG PARTICIPATION IN THE
MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
PREPARED AS OF SEPTEMBER 30, 2011**

SECTION I – SUMMARY OF PRINCIPAL RESULTS

1. This report, prepared as of September 30, 2011, presents the results of the annual actuarial valuation of the City of Hattiesburg. For convenience of reference, the principal results of the valuation and a comparison with the preceding year's results are summarized below. The current valuation reflects benefit increases granted to retirees and amendments to the System, if any, effective through October 1, 2011.

SUMMARY OF PRINCIPAL RESULTS

VALUATION DATE	September 30, 2011	September 30, 2010
Active members included in valuation		
Number	4	5
Annual compensation	\$ 210,050	\$ 260,057
Retirees		
Number	157	159
Annual allowances	\$ 3,283,341	\$ 3,225,724
Assets		
Market related actuarial value	\$ 21,940,196	\$ 22,892,209
Market value	\$ 21,632,243	\$ 18,598,880
Unfunded employer liability	\$ 16,417,725	\$ 15,984,410
Value of Assessed Property	\$ 404,544,340	\$ 420,131,692

2. Actuarial present values for the City are shown in Section III.
3. Rate of contribution payable by the employer is given in Section IV, and comments on the valuation year are given in Section V.



4. There were no changes in benefit provisions since the last valuation.
5. The following changes to the actuarial assumptions were made since the last valuation.
 - The post-retirement mortality table used for disability retirements has been changed.
6. Schedule A details the actuarial assumptions and methods employed. Schedule B gives a summary of the benefit and contribution provisions of the plan.
7. A new funding policy was adopted by the Board in February, 2011. In this new funding policy, contributions are extended past 2020 and an employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established beginning in the 2011-2012 fiscal year that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level. Schedule F of this report shows the projected cash flow of each municipality based on the new funding policy.



SECTION II – MEMBERSHIP DATA

Data regarding the membership of the City of Hattiesburg for use as a basis for the valuation were furnished by the PERS office. The following tables summarize the membership of the system as of September 30, 2011 upon which the valuation was based. Detailed tabulations of the data are given in Schedule C.

Active Members

Number	Payroll	Salary	Group Averages	
			Age*	Service*
4	\$210,050	\$52,513	54.0	29.8

Retired Lives

Type of Benefit Payment	Number	Annual Benefits	Group Averages	
			Benefit	Age*
Retirement	114	\$2,680,558	\$23,514	62.5
Disability	8	101,855	12,732	63.6
Survivor	35	500,928	14,312	69.8
Total	157	\$3,283,341	\$20,913	64.2

* Years



SECTION III – ACTUARIAL PRESENT VALUES

The following exhibit shows the assets and liabilities of the City's retirement system as of the valuation date of September 30, 2011. The items shown in the exhibit are present values actuarially determined as of the valuation date.

MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS CITY OF HATTIESBURG ACTUARIAL PRESENT VALUES AS OF SEPTEMBER 30, 2011

Active Members	Retired Members	Total	Portion Covered by Future Active Member Contributions	Total Employer Liability	Assets Used in Valuation	Unfunded Employer Liability
\$1,811,455	\$36,620,908	\$38,432,363	\$74,442	\$38,357,921	\$21,940,196	\$16,417,725

SECTION IV – COMPUTED EMPLOYER CONTRIBUTION RATE

Mississippi Municipal Retirement Systems City of Hattiesburg Computed Employer Contribution Rates^ September 30, 2011

Members Contributions*	Current Rate^^	Computed Rates		Certified This Year	Value of Assessed Property#
		Pre-2011 Funding Policy Rate^^	Post-2011 Funding Policy Rate		
10.00%	4.82	6.13	3.82	3.82	\$404,544,340

* % of Active Member Payroll

^ Millage rates applied to assessed property

^^ 9 Year level % amortization

This is the value of taxable property adjusted to reflect all property-related contributions.

The System is funded through taxes levied on assessed properties.



SECTION V – COMMENTS ON VALUATION

1. Based on the new Board funding policy, the millage rate established by the City must be set at a level that will ensure actuarial soundness of the System. As can be seen from the table on the previous page, the current millage rate for the City is higher than the computed rates for the 2011-2012 fiscal year under the post-2011 funding policy. Therefore, if desired, the City can lower their current millage rate to the certified millage rate for the 2011-2012 fiscal year.

SECTION VI – SUPPLEMENTAL DISCLOSURE INFORMATION

City of Hattiesburg

1. Statement Nos. 25 and 27 of the Governmental Accounting Standards Board (GASB) set forth certain items of information to be disclosed in the financial statements of the System and the employer. One such item is a distribution of the number of employees by type of membership, as follows:

NUMBER OF ACTIVE AND RETIRED PARTICIPANTS AS OF SEPTEMBER 30, 2011

GROUP	NUMBER
Retired participants and beneficiaries currently receiving benefits	157
Terminated participants and beneficiaries entitled to benefits but not year receiving benefits	0
Active Participants	4
Inactive Participants	1
Total	162



2. The actuarial accrued liability is as follows:

**Actuarial Accrued Liability
(\$ in Thousands)**

Actives	Retirees	Vested Terminated Members	Total Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability
\$1,653	\$36,621	\$ 0	\$38,274	\$21,940	\$16,334

During the year ended September 30, 2011, the System experienced a net change of \$(505) thousand in the actuarial accrued liability.

3. Another such item is the schedule of funding progress as shown below.

**SCHEDULE OF FUNDING PROGRESS
(\$ Thousands)**

Numbers shown above reflect all changes in benefit provisions, actuarial assumptions, and/or actuarial methods.

Plan Year Ended	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry Age	(3) Percent Funded (1)/(2)	(4) Unfunded AAL (2) - (1)	(5) Annual Covered Payroll	(6) Unfunded AAL as a Percentage of Covered Payroll (4)/(5)
09/30/02	\$25,657	\$34,881	73.6%	\$9,224	\$1,478	624.1%
09/30/03	25,803	35,410	72.9	9,607	1,140	842.7
09/30/04	25,229	37,084	68.0	11,855	793	1,495.0
09/30/05	24,095	36,792	65.5	12,697	695	1,826.9
09/30/06	24,458	37,377	65.4	12,919	510	2,533.1
09/30/07	25,345	37,638	67.3	12,293	442	2,781.2
09/30/08	25,543	37,347	68.4	11,804	289	4,084.4
09/30/09	24,340	39,166	62.1	14,826	308	4,813.6
09/30/10	22,892	38,779	59.0	15,887	260	6,110.4
09/30/11	21,940	38,274	57.3	16,334	210	7,778.1

Note: All amounts prior to 2005 reported by prior actuarial firm.



4. The annual required contribution (ARC) of the employer as a dollar amount, determined in accordance with the parameters of GASB 25/27, is shown below.

**2011/2012 FISCAL YEAR
ANNUAL REQUIRED CONTRIBUTION (ARC)
BASED ON THE VALUATION AS OF SEPTEMBER 30, 2011**

ANNUAL REQUIRED CONTRIBUTION (ARC)	
Normal	\$ 23,715
Accrued Liability	<u>1,555,806</u>
Total	\$ 1,579,521

5. Additional information as of September 30, 2011 follows.

Valuation date	9/30/2011
Actuarial cost method	Entry age
Amortization method	Level dollar closed
Remaining amortization period	23 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return*	8.00%
Projected salary increases [#]	4.50% - 6.00%
*Includes price inflation at	3.50%
[#] Includes wage inflation at	4.25%
Cost of living adjustments	2.50% per year, not to exceed 30%.



During the year ended September 30, 2011 contributions totaling \$1,798,126 – \$1,775,936 employer and \$22,190 employee – were made in accordance with contribution requirements determined by an actuarial valuation of the System as of September 30, 2010. The employer contributions consisted of \$27,020 for normal cost and administrative expenses and \$1,748,916 for amortization of the unfunded actuarial accrued liability.

SCHEDULE OF EMPLOYER CONTRIBUTION

Fiscal Year 10/1-9/30	Valuation Date 9/30	Annual Required Contribution	Percentage Contributed
2002-03	2002	\$932,743	120.9%
2003-04	2003	935,623	125.2
2004-05	2004	1,105,770	114.6
2005-06	2005	1,229,031	111.4
2006-07	2006	1,228,267	119.5
2007-08	2007	1,172,541	129.9
2008-09	2008	1,115,275	141.1
2009-10	2009	1,411,127	124.7
2010-11	2010	1,519,076	116.9
2011-12	2011	1,579,521	

Note: All amounts prior to 2005 reported by prior actuarial firm.



SCHEDULE A

STATEMENT OF ACTUARIAL ASSUMPTIONS AND METHODS

INTEREST RATE: 8.00% per annum, compounded annually (net after investment expenses) for prior funding policy rate determination and GASB disclosure.

6.50% per annum, compounded annually (net after investment expenses) for current funding policy rate determination.

SEPARATIONS FROM ACTIVE SERVICE: Representative values of the assumed annual rates of separation from active service are as follows:

Age	Withdrawal	Death		Disability	
		Non-Duty	Duty	Non-Duty	Duty
20	10.65%	.04%	.02%	.08%	.06%
25	8.64	.05	.03	.12	.12
30	6.87	.08	.04	.18	.26
35	4.86	.11	.05	.24	.52
40	2.97	.15	.07	.36	.60
45	1.44	.22	.09	.64	.54
50	0.24	.34	.14	1.10	.88
55		.44	.20	1.58	1.18
60		.51	.32	2.20	1.30
64		.57	.42	2.86	1.38

Service Retirement	
Years of Service	Percent
20	45.0%
21 – 28	17.5
29 – 33	35.0
34 and over	20.0
Age 65	100.0

SALARY INCREASES: 4.25% for wage inflation plus the following chart.

Ages	Merit and Seniority Salary Increase
Under 43	1.75%
43 – 47	1.25
48 – 52	0.75
53 and Over	0.25



PRICE INFLATION: 3.50% per annum, compounded annually.

DEATH AFTER RETIREMENT: The mortality table, for post-retirement mortality, used in evaluating allowances to be paid was the 1994 Group Annuity Mortality Table. The RP-2000 Disabled Mortality Table (set back 2 years for males and set forward 3 years for females) was used for the period after disability retirement. This assumption is used to measure the probabilities of each benefit payment being made after retirement.

MARRIAGE ASSUMPTION: 85% married with the husband three years older than this wife.

VALUATION METHOD: Unfunded employer liabilities are amortized over a closed 30 year period from September 30, 1990 as a level percent of the municipality's assessed property valuation.

ASSESSED PROPERTY VALUE RATE OF INCREASE: 2.0% per annum, compounded annually used in determining the millage rate under the prior funding policy.

EXPENSE LOAD: 2.0% of employer contributions.

ASSET VALUATION METHOD: The actuarial value of assets recognizes a portion of the difference between the market value of assets and the expected actuarial value of assets, based on the assumed valuation rate of return. The amount recognized each year is 20% of the difference between market value and expected actuarial value. Actuarial value of assets was set equal to the market value on September 30, 2006, and smoothing commenced in 2007. Actuarial assets were allocated to individual cities in the same proportion that their market value of assets was to the total market value of assets for all cities.



SCHEDULE B

MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS

CITY OF HATTIESBURG

SUMMARY OF BENEFIT PROVISIONS EVALUATED

SEPTEMBER 30, 2011

The following summary presents the main provisions of the System in effect September 30, 2011, as interpreted in preparing the actuarial valuation. As used in the summary, "average compensation" means the average compensation of a member during the six month period prior to receipt of an allowance.

BENEFITS

Service Retirement

Condition for Retirement

A retirement allowance is payable to any member who retires and has completed at least 20 years of creditable service, regardless of age.

Any general employee member who has attained age 70 and any fireman or policeman who has attained age 65 shall be retired forthwith.

Amount of Allowance

The annual retirement allowance payable to a retired member is equal to:

1. 50% of average compensation, plus
2. 1.7% of average compensation for each year of credited service over 20.

The aggregate amount of (1) and (2) above shall not exceed 66-2/3% of average compensation regardless of service.

Disability Retirement

Condition for Retirement

A retirement allowance is payable to any member who is not eligible for a service retirement benefit but who becomes totally and permanently disabled, either physically or mentally, regardless of creditable service, if the disability is due to causes in the performance of duty. If the disability is not in the performance of duty, the member must have completed at least 5 years of creditable service to be eligible for retirement.



Amount of Allowance

The annual disability retirement allowance payable is equal to 50% of his salary at the time of retirement, if the disability is due to causes in the performance of duty.

If the disability is not in the performance of duty, the allowance is equal to 2.5% times credited service, not in excess of 20, times his salary at the time of retirement for firemen and policemen, and average compensation for general employees.

Death Benefit

Condition for Benefits

A benefit is payable upon the death of a member under the following conditions.

- (a) the member has retired,
- (b) the member is eligible to retire,
- (c) the death is in the line of duty, or
- (d) the death is not in the line of duty, but occurs after the member has 5 years of credited service.

The benefit is payable to the surviving spouse and to children under age 18, to dependent children through age 23 when full time students, and to dependent children of any age if handicapped.

Amounts of Benefits

The annual benefit payable under all conditions in the case of firemen and policemen and under other than condition (c) in the case of general employees, is equal to 2.5% of average compensation for each year of credited service up to 20 and 1.7% of average compensation for each year over 20, with a maximum benefit of 66-2/3% of average compensation.

For general employee members under condition (c), the annual benefit payable is equal to 50% of salary at the time of death.

Refund of Contributions

Upon a member's termination of employment for any reason before retirement, his accumulated contributions are refunded. Upon the death of a member who is not eligible for any other death benefit, his accumulated contributions, together with regular interest thereon, are paid to his beneficiary.

Minimum Allowances

The minimum monthly allowance paid to members, for all retirement and death benefits, is \$750.



**Post Retirement Adjustments
In Allowances**

The allowances of all retirees and beneficiaries are adjusted annually by a cost-of-living adjustment (COLA) of 2.5% per year (not to exceed 30%). This adjustment has been included in System liabilities.



SCHEDULE C

DETAILED TABULATIONS OF THE DATA

Mississippi Municipal Retirement System

City of Hattiesburg

Retirants & Beneficiaries as of September 30, 2011

Tabulated by Year of Retirement

Year of Retirement	No.	Annual Benefits excluding COLA	COLA	Total Annual Benefits	Average Monthly Benefit
2011	0	\$0	\$0	\$ 0	\$ 0
2010	2	61,491	0	61,491	2,562
2009	0	0	0	0	0
2008	2	43,254	2,163	45,417	1,892
2007	4	121,012	7,585	128,597	2,679
2006	5	95,982	9,148	105,130	1,752
2005	6	124,404	13,584	137,988	1,917
2004	13	249,474	35,403	284,877	1,826
2003	6	126,520	19,556	146,076	2,029
2002	10	195,777	35,855	231,632	1,930
2001	3	85,125	17,910	103,035	2,862
2000	14	293,938	71,334	365,272	2,174
1999	2	32,744	8,186	40,930	1,705
1998	3	66,372	19,912	86,284	2,397
1997	6	144,707	43,412	188,119	2,613
1996	1	15,997	4,799	20,796	1,733
1995	4	70,929	21,279	92,208	1,921
1994	10	136,665	40,996	177,661	1,481
1993	6	106,137	31,841	137,978	1,916
1992	11	181,792	54,538	236,330	1,790
1991	3	48,591	14,577	63,168	1,755
1990	2	28,572	8,572	37,144	1,548
1989	2	20,323	6,097	26,420	1,101
1988	5	58,790	17,637	76,427	1,274
1987	6	56,740	17,022	73,762	1,024
1986	3	40,911	12,273	53,184	1,477
1985	5	71,019	21,306	92,325	1,539
1984	5	45,061	13,518	58,579	976
1983	2	19,470	5,841	25,311	1,055
1982	1	9,000	2,700	11,700	975
1981	4	36,000	10,800	46,800	975
1980	1	9,000	2,700	11,700	975
1979	0	0	0	0	0
1978	3	27,000	8,100	35,100	975
1977 & Prior	7	63,000	18,900	81,900	975
Total	157	\$2,685,797	\$597,544	\$3,283,341	\$1,743



Mississippi Municipal Retirement System

City of Hattiesburg

Total Benefits Payable September 30, 2011

Tabulated by Attained Ages of Benefit Recipients

Attained Age	Service Benefits		Disability Benefits		Survivor and Beneficiaries		Totals	
	No.	Annual Benefits	No.	Annual Benefits	No.	Annual Benefits	No.	Annual Benefits
Under 20					2	\$28,046	2	\$28,046
20-24								
25-29								
30-34								
35-39								
40-44								
45-49	5	\$104,943					5	104,943
50-54	18	471,128					18	471,128
55-59	22	563,305	3	\$42,152	1	21,397	26	626,854
60-64	24	615,534	4	48,003	4	68,570	32	732,107
65-69	23	502,914			6	77,614	29	580,528
70-74	13	271,011			10	168,357	23	439,368
75-79	7	113,721			6	70,344	13	184,065
80-84	2	38,002			4	43,200	6	81,202
85-89			1	11,700			1	11,700
90-94					1	11,700	1	11,700
95					1	11,700	1	11,700
96								
97								
98								
99								
100 & Over								
Total	114	\$2,680,558	8	\$101,855	35	\$500,928	157	\$3,283,341

Average age: 64.2 years

Average age at retirement: 47.6 years



Mississippi Municipal Retirement System

City of Hattiesburg

Total Active Member Data as September 30, 2011

Tabulated By Attained Age and Years of Service

Attained Age	Years of Service to Valuation Date							Totals	
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Valuation Payroll
Under 20									
20-24									
25-29									
30-34									
35-39									
40-44									
45-49						1		1	\$44,600
50-54						1		1	63,310
55-59							1	1	54,540
60 & Over							1	1	47,600
Totals						2	2	4	\$210,050

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Age: 54.0 years.

Service: 29.8 years.

Annual Pay: \$52,513.



SCHEDULE D

GLOSSARY

Actuarial Accrued Liability. The difference between (i) the actuarial present value of future plan benefits, and (ii) the actuarial present value of future normal cost. Sometimes referred to as "accrued liability" or "past service liability".

Accrued Service. The service credited under the plan which was rendered before the date of the actuarial valuation.

Actuarial Assumptions. Estimates of future plan experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future plan benefits" between the actuarial present value of future normal cost and the actuarial accrued liability. Sometimes referred to as the "actuarial funding method".

Actuarial Equivalent. A series of payments is called an actuarial equivalent of another series of payments if the two series have the same actuarial present value.

Actuarial Present Value. The amount of funds presently required to provide a payment or series of payments in the future. It is determined by discounting the future payments at a predetermined rate of interest, taking into account the probability of payment.

Amortization. Paying off an interest-bearing liability by means of periodic payments of interest and principal, as opposed to paying it off with a lump sum payment.

Experience Gain (Loss). A measure of the difference between actual experience and that expected based upon a set of actuarial assumptions during the period between two actuarial valuation dates, in accordance with the actuarial cost method being used.

Normal Cost. The annual cost assigned, under the actuarial funding method, to current and subsequent plan years. Sometimes referred to as "current service cost". Any payment toward the unfunded actuarial accrued liability is not part of the normal cost.

Reserve Account. An account used to indicate that funds have been set aside for a specific purpose and are not generally available for other uses.

Unfunded Actuarial Accrued Liability. The difference between the actuarial accrued liability and valuation assets. Sometimes referred to as "unfunded accrued liability".

Valuation Assets. The value of current plan assets recognized for valuation purposes. Generally based on a market-related smoothing method.



SCHEDULE E

THE NATURE OF ACTUARIAL PROJECTIONS

Regular actuarial valuations measure the Retirement System's present financial position and contributions adequacy by calculating and financing the liabilities created by the present benefit program. This process involves discounting to present values the future benefit payments on behalf of present active and retired members and their survivors. However, valuations do not produce information regarding future changes in the makeup of the covered group or the amounts of benefits to be paid or investment income to be received – actuarial projections do.

Whereas valuations provide a snapshot of the retirement system as of a given date, projections provide a moving picture. Projected active and retired groups are developed from year to year by the application of assumptions regarding pre-retirement withdrawal from service, retirements, deaths and disabilities. Projected information regarding the retired life group leads to assumed future benefit payout. Combining future benefit payments with assumed contributions and expected investment earnings produces the net cash flow of the System each year, and thus end of year asset levels.

Projections are used for many purposes. Among them are (i) developing cash flow patterns for investment policy and asset mix consideration, (ii) exploring the effect of alternative assumptions about future experience, (iii) analyzing the impact on system funding progress of changes in the workforce, and (iv) examining the potential effect of changes in benefits on system financial activity.

Projection results are useful in demonstrating changing relationships among key elements affecting system financial activity. For example: how benefits payable and system assets will grow in future decades. Projections are not predictions of specific future events and do not provide numeric precision in absolute terms. For instance, cash flow projected to occur 10 years in the future will not be exact (except by coincidence), but understanding the changed relationships between future benefits payout and future investment income can be very useful.



SCHEDULE F

CASH FLOW PROJECTIONS BASED ON NEW FUNDING POLICY

Mississippi Municipal Retirement Systems
City of Hattiesburg



Cash Flow Projection (Based on Post-2011 Funding Policy)
No Assumed Growth in Assessed Property, Certified Millage Rates, Assume 6.5% on Investments

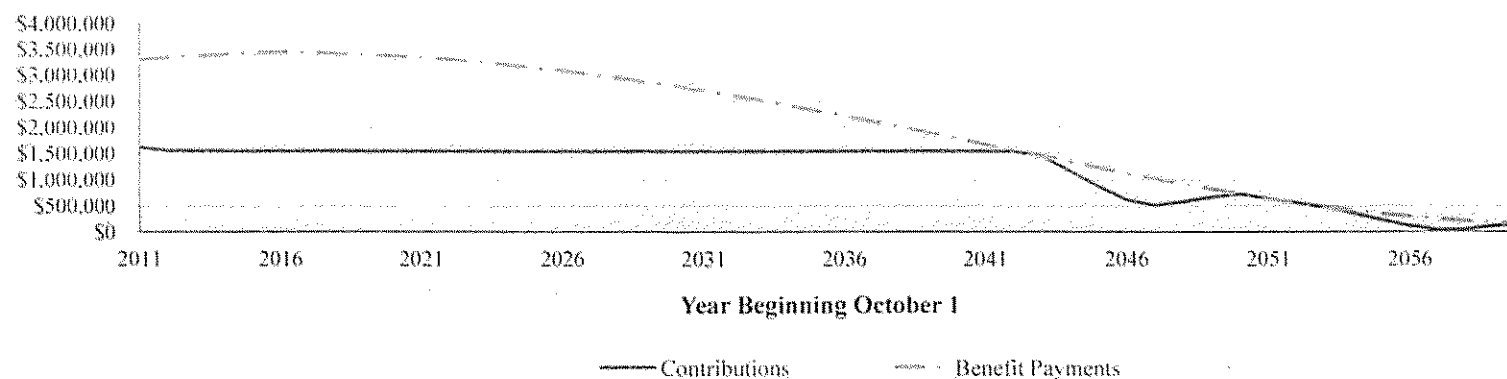
<u>Year Beginning Oct 1</u>	<u>Value of Assessed Property</u>	<u>MVA Balance October 1</u>	<u>Millage Rate</u>	<u>Contributions</u>	<u>Benefit Payments</u>	<u>Investment Income</u>	<u>Cash Flow</u>	<u>MVA Balance Sept 30</u>	<u>Year Ending Sept 30</u>
2011	\$404,544,340	\$21,632,243	0.00382	\$1,621,805	\$3,291,357	\$1,352,690	(\$316,862)	\$21,315,381	2012
2012	404,544,340	21,315,381	0.00382	1,559,637	3,335,627	1,328,689	(447,301)	20,868,080	2013
2013	404,544,340	20,868,080	0.00382	1,557,419	3,371,521	1,298,395	(515,707)	20,352,373	2014
2014	404,544,340	20,352,373	0.00382	1,555,020	3,398,837	1,263,924	(579,893)	19,772,480	2015
2015	404,544,340	19,772,480	0.00382	1,550,695	3,424,248	1,225,279	(648,274)	19,124,206	2016
2016	404,544,340	19,124,206	0.00382	1,549,215	3,436,791	1,182,693	(704,883)	18,419,323	2017
2017	404,544,340	18,419,323	0.00382	1,548,172	3,439,228	1,136,764	(754,292)	17,665,031	2018
2018	404,544,340	17,665,031	0.00382	1,547,432	3,411,945	1,088,584	(775,929)	16,889,102	2019
2019	404,544,340	16,889,102	0.00382	1,546,965	3,394,009	1,038,708	(808,336)	16,080,766	2020
2020	404,544,340	16,080,766	0.00382	1,546,687	3,367,203	987,014	(833,502)	15,247,264	2021
2025	404,544,340	11,744,232	0.00382	1,545,466	3,145,873	712,181	(888,226)	10,856,006	2026
2030	404,544,340	7,420,485	0.00382	1,545,359	2,786,825	442,619	(798,847)	6,621,638	2031
2035	404,544,340	3,862,867	0.00382	1,545,359	2,318,084	226,368	(546,357)	3,316,510	2036
2040	404,544,340	1,914,405	0.00382	1,545,359	1,781,324	116,888	(119,077)	1,795,328	2041
2045	404,544,340	1,965,339	0.00304	876,028	1,228,040	116,487	(235,525)	1,729,814	2046
2050	404,544,340	479,536	0.00179	724,256	724,256	31,170	31,170	510,706	2051
2055	404,544,340	603,370	0.00086	230,455	346,617	35,503	(80,659)	522,711	2056
2060	404,544,340	(20,669)	0.00033	171,313	134,623	(170)	36,520	15,851	2061

Mississippi Municipal Retirement Systems
City of Hattiesburg

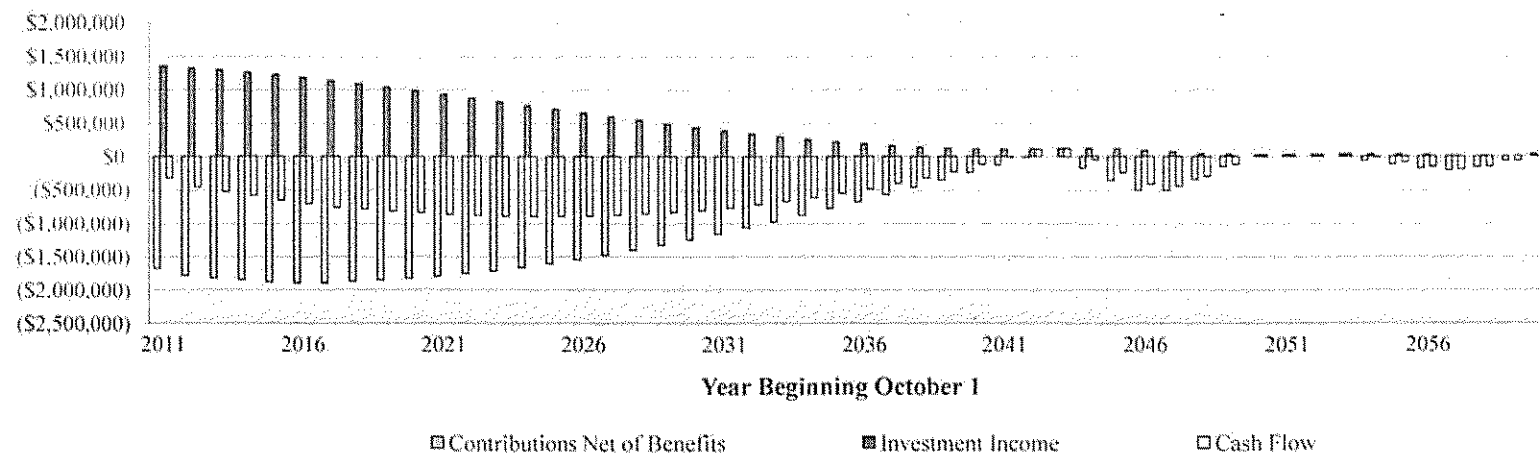


50 Year Cash Flow Projection
Based on Valuation Assumptions

Projected Contributions and Benefits



Net Change in Asset Values





Cavanaugh Macdonald
CONSULTING, LLC

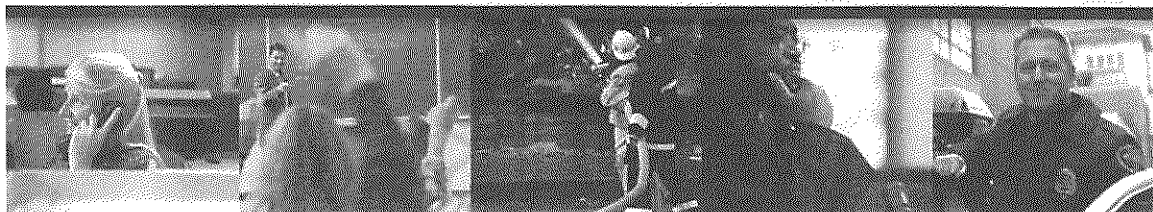
The experience and dedication you deserve

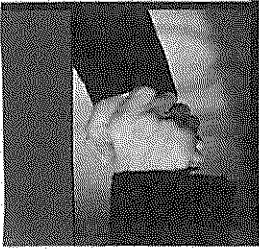


PERS
of MISSISSIPPI

Mississippi Valuation Results September 30, 2011

Municipal Retirement Systems





Basic Retirement Funding Equation

$$C + I = B + E$$

C = Contributions

I = Investment Income

B = Benefits Paid

E = Expenses (administration)



Basic Retirement Funding Equation

$$C + I = B + E$$

B depends on

- n Plan Provisions

- n Experience

C depends on

- n Short Term: Actuarial Assumptions

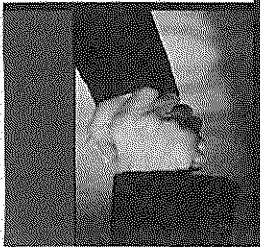
Actuarial Cost Method

- n Long Term: I, B, E



MRS Results





MRS Assumption Change

- Post-retirement mortality table used for disability retirements was changed to match PERS Plan.



MRS Funding Policy Change

- The employer contribution rate (expressed as a millage rate tax applied to assessed property values) is established to generate an ultimate asset reserve level equal to a reasonable percentage of the next year's projected benefit payments.
 - Contributions will continue past 9/30/2020
 - Ultimately, a PAYG basis will be created once contribution levels get lower than expected benefit payments
- Maintain adequate asset levels to finance the benefits promised to members. Initially the target level will be no less than 100% and no more than 150% of next year's benefit payments.

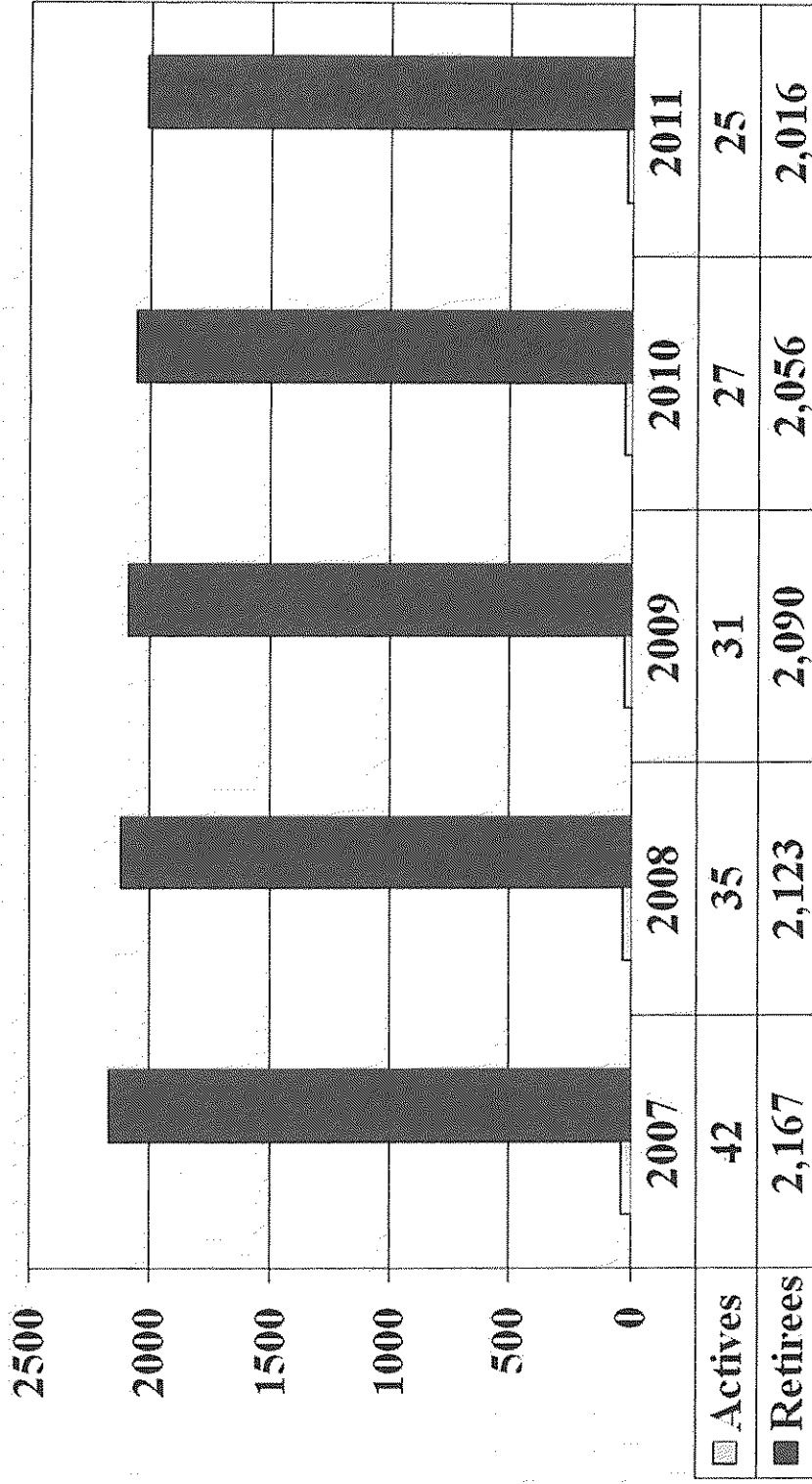


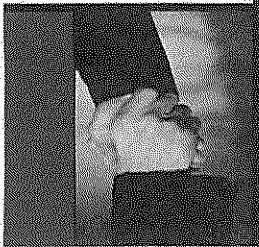
MRS Funding Policy Change

- Develop a pattern of contribution rates that will develop the required funds needed to meet the requirement of paying all benefits with little residual value.
- Assume a change to a more conservative asset portfolio in 2011 fiscal year – investment return assumption set at 6.50%.
- Assume no increase in assessed property values.
- Fund benefit improvements through increases in employer rates.

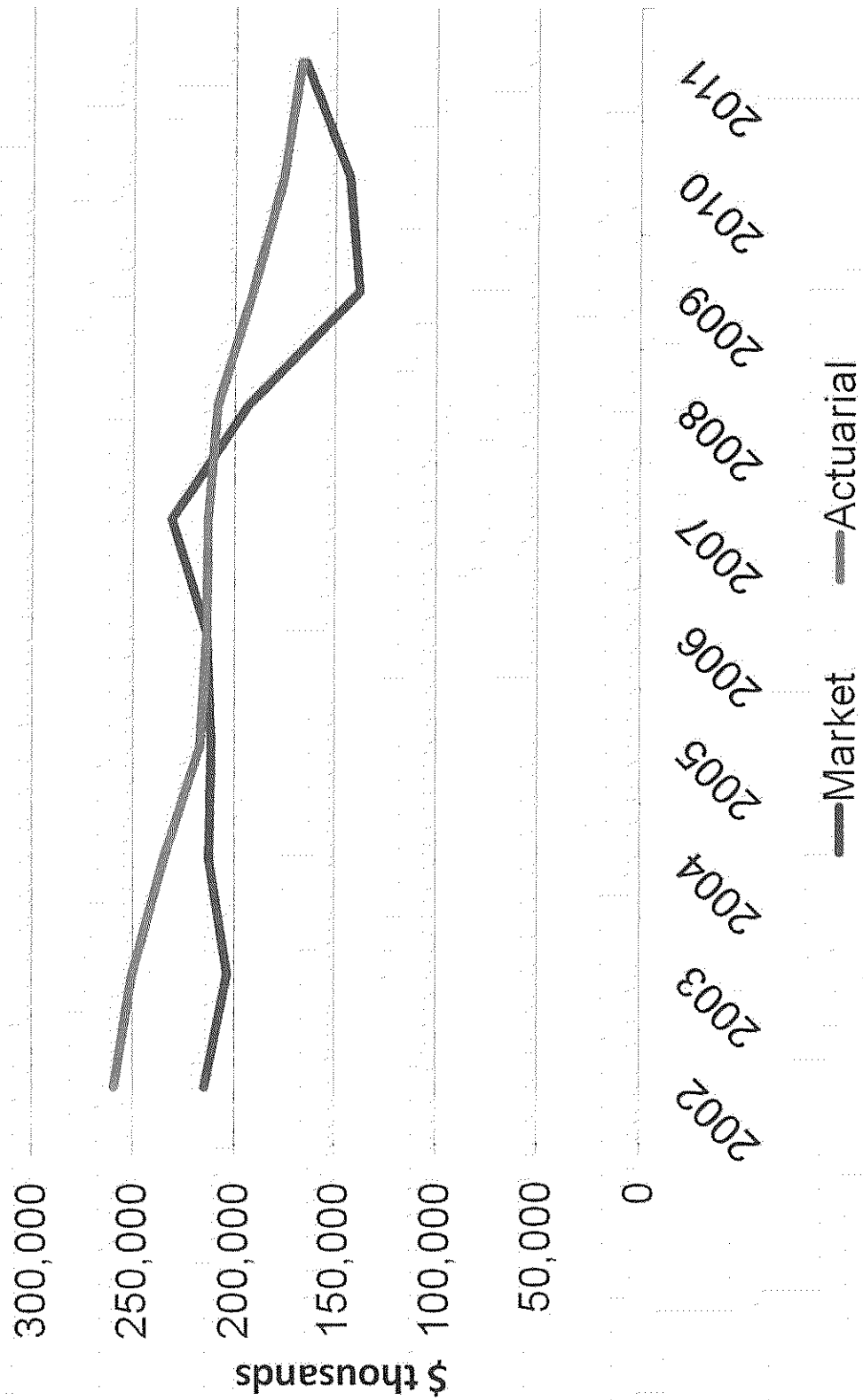


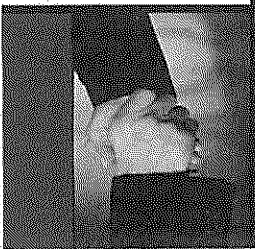
MRS Census Data – September 30



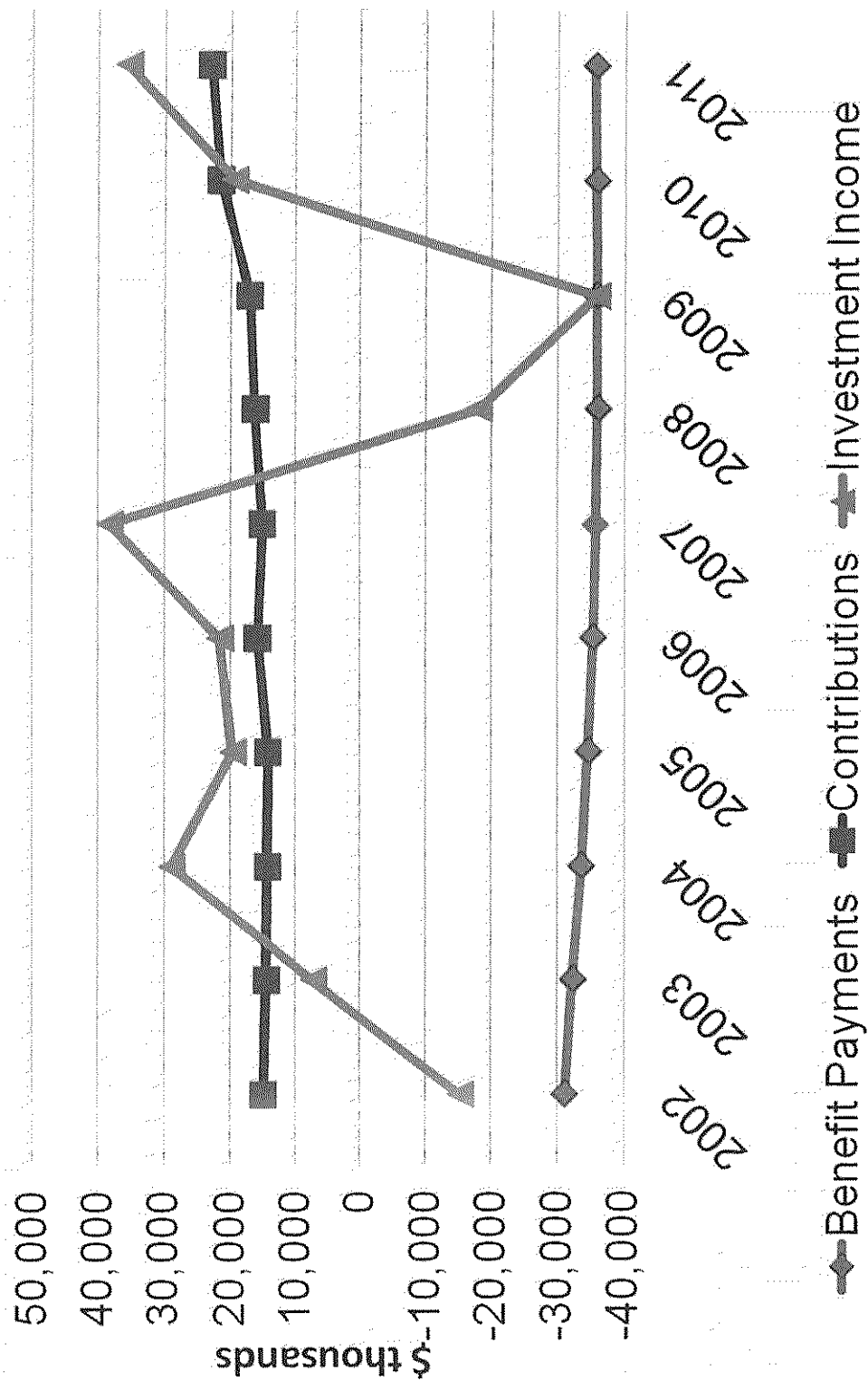


MRS Asset Values – September 30



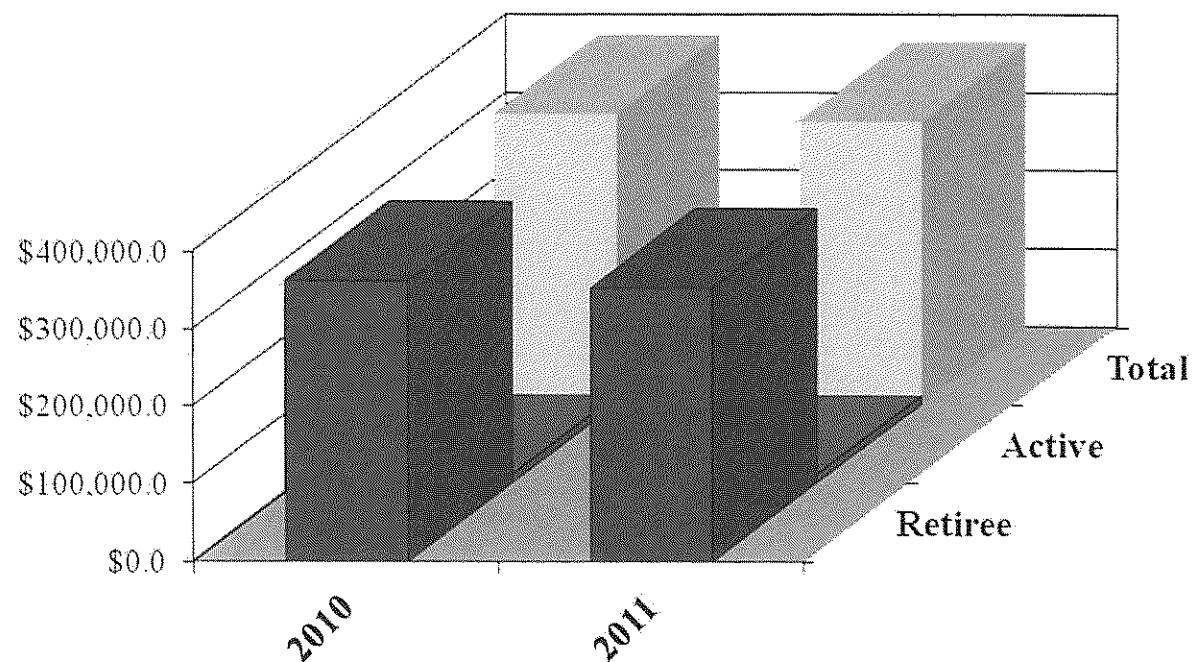


MRS Cash Flow





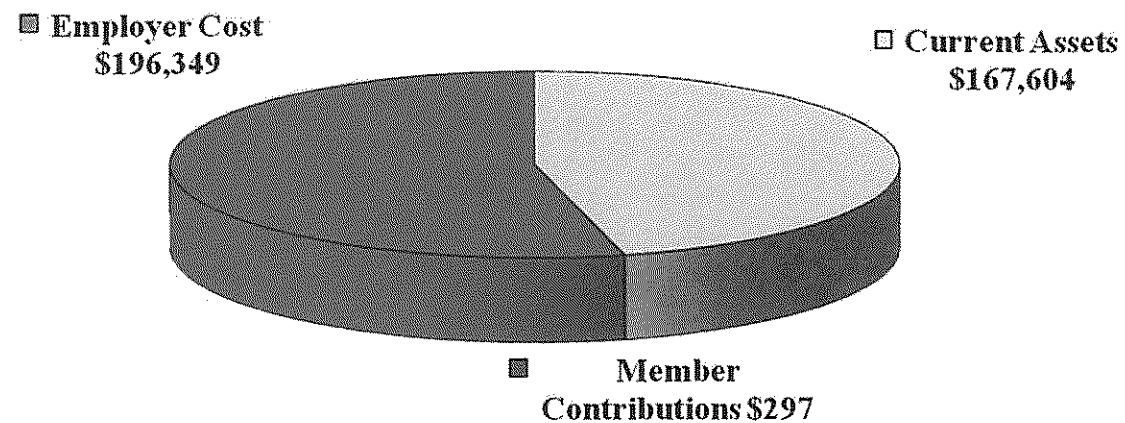
MRS Total Liability (\$ thousands)



	30-Sep-10	30-Sep-11
■ Retiree	\$362,444.2	\$353,609.1
■ Active	\$11,214.6	\$10,641.5
■ Total	\$373,658.8	\$364,250.6



MRS Financing of Retirement Benefit Promises (\$ thousands)





MRS Participant Data

City	Actives	Payroll	Retirees	Benefits
Biloxi	2	\$125,324	128	\$2,203,113
Clarksdale	1	42,781	58	658,833
Clinton	6	322,234	28	639,775
Columbus	1	64,485	87	1,254,621
Greenville	0	0	87	1,056,011
Greenwood	2	76,917	64	816,395
Gulfport	2	164,017	99	1,828,157
Hattiesburg	4	210,050	157	3,283,341
Jackson	2	98,504	654	13,050,754



MRS Participant Data

City	Actives	Payroll	Retirees	Benefits
Laurel	0	\$0	100	\$1,238,115
McComb	0	0	30	347,145
Meridian	3	168,784	202	2,768,230
Natchez	1	34,546	61	804,070
Pascagoula	1	49,216	81	1,475,007
Tupelo	0	0	85	1,391,521
Vicksburg	0	0	76	2,078,217
Yazoo City	0	0	19	271,294



MRS Assessed Property Values

City	Assessed Value 2010	Assessed Value 2011	One-Year Percent Increase	4yr Annual Average Increase
Biloxi	\$559,074,350	\$535,701,881	(4.2)%	2.7%
Clarksdale	79,843,165	82,426,519	3.2%	0.1%
Clinton	190,295,542	189,540,517	(0.4)%	4.1%
Columbus	189,758,903	188,555,406	(0.6)%	3.2%
Greenville	186,244,918	187,948,497	0.9%	1.7%
Greenwood	107,470,679	108,478,499	0.9%	1.6%
Gulfport	714,107,871	723,157,372	1.3%	6.3%
Hattiesburg	420,131,692	404,544,340	(3.7)%	2.8%
Jackson	1,178,470,596	1,197,937,482	1.7%	2.2%



MRS Assessed Property Values

City	Assessed Value 2010	Assessed Value 2011	One-Year Percent Increase	4yr Annual Average Increase
Laurel	\$156,784,022	\$165,834,244	5.8%	2.4%
McComb	96,120,588	94,736,120	(1.4)%	3.5%
Meridian	330,138,193	318,777,866	(3.4)%	5.7%
Natchez	126,255,702	115,314,119	(8.7)%	1.8%
Pascagoula	260,099,582	258,275,296	(0.7)%	6.3%
Tupelo	426,470,182	426,120,432	(0.1)%	1.1%
Vicksburg	314,435,776	309,792,887	(1.5)%	0.1%
Yazoo City	45,340,719	46,073,238	1.6%	2.0%



MRS Millage Rates

City	Current	Pre-2011 Computed	Post-2011 Computed	Certified	Year when City goes to PAYG
Biloxi	2.50	4.00	2.38	2.38	2035
Clarksdale	8.26	9.76	6.19	6.19	2025
Clinton	1.49	1.69	1.39	1.39	2051
Columbus	6.08	8.93	5.82	5.82	2021
Greenville	3.46	5.45	3.28	3.28	2031
Greenwood	5.62	7.64	4.70	4.70	2031
Gulfport	1.73	2.26	1.38	1.38	2039
Hattiesburg	4.82	6.13	3.82	3.82	2043
Jackson	5.56	7.87	4.89	4.89	2034



MRS Millage Rates

City	Current	Pre-2011 Computed	Post-2011 Computed	Certified	Year when City goes to PAYG
Laurel	6.11	8.53	5.21	5.21	2028
McComb	3.52	3.71	2.30	2.30	2031
Meridian	7.93	8.71	5.45	5.45	2028
Natchez	7.22	7.54	4.58	4.58	2030
Pascagoula	4.00	3.72	2.46	2.46	2034
Tupelo	1.89	2.73	1.66	1.66	2034
Vicksburg	5.14	4.91	3.18	3.18	2036
Yazoo City	4.35	6.96	4.26	4.26	2026



City of Hattiesburg, MS

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

Master

File Number: 2012-0622

File ID: 2012-0622

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Acknowledge receipt of an Avigation and Hazard Easement from HPC Properties, LLC. for Parcel 2-042J-36-006.00, for a period of five (5) years. Acknowledge receipt of an Avigation and Hazard Easement from HPC Properties, LLC. for Parcel 2-042J-36-006.00,

Final Action:

Minute Book Number: MB 2012-1/87

Title:

Acknowledge receipt of an Avigation and Hazard Easement over and to the real property recorded as Parcel 2-042J-36-006.00 in the Forrest County Land Records, Deed Book 914, Page 665, from HPC Properties, LLC., terminating five (5) years from the date of execution, and authorize payment for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Legal for Clear Site, Survey For Clear Site

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approved on the Routine Agenda				
Action Text: Approved on the Routine Agenda							

Text of Legislative File 2012-0622

Title

Acknowledge receipt of an Avigation and Hazard Easement over and to the real property recorded as Parcel 2-042J-36-006.00 in the Forrest County Land Records, Deed Book 914, Page 665, from HPC Properties, LLC., terminating five (5) years from the date of execution, and authorize payment for same.

Summary

Acknowledge receipt of an Avigation and Hazard Easement over and to the real property recorded as Parcel 2-042J-36-006.00 in the Forrest County Land Records, Deed Book 914, Page 665, from HPC Properties, LLC., terminating five (5) years from the date of execution, and authorize payment for same.

Budget Information

\$10.00

Expenditure Type

Regular Expenditure

Purchasing Item

Regular Purchase

Publication Information

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg	HPC Properties, LLC
Department of Engineering	1 W.L. Runnels Industrial Drive
P O Box 1898	Hattiesburg, MS 39401
Hattiesburg, MS 3903-1898	
Phone: (601) 545-4540	Phone:
Account No.	Business No. (601) 545-3400

AVIGATION AND HAZARD EASEMENT

INDEXING INSTRUCTIONS:

Part of the NE ¼ of Section 35, and
Part of the NW ¼ of Section 36
Township 4 North, Range 13 West,
A part Lot 7, Unit 4 of the Hattiesburg Industrial
Park Subdivision
City of Hattiesburg
Forrest County, Mississippi

THE STATE OF MISSISSIPPI

County of FORREST

City of HATTIESBURG

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged and confessed, HPC Properties, LLC, a Mississippi Corporation, has and does by these presents hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, for a period commencing on the date of execution of this easement and terminating five (5) years from the date of execution of this easement, an **Avigation and Hazard Easement** over and to that real property located and situated in the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly and certainly described as follows:

A part of the NW ¼ of Section 36 and the NE ¼ Section 35, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi,

A part Lot 7, Unit 4 of the Hattiesburg Industrial Park Subdivision as per map or plat thereof on file at the Office of the Chancery Clerk of Forrest County, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as **Commencing** at a ½ Inch Rebar representing the Southeast Corner of said Lot 7 and a Point on the Southwestern Right of Way Line of Kansas City Southern Railroad, thence run N24°56'22"W along the Northeastern Line of said Lot 7 and said Southwestern Right of Way Line for 1,184.43 feet for the **Point of Beginning**; thence run N57°20'03"W for 833.03 feet to a Point on the Southeastern Right of Way Line of J. M. Tatum Industrial Drive, said Point also being a Point on the Northwestern Line of said Lot 7, thence run N42°21'40"E along said Southeastern Right of Way Line and said Northwestern Lot Line for 130.49 feet to a Point of Intersection of said Southeastern Right of Way Line and the Centerline of Priests Creek, thence run N58°25'53"E along said Centerline and said Northwestern Lot Line for 195.76 feet, thence run N75°29'12"E along said Centerline and said Northwestern Lot Line for 133.67 feet to the Point of Intersection of said Centerline and the said Southwestern Right of Way Line of Kansas City Southern Railroad, said Point also being the Northeast Corner of said Lot 7, thence run S24°56'22"E along said Southwestern Right of Way Line and said Northeastern Lot Line for 752.16 feet to the **Point of Beginning**, comprising 4.13 Acres, more or less.

The above described parcel being a Avigation and Hazard Easement upon the Real Property in the County of Forrest Land Records, Deed Book 914, Page 665, Tax Parcel 2-042J-36-006.00.

The Avigation and Hazard Easement conveyed herein is defined as follows:

- 1 The right to enter from time to time on the property described hereinabove for the purpose of trimming and/or cutting and/or removing trees, buildings, structures and objects extending into air space above said property higher than a point ten feet beneath the Imaginary Surfaces formed by the Transitional Surface and/or the Approach Surface, as particularly described in Exhibit "A", which is attached hereto and incorporated herein. The City of Hattiesburg, Mississippi, shall remove offending trees at its expense and shall be entitled to all the proceeds from any sale of the felled trees.
- 2 The right to enter from time to time on the property described hereinabove for the purpose of preventing the erection or growth upon said property of any building, structure, tree or other object, extending into air space above said property higher than a point ten beneath the Imaginary Surfaces formed by the Transitional Surface and/or the Approach Surface, as particularly described in Exhibit "A", or at the sole option of The City of Hattiesburg, Mississippi, as an alternative, to mark or light as obstructions to air navigation, any such building, structures, tree or other objects.
- 3 The right to unobstructed passage of all aircraft, by whosoever owned and operated, in the air space above Grantor's property at any altitude higher than a point ten feet beneath the Imaginary Surfaces formed by the Transitional Surface and/or the Approach Surface, as particularly described in Exhibit "A", which air space is over and above Grantor's property.
- 4 The right of flight and the right to cause in all air space above the surface of Grantor's property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at, taking off from, flying over, operating at, or operating on the Bobby L. Chain Municipal Airport.
- 5 The right to prohibit lighting interference, electrical interference, electronic interference or radio interference, or smoke emanating from Grantor's property, to the extent that such interference impairs, derogates, or otherwise endangers air operations at the Hattiesburg Airport, including, but not limited to aircraft communications, navigational aids, visibility, and the landing, taking off and maneuvering of aircraft in the vicinity of the Bobby L. Chain Municipal Airport.

Witness our signatures this the _____ day of _____ A.D., 20_____.

Signature/Date: _____

Print Name: _____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and

State, on this _____ day of _____, 20____, within my jurisdiction, the

within named _____ who

acknowledged before me that he signed, executed and delivered the foregoing Avigation and Hazard Easement for and on behalf of said corporation, on the day, in the year, and for the purposes therein contained, he having first been duly authorized so to do.

_____ (NOTARY PUBLIC)

(SEAL)

My commission expires: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

A part Lot 7, Unit 4 of the Hattiesburg Industrial Park Subdivision as per map or plat thereof on file at the Office of the Chancery Clerk of Forrest County, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Commencing at a 1/2 Inch Rebar representing the Southeast Corner of said Lot 7 and a Point on the Southwestern Right of Way Line of Kansas City Southern Railroad, thence run N24°56'22"W along the Northeastern Line of said Lot 7 and said Southwestern Right of Way Line for 1,184.43 feet to the Point of Beginning; thence run N57°20'03"W for 833.03 feet to a Point on the Southeastern Right of Way Line of J. M. Tatum Industrial Drive, said Point also being a Point on the Northwestern Line of said Lot 7, thence run N42°21'40"E along said Southeastern Right of Way Line and said Northwestern Lot Line for 130.49 feet to a Point of intersection of said Southeastern Right of Way Line and the Centerline of Priests Creek, thence run N58°23'53"E along said Centerline and said Northwestern Lot Line for 195.76 feet, thence run N75°29'12"E along said Centerline and said Northwestern Lot Line for 133.67 feet to the Point of intersection of said Centerline and the said Southwestern Right of Way Line of Kansas City Southern Railroad, said Point also being the Northeast Corner of said Lot 7, thence run S24°56'22"E along said Southwestern Right of Way Line and said Northeastern Lot Line for 752.16 feet to the Point of Beginning, comprising 4.13 Acres, more or less.

Nicholas M. Connolly, PE, PLS
Civil Engineer No. 12791
Land Surveyor No. 2973

REFERENCE MATERIALS:
FORREST COUNTY TAX MAP No. 42J
HATTIESBURG INDUSTRIAL PARK SUBDIVISION, UNIT 4 PLAT
SD&W PROPERTY PLAT
DATED: JANUARY 20, 1981
SD&W SURVEY DRAWING No. F-255
DATED: DECEMBER 20, 1999
SD&W SURVEY DRAWING No. F03-1973
DATED: JULY 03, 2003
SD&W SURVEY DRAWING No. F04-11815
DATED: DECEMBER 1, 2004
SD&W SURVEY DRAWING No. F05-11900
DATED: 08-26-2005
SD&W SURVEY DRAWING No. 12887A
DATED: JANUARY 17, 2007
MISSISSIPPI DEPARTMENT OF TRANSPORTATION DRAWINGS:
STATE AID PROJECT No. SAP-18(55)
DATED: JULY 12, 1993
STATE AID PROJECT No. SAP-18(21)
DATED: JUNE 13, 1975
SPECIAL WARRANTY DEEDS:
BOOK 914, PAGE 665
BOOK 763, PAGE 227
BOOK 952, PAGE 87

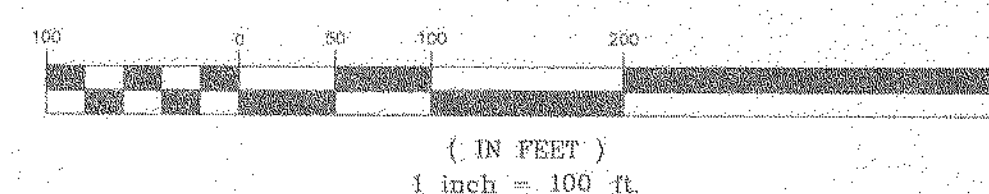
SURVEY DATE: OCTOBER 28, 2011

JUDGED TO BE A CLASS "B" SURVEY

SURVEYED TO CLASS "B"

BEARINGS BASED ON MISSISSIPPI STATE
PLANE COORDINATE SYSTEM, ZONE EAST.
HORIZ. DATUM: NAD83
SCALE FACTOR: 0.999970596679
CONVERGENCE: -01°3'22"

GRAPHIC SCALE



NO.	DATE	DESCRIPTION	BY
-----	------	-------------	----

CLEAR ZONE PARCEL SURVEY

BOBBY L. CHAIN MUNICIPAL AIRPORT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39402-1711
30 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD&W.COM
P: (601) 844-1501
F: (601) 844-1501

Drawn by: RES Checked by: NMC/KDW

Date: 11-03-2011 Scale: AS NOTED

Drawing No.: 1235-054 Sheet No.: 1 OF 1

LEGEND

APR - AS PER RECORD

APS - AS PER SURVEY

POINT OF COMMENCEMENT:
SOUTHEAST CORNER OF LOT 7, UNIT 4
HATTIESBURG INDUSTRIAL PARK
SUBDIVISION, FORREST
COUNTY, MISSISSIPPI

NOTE:
THE CENTERLINE OF KCS RAILROAD WAS NOT
LOCATED ON THE GROUND ON THE DATE OF
THIS SURVEY DUE TO THE THREAT OF LEGAL
ACTION BY PERSONNEL OF KCS RAILROAD.

THE NORTHWEST CORNER OF THE
NORTHWEST 1/4 OF SECTION 36,
TOWNSHIP 4 NORTH, RANGE 13 WEST,
FORREST COUNTY, MISSISSIPPI

NORTHEAST 1/4 OF
THE NORTHEAST 1/4

NORTHWEST 1/4 OF
THE NORTHWEST 1/4

NORTHEAST 1/4 OF
THE NORTHWEST 1/4

BOBBY L. CHAIN
MUNICIPAL AIRPORT
CITY OF HATTIESBURG

±4.13
ACRES

KANSAS CITY
SOUTHERN RAILROAD

LOT 7, UNIT 4
HATTIESBURG INDUSTRIAL
PARK SUBDIVISION

SECTION 35
SECTION 36

W.L. RUNNELS INDUSTRIAL DRIVE

J.M. TATUM INDUSTRIAL DRIVE

SOUTHEAST 1/4 OF
THE NORTHEAST 1/4

SOUTHWEST 1/4 OF
THE NORTHWEST 1/4

SOUTHEAST 1/4 OF
THE NORTHEAST 1/4



City of Hattiesburg, MS

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

Master

File Number: 2012-0592

File ID: 2012-0592

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/06/2012

Brief Title: Warranty Deed from James R. Wilson for right of way, and temporary easement for the 4th Street Expansion Project.

Final Action:

Minute Book Number: 2012-1/87

Title:

Acknowledge receipt of Warranty Deed from James R. Wilson for a portion of Parcel No. 2-028J-08-010.00 for a right of way, and a temporary construction easement, for the Fourth Street Expansion Project No. HPP-8750-00(003); Authorize manual check for same.

Notes: 072201.7010

Sponsors:

Enactment Date:

Attachments: Parcel 2-028J-08-010.00-James R Wilson

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0592

Title

Acknowledge receipt of Warranty Deed from James R. Wilson for a portion of Parcel No. 2-028J-08-010.00 for a right of way, and a temporary construction easement, for the Fourth Street Expansion Project No. HPP-8750-00(003); Authorize manual check for same.

Summary

Acknowledge receipt of Warranty Deed from James R. Wilson for right of way and temporary construction easement for the 4th Street Expansion project.

Budget Information

072201.7010 \$2,600.00

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

Prepared by:
Christopher M. Howdeshell
MSB # 10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman, Howdeshell,
Hinton & Hightower, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3311

City of Hattiesburg, Mississippi
West Fourth Street Expansion
Project No.: HPP-8750-00(003)
Parcel No. 2-028J-08-010.00

WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of the sum and amount of Two
Thousand Six Hundred and No/100 Dollars (\$2,600.00), cash in hand
paid, the receipt and sufficiency of which are hereby
acknowledged, I,

James R. Wilson
2204 West 4th Street
Hattiesburg, MS 39401
Telephone No. (601) 818-3784

Grantor, do hereby grant, bargain, sell, and warrant unto

City of Hattiesburg, Mississippi,
a Municipal Corporation
214 West Front Street
Hattiesburg, MS 39401
(601) 545-4642

Grantee, the property described in Exhibit "B" attached hereto and incorporated herein, and a Temporary Construction Easement described in Exhibit "C" attached hereto and incorporated herein. A survey of said property is attached hereto as Exhibit "A".

All oil and gas and other minerals which may be produced through a well bore are specifically excepted and excluded. It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, his heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

It is further understood and agreed by and between the Grantor and Grantee hereto that all terms and conditions contained herein shall be binding upon the parties hereto, their successors and assigns, and that the Temporary Construction Easement shall automatically terminate at the completion of said project, and title shall revert to Grantor.

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

Grantor hereby warrants that he is unmarried or that the property described herein is no part of his homestead.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

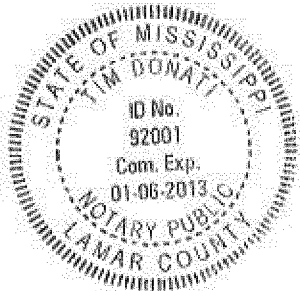
Witness my signature, this the 16th day of February,
A.D. 2012.

James R. Wilson
JAMES R. WILSON

STATE OF MISSISSIPPI
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of February, A.D. 2012, within my jurisdiction, the within named **James R. Wilson**, who acknowledged that he executed the above and foregoing Warranty Deed.

(SEAL)



Tim Donati
NOTARY PUBLIC

PREPARED BY:



CLASSIFICATION:

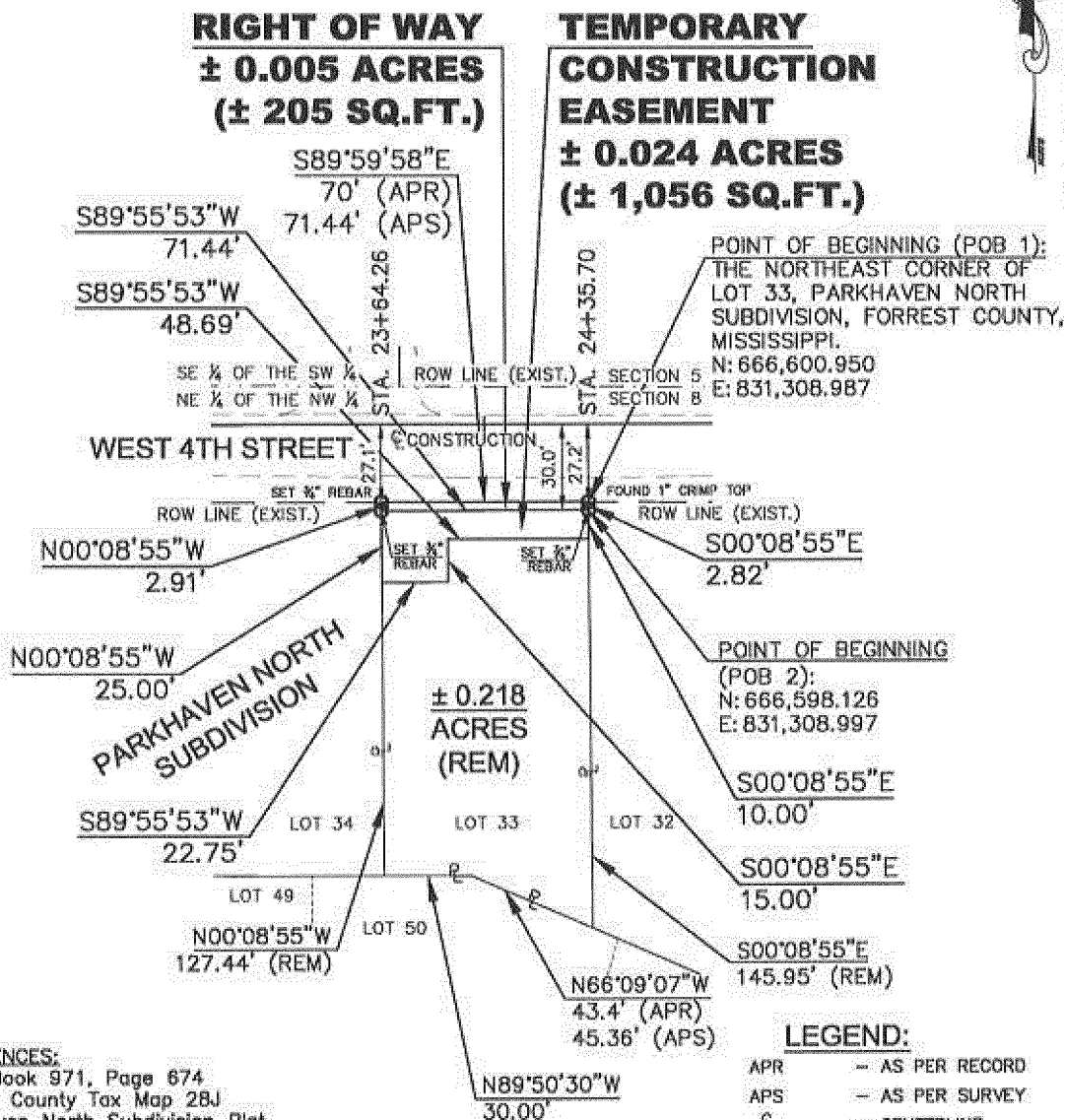
This Survey meets the minimum requirements of the standards for Land Surveyors in Mississippi for Class "B" Surveys as adopted by the State Board of Registration for Professional Engineers and Surveyors.

Nicholas M. Connolly, PLS No. 2973

PREPARED FOR:
CITY OF HATTIESBURG
DEPARTMENT OF PUBLIC SERVICES
P.O. BOX 1898
HATTIESBURG, MISSISSIPPI 39403-1898
PHONE: (601) 545-4540

EXHIBIT "A"

GRAPHIC SCALE



REFERENCES:

Deed Book 971, Page 674
Forrest County Tax Map 28J
Parkhaven North Subdivision Plat

NOTES:

All utilities, utility easements and rights of way, unless otherwise noted, are not shown.

All bearings are based on the North American Datum of 1983, Mississippi East Zone Grid.

LEGEND:

APR - AS PER RECORD
APS - AS PER SURVEY
CL - CENTERLINE
EXIST. - EXISTING
PL - PROPERTY LINE
REM - REMAINING
ROW LINE - RIGHT OF WAY
SQ. FT. - SQUARE FEET

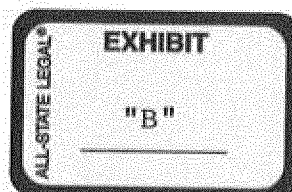
SD&W PROJECT NO.: 1235-008	RIGHT-OF-WAY EXHIBIT	PROPERTY OWNER: JAMES R. WILSON
NORTHEAST 1/4 OF THE NORTHWEST 1/4	WEST 4TH STREET	
SECTION 8, TOWNSHIP 4 NORTH, RANGE 13 WEST	Survey Date: MARCH 19, 2008	PROJECT NO.: HPP-8750-00(003) LPA/104873-801000
FORREST COUNTY	Exhibit Date: SEPTEMBER 21, 2009	PARCEL NO.: 2-028J-08-010.00

INDEXING INSTRUCTIONS: Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 1" Crimp Top representing the Northeast Corner of Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of **N 666,600.950** feet and **E 831,308.987** feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street and the **Point of Beginning**;
- thence run S00°08'55"E along the East Line of said Lot 33 for 2.82 feet,
- thence run S89°55'53"W for 71.44 feet to a Point on the West Line of said Lot 33,
- thence run N00°08'55"W along said West Line for 2.91 feet to the Northwest Corner of said Lot 33, said Corner also being a Point on said Existing Southern Right of Way Line,
- thence run S89°59'58"E along said Existing Southern Right of Way Line for 71.44 feet to the Point of Beginning,
- comprising **0.005** Acres, more or less.

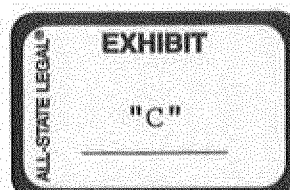


INDEXING INSTRUCTIONS: Lot 35, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(93), as developed by Shows, Dearman and Waits, Inc. for the Mississippi Department of Transportation project HPP-8750-00(003) LPA/104873-801000.

A part of Lot 35, Parkhaven North Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

- **Commencing** at a Found 1" Crimp Top representing the Northeast Corner of Lot 33, Parkhaven North Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said point having a Grid value of N **666,600.950** feet and E **831,308.987** feet on the above referenced East Zone Grid, said Corner also being a Point on the Existing Southern Right of Way Line of West 4th Street;
- thence run N89°59'58"W along the said Existing Southern Right of Way Line for 142.88 feet to the Northeast Corner of Lot 35 of said Parkhaven North Subdivision, said Point also being the **Point of Beginning** and having a Grid value of N **666,600.952** feet and E **831,166.110** feet on the above referenced East Zone Grid,
- thence run S00°08'55"E along the East Line of said Lot 35 for 3.00 feet,
- thence run S89°55'53"W for 56.13 feet to a Point on the West Line of Grantor's Property,
- thence run N00°08'55"W along said West Line for 3.07 feet to a Point on said Existing Southern Right of Way Line,
- thence run S89°59'58"E along said Existing Southern Right of Way Line for 56.13 feet to the Point of Beginning,
- comprising **0.004** Acres, more or less.





City of Hattiesburg, MS

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

Master

File Number: 2012-0593

File ID: 2012-0593

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/07/2012

Brief Title: Inventory-FCA Shield

Final Action:

Minute Book Number: MB 2012-1/88

Title:

Acknowledge the FCA Shield donated by Diamondback Tactical valued at \$1,850.00 and authorize the item to be placed on the Hattiesburg Police Department's inventory list.

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Meeting Date:

Drafter: Tammy Leggett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0593

Title

Acknowledge the FCA Shield donated by Diamondback Tactical valued at \$1,850.00 and authorize the item to be placed on the Hattiesburg Police Department's inventory list.

Summary

Inventory-FCA Shield

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: 2012-0631

File ID: 2012-0631

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/14/2012

Brief Title: Order

Final Action:

Minute Book Number: MB2012-1/88

Title:

Adopt an order finding that the bid received on February 16, 2012 for One (1) New 2012 Sports Utility Vehicle for the Construction Division and accepted March 6, 2012, did substantially meet the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: MEMO.Bids substantially meets specifications, SUV Bids

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0631

Title

Adopt an order finding that the bid received on February 16, 2012 for One (1) New 2012 Sports Utility Vehicle for the Construction Division and accepted March 6, 2012, did substantially meet the City's advertised specifications.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City Council members

FROM: Eddie R. Myers, Director of Administration/City Clerk

DATE: March 15, 2012

The City of Hattiesburg advertised a request for sealed bids for furnishing a full size SUV for the Construction Division. The specifications called for the vehicle to be furnished with a full size spare tire. We received only two (2) bids and both of the bids did not include a full size spare.

A recommendation was made to award the bid of McMullan Motors on March 6, 2012. Since the bid did not completely meet the advertised specifications, I contacted the State Auditor's office. The Auditor's office advised that the Council could adopt an order finding that the bid did substantially meet the advertised specifications, and accepting the bid would not infringe upon the competitive nature of the bid. Information from the Auditor's office is provided with this memo.

If further information is needed, please advise.

Myers, Eddie

From: Emily McNeil [Emily.McNeil@osa.ms.gov]
Sent: Wednesday, March 14, 2012 12:11 PM
To: Myers, Eddie
Subject: RE: Acceptiing bids
Attachments: Westlaw_Document_10_36_01.pdf

Hi Eddie,

Please see the attached AG's opinion. As long as the bid is determined to substantially conform to the specifications and accepting the bid would not infringe up on the competitive nature of the bid, I see no problem with the city accepting the lowest and best bid even if the full sized spare tire was not included.

This is not an official advisory opinion of this office and is considered to be routine technical assistance.

Thanks,

Emily M. McNeil, CPA

Manager, Technical Assistance Division
Mississippi Office of the State Auditor
601-576-2660
emily.mcneil@osa.ms.gov

From: Myers, Eddie [mailto:emyers@hattiesburgms.com]
Sent: Wednesday, March 14, 2012 11:59 AM
To: Emily McNeil
Subject: Acceptiing bids

Emily,

The City of Hattiesburg advertised a request for sealed bids for furnishing a full size SUV. The specifications called for the vehicle to be furnished with a full size spare tire. We received only two (2) bids and both of the bids did not include a full size spare. May the City accept the bid that would be determined the lowest and best bid that meets the City's specification, with the exception of the spare tire?

Thank you for your assistance in the matter.

Eddie R. Myers, MMC
Director of Administration/City Clerk
City of Hattiesburg, MS
601-545-4502

1991 WL 577514 (Miss.A.G.)

Office of the Attorney General
State of Mississippi

*1 April 16, 1991

Re: DEVIATION FROM BID SPECIFICATIONS

Honorable Benjamin E. Griffith
Attorney
Bolivar County Board of Supervisors
Post Office Drawer 1680
Cleveland, Mississippi 38732

Dear Mr. Griffith:

Attorney General Mike Moore has received your letter of request and has assigned it to me for research and reply. Your letter, a copy of which is attached, sets out various facts relating to the specifications and an invitation to bid for the sale to the county of one or more articulated boom mowers. Based on the facts set out in your attached letter you pose the following matter for consideration:

“My question is whether the County Board of Supervisors has the legal authority to make a determination that the above requirements contained in the specifications were not material and that the equipment furnished by the lowest and best bidder was the substantial equivalent of the equipment advertised for and would substantially fill the specific need and perform the specific task desired by the County, and whether the County can legally **accept** the **bid** submitted by Vendor “A” based on such determination.”

Clearly, a fundamental prerequisite to a county board of supervisors' consideration of any particular **bid** is to make a determination that such **bid** substantially conforms in all respects to the **bid specifications** and other legal requirements. Among other things, that means there can be no material deviation from the advertised **specifications** which infringes on the competitive character of the **bid** and has no effect as to give one bidder an advantage or benefit over the other bidders. Of course, any such irregularity must also be such that it has no material effect as to whether or **not** the product will be able to perform the intended task or fill the need which requires its purchase by the county.

This office is of the opinion the Bolivar County Board of Supervisors **does** have the authority, indeed the responsibility, to adjudicate whether or **not** Vendor “A's” **bid** substantially complies with or is otherwise the substantial equivalent of the advertised equipment notwithstanding the irregularities noted in your letter. The board cannot **accept** a **bid** that **does not meet** the minimum **specifications** advertised. This adjudication entails a finding of fact which is beyond the purview and function of Attorney General Opinions issued under § 7-5-25. As such we must respectfully defer to the Board's judgment. In **doing** so, we **do** note, as you pointed out in your letter, judicial review of the Board's finding in this or any similar case

“is appropriate only where the Board's action is arbitrary and capricious or in violation of some duty im-

posed upon the Board by our positive law or some right vested in an unsuccessful bidder.” Canton Farm Equipment, Inc. v. Richardson, 501 So.2d 1098, at 1104n5 (Miss.1987).
See also, Parker Bros. v. Crawford, 68 So.2d 281, at 285 (Miss.1953).

Sincerely yours
Mike Moore
*2 Attorney General

Samuel W. Keyes, Jr.
Assistant Attorney General

ATTACHMENT

April 2, 1991

Honorable Mike Moore

Attorney General of the State of Mississippi

P.O. Box 220

Jackson, MS 39205

Dear General Moore:

On behalf of the Board of Supervisors of Bolivar County, Mississippi, I request an official opinion from your office responsive to the following question:

FACTS:

The County advertised for one or more articulated boom mowers, and invitation to **bid** and **specifications** were placed on file with the County Administrator. The **specifications** were prepared with assistance from the Bureau of Purchasing and included detailed requirements relating to design, capacity, frame, cutter head, boom, hydraulics and other features. The County's invitation to **bid** contained this statement:

It shall be incumbent upon each bidder to understand the **specifications** as listed herein and to obtain clarification when necessary. It is **not** the intent of the **specifications** to limit the **bidding** to any make or manufacturer of equipment or items of commodity, but rather to select such equipment and/or commodities to fill a specific need and perform a specific task.

Vendor “A” submitted a **bid** in response to this advertisement for **bids**, which was **accepted** by the County as the lowest and best **bid**. Following **bid acceptance**, Vendor “A's” equipment was delivered to the County and determined to **meet** all of the **specifications** except two requirements relating to the cutter head (“blade holder to be disc type equipped with saucer type obstruction deflection”) and a requirement for furnishing “1400# counterweight affixed to the left rear wheel of the tractor.”

The County initially determined to rescind the **bid** contract and revoke **acceptance** of the **bid** submitted by Vendor “A” for the reason that the equipment **did not meet** the **specifications** of the County. Vendor “A” thereafter requested the County to reconsider its decision and **accept** its **bid** on the basis that the County's intent in the **specifications** was **not** to limit the **bid** to any make or manufacturer of equipment but rather to select such

equipment to fill a specific need and perform a specific task.

My question is whether the County Board of Supervisors has the legal authority to make a determination that the above requirements contained in the specifications were not material and that the equipment furnished by the lowest and best bidder was the substantial equivalent of the equipment advertised for and would substantially fill the specific need and perform the specific task desired by the County, and whether the County can legally **accept** the **bid** submitted by Vendor "A" based on such determination.

A copy of the County's invitation to **bid**, **specifications**, advertisement for **bids**, proof of publication and March 13, 1991 correspondence from the Vendor submitting the lowest and best **bid** are attached.

My research has included a review of pertinent provisions of the Mississippi Public Purchase Law, including Miss.Code § 31-7-13 (Supp.1990) and Canton Farm Equipment, Inc. vs. Richardson, 501 So.2d 1098 (Miss.1987), wherein the Court noted at 1104n5

*3 Deference must be given to the decision of the purchasing authority consistent with the lawful responsibility imposed upon that authority. Judicial intervention is wholly inappropriate merely because the Court, if it were considering the matter of ab initio, would have **accepted** a different **bid**. Rather, judicial intervention is appropriate only where the Board's action is arbitrary and capricious or in violation of some duty imposed upon the Board by our positive law or some right vested in an unsuccessful bidder.

I would appreciate your furnishing the Bolivar County Board of Supervisors with an official opinion responsive to the above request. If there is any further information that we can provide to expedite this matter, please let me know.

Thank you very much for your assistance.

Very truly yours
Benjamin E. Griffith
GRIFFITH & GRIFFITH

1991 WL 577514 (Miss.A.G.)

END OF DOCUMENT

BID TABULATION

ITEM: ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION DIVISION

BIDS RECEIVED: February 16, 2012

VENDOR	TOTAL PRICE
McMullan Motors	\$24,930.00
Dossett	\$26,893.21

McMullan Motors

401 Broadway Drive, Hattiesburg, MS 39401
Phone 601.544.2430, Fax 601.544.6950
www.mcmullanmotors.com



February 15, 2012

City of Hattiesburg
Hattiesburg, MS.

In response to your request for bids, we are pleased to offer the following:

One new Durango SUV which meets and exceeds the specifications except compact spare tire ilo. 5 full size tires.

Bid price \$24930.00

Should you need additional information, please contact me at 601-544-2430 or wmcmullan@mcmullanmotors.com.

Yours truly,

Wyche McMullan

FILED
FEB 16 2012
EDDIE R. MYERS, CITY CLERK
Deputy Clerk





SUV Traffic



February 15, 2012

City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

BID LICENSE# 7616
STATE AUDIT LICENSE# 22268

BID:
ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION DIVISION

Engine: Minimum 3.6 V-6 Gasoline
Transmission Minimum 6 Speed Automatic
Color: silver with Black or Grey interior
Seating: Cloth Upholstered Front Bucket Seats
Cloth Upholstered 2nd Row 60/40 Split Bench Seat
Cloth Upholstered 3rd Row 50/50 Split Bench Seat

Color Coordinated All Weather Front and 2nd Row Mats
Independent Front and Rear Suspensions Systems
Roll Stability System
Air Conditioning
Power Windows and Door Locks
Automatic Headlights
Manual Tilt/Telescoping Steering Column
Cruise Control
AM/FM Stereo with Multiple Speakers
Dome/Map lights for all Three Seats
18" Steel Wheels with Wheel Covers
4 Regular Size Tires/Compact Spare
No Extended Warranty

TOTAL: \$26893.21

FILED

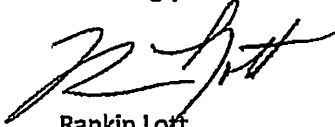
FEB 16 2012

EDDIE B. MYERS, CITY CLERK
By _____ Deputy Clerk



The above bid complies to the provision of section 31-7-13 of Mississippi Code of 1972, annotated as amended, and the other applicable state law.

Thanking you in advance for your consideration,

A handwritten signature in black ink, appearing to read 'Rankin Lott', with a stylized flourish at the end.

Rankin Lott
GMC Truck Manager



City of Hattiesburg, MS

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

Master

File Number: 2012-0615

File ID: 2012-0615

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Accepting bids for One (1) New 2012 Truck with Service Body for the Sewer Division

Final Action:

Minute Book Number: MB2012-1/88

Title:

Acknowledge bids received March 8, 2012 for One (1) New 2012 Truck with Service Body for the Sewer Division and accept the bid from Turan-Foley at a total cost of \$36,089.00 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-Sewer Service Body Truck.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0615

Title

Acknowledge bids received March 8, 2012 for One (1) New 2012 Truck with Service Body for the Sewer Division and accept the bid from Turan-Foley at a total cost of \$36,089.00 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Accepting bids for One (1) New 2012 Truck with Service Body for the Sewer Division



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: March 13, 2012

SUBJECT: One (1) New 2012 Truck with Service Body for the Sewer Division

On March 8, 2012, bids were received from Turan-Foley, Truck Equipment Sales, Inc., and Gray-Daniels for furnishing the above referenced vehicle. I wish to recommend acceptance of the bid from Turan-Foley at a total cost of \$36,089.00, as the lowest and best bid received that meets the City's advertised specifications.

Please call should you have any questions concerning this recommendation.

BID TABULATION

ITEM: **One Service Body Truck for Sewer**

BIDS RECEIVED: March 8, 2012

VENDOR	TOTAL PRICE
Turan-Foley	\$36,089.00
Truck Equipment Sales, Inc.	\$36,255.00
Gray-Daniels	\$38,605.22

210

TURAN-FOLEY

CHEVROLET, CADILLAC, BUICK

11123 HIGHWAY 49 NORTH

GULFPORT, MS 39503

QUOTE

YEAR 12 MODEL 3500 ENGINE 6.6 TRANS AUTO
VIN T/B/D WHEELBASE 172 TRIM WT

OPTIONS: MEETING ALL SUPPLIED SPECS, ADDING READING 9'
SERVICE BODY POWDER COATED WHITE IN AND OUT WITH BUMPER AND
CLASS IV RECEIVER HITCH, CHAIN EYES AND PLUG

YOUR COST \$36089.
TAX RATE 0% \$ EXEMPT
TITLE & INSPECTION \$ INC
TOTAL \$36089.

THIS PRICING IS CALCULATED USING GM FLEET INCENTIVES WHICH ARE GOOD THROUGH THE 2012 MODEL YEAR. THIS PROPOSAL IS SUBMITTED PURSUANT TO THE PROVISIONS OF MS. CODE ANN. SEC. 31-7-13 (1972, AMENDED).

PLEASE CALL WITH ANY QUESTIONS.

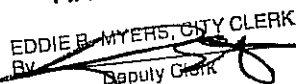
THANK YOU FOR THIS OPPORTUNITY!

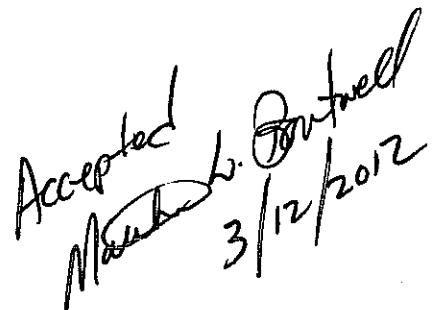


KEITH POPE, FLEET MANAGER

FILED

MAR 08 2012

EDDIE B. MYERS, CITY CLERK
By 
Deputy Clerk

Accepted

3/12/2012

TRUCK EQUIPMENT

SALES, INC.

MOBILE - PENSACOLA

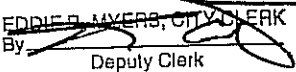
10

March 7, 2012

City of Hattiesburg
200 Forrest Street
Hattiesburg, Ms. 39403

FILED

MAR 08 2012

EDDIE B. MYERS, CITY CLERK
By  Deputy Clerk

Re: Bid for 1 2012 1 ton crew cab diesel chassis
Bid Date – 10:00 March 8, 2012

Gentlemen:

Please accept this as our bid for a 2012 Ford F-350 4x2 chassis.
We are bidding a 172" wb with a 8' service body and a 176" wb with a 9' service body.
Both trucks meet your specifications

Sale Price Delivered to Hattiesburg, Ms.

172" WB Crew Cab F-350 w/ 8' service body – \$ 36,255.00

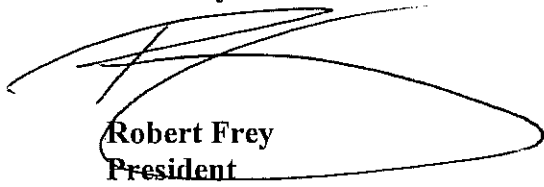
176" WB Crew Cab F-350 w/ 9' service body - \$ 36,868.00

Both vehicles have a 3 year / 36,000 mile warranty standard with a 5 year / 100,000 mile engine warranty standard. There are all kinds of extended warranties that can be bought at a later date. We are not quoting any extended warranty.

Delivery time would be approximately 120 days after receipt of order.

Please call us at 800-633-6946 if you have any questions regarding our bid.

Sincerely:


Robert Frey
President

MOBILE
4700 RANGELINE ROAD
MOBILE, AL. 36619
251-666-8606

PENSACOLA
2625 HIGHWAY 29 SOUTH
CANTONMENT, FL. 32533
850-438-7596



11

CITY OF HATTIEBURG

2012-F-350 CREW-CAB
SPECS
COLOR-WHITE
INTERIOR-GRAY
AIR-CONDITIONING
6.7 V-8 DIESEL
4.10 RATIO LOCKING AXLE
6-SPEED TRANSMISSION
13,300 GVWR PACKAGE
SPARE-TIRE AND WHEEL
TRAILER BRAKE CONTROLLER
JACK
40 GALLON FUEL TANK
EXTRA HEAVY DUTY ALTERNATOR
XL VALUE PACKAGE
CRUISE CONTROL
AM/FM CD RADIO
POWER WINDOWS
POWER LOCKS
WORKTUX SERVICE BODY
KNAPHEIDE SERVICE BODY
TOWING PACKAGE
LIGHT KIT
COLOR-SERVICE BODY-WHITE
MUD FLAPS
BED-LIGHTED
FACTORY INSTALLED 94/inch recess bumper

FILED

MAR 08 2012

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

*Del. date 60 days
from receiving P.O.*

TOTAL BID PRICE-\$38,605.22
TRUCK & BED
Pete Peeler
PETE PEELER
FLEET MANAGER



201 OCTAVIA DRIVE
P.O. BOX 1269
BRANDON, MS 39042
601.825.2801 • 1-800-489-FORD • FAX 601.591.2652
www.graydaniels.com



KTP-003395 TX 9-NORMAL, NB, 103395, CB031 921

UNC			R			B
CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK
						ALV



Drive one.
ford.com

VEHICLE DESCRIPTION **SUPER DUTY**

2012 F350 4X2 CREW CHAS CAB
XL 176" WB CHASSIS CAB
6.7L V-8 DIESEL
6-SPEED AUTO TRANS

CE B49594

**EXTERIOR
OXFORD WHITE
INTERIOR
STEEL CLOTH**

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR
- BUMPER, BLACK
- GRILLE - BLACK
- ROOF CLEARANCE LIGHTS
- TOW HOOKS

- INTERIOR
- AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- FOLD FLAT FRONT PASS SEAT
- UPFITTER SWITCHES
- VINYL SUN VISORS

- **FUNCTIONAL.**
- AIR CONDITIONING - MANUAL.
- AM/FM STEREO W/CLOCK
- DAY/NIGHT REARVIEW MIRROR
- FIXED INTERVAL WIPERS
- TRAILER TOW WIRE HARNESS
- MANUAL TELESCOPIC TT MIRRORS
- MANUAL WINDOWS / LOCKS
- STABILIZER BAR, FRONT/REAR
- TWIN I-BEAM INDEPENDENT
- FRT SUSPENSION W/STAB BAR

- **SAFETY/SECURITY**
- 4-WHEEL ABS
- DRIVER/PASSENGER AIR BAGS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE		PRICE INFORMATION	
	(MSRP)		(MSRP)
OPTIONAL EQUIPMENT		PRICE INFORMATION	
PRETERRED EQUIPMENT PKG./4.0A		BASE PRICE	\$32,650.00
4.7L V6 DIESEL		TOTAL PRICE	19,780.00
4-SPEED AUTOMATIC TRANS	7,235.00	TOTAL OPTIONS	
4-SPEED 5-STEP SLIP AXLE	NO CHARGE		
POWER EQUIPMENT GROUP	1,685.00	TOTAL VEHICLE & OPTIONS	49,310.00
TELESCOPIC TT MIRR-P/POWER/HD	NO CHARGE	DESTINATION & DELIVERY	095.00
XL DIECAR PACKAGE			
LESS TIRE INFLATION MONITOR			
13000L GVWR PACKAGE			
50 STATE EMISSIONS	NO CHARGE		
SPARE TIRE AND WHEEL	350.00		
TRAILER BRAKE CONTROLLER	200.00		
JACK	NO CHARGE		
40 GAL. AFT. OF AXLE FUEL TANK			
EXTRA HEAVY DUTY ALTERNATOR	NO CHARGE		
CLOTH 40/20/40 SEAT	375.00		
AUX AUDIO INPUT JACK			
XL VALUE PACKAGE			
C/CRUISE CONTROL	\$95.00		
AM/FM STEREO CD/CLK			

TOTAL MSRP \$44,605.00

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, license, and Title Fees and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RA80		RA80 ONE
RA80		RA80 ONE
RA80 TWO		RA80 TWO
RA80 THREE		RA80 THREE
RA80 FOUR		RA80 FOUR
RA80 FIVE		RA80 FIVE
RA80 SIX		RA80 SIX
RA80 SEVEN		RA80 SEVEN
RA80 EIGHT		RA80 EIGHT
RA80 NINE		RA80 NINE
RA80 TEN		RA80 TEN
RA80 ELEVEN		RA80 ELEVEN
RA80 TWELVE		RA80 TWELVE
RA80 THIRTEEN		RA80 THIRTEEN
RA80 FOURTEEN		RA80 FOURTEEN
RA80 FIFTEEN		RA80 FIFTEEN
RA80 SIXTEEN		RA80 SIXTEEN
RA80 SEVENTEEN		RA80 SEVENTEEN
RA80 EIGHTEEN		RA80 EIGHTEEN
RA80 NINETEEN		RA80 NINETEEN
RA80 TWENTY		RA80 TWENTY
RA80 TWENTY ONE		RA80 TWENTY ONE
RA80 TWENTY TWO		RA80 TWENTY TWO
RA80 TWENTY THREE		RA80 TWENTY THREE
RA80 TWENTY FOUR		RA80 TWENTY FOUR
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RA80 TWENTY SIX		RA80 TWENTY SIX
RA80 TWENTY SEVEN		RA80 TWENTY SEVEN
RA80 TWENTY EIGHT		RA80 TWENTY EIGHT
RA80 TWENTY NINE		RA80 TWENTY NINE
RA80 THIRTY		RA80 THIRTY
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RA80 THIRTY SIX		RA80 THIRTY SIX
RA80 THIRTY SEVEN		RA80 THIRTY SEVEN
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RA80 FORTY SEVEN		RA80 FORTY SEVEN
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RA80 FORTY NINE		RA80 FORTY NINE
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RA80 FIFTY EIGHT		RA80 FIFTY EIGHT
RA80 FIFTY NINE		RA80 FIFTY NINE
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RA80 SIXTY SEVEN		RA80 SIXTY SEVEN
RA80 SIXTY EIGHT		RA80 SIXTY EIGHT
RA80 SIXTY NINE		RA80 SIXTY NINE
RA80 SEVENTY		RA80 SEVENTY
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RA80 SEVENTY FIVE		RA80 SEVENTY FIVE
RA80 SEVENTY SIX		RA80 SEVENTY SIX
RA80 SEVENTY SEVEN		RA80 SEVENTY SEVEN
RA80 SEVENTY EIGHT		RA80 SEVENTY EIGHT
RA80 SEVENTY NINE		RA80 SEVENTY NINE
RA80 EIGHTY		RA80 EIGHTY
RA80 EIGHTY ONE		RA80 EIGHTY ONE
RA80 EIGHTY TWO		RA80 EIGHTY TWO

EPA Fuel Economy Estimates

**FUEL ECONOMY
RATINGS NOT REQUIRED
ON THIS VEHICLE**

See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov



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AMERICAN
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Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.



We Make Trucks That Work
800-749-3238

Quote Number: 101066
Quote Date: 2/17/2012
Quote Valid Until: 3/18/2012
Dealer Code: 23309
Salesperson: Randy Davenport
Entered By: Rick

Page 1 of 1

Quotation

Sold To: GRAY-DANIELS FORD
PETE PEELER
PO BOX 1269
BRANDON MS 39043

Phone: (601) 825-2801
Fax: (601) 591-2649

Ship To: GRAY-DANIELS FORD
PETE PEELER
PO BOX 1269
BRANDON MS 39043

Phone: (601) 825-2801
Fax: (601) 591-2649

Comments: KNA-6108D54J

Make: FORD	Model: F-350	Year: 2012	Single/Dual: DRW
Cab Type: CREW CAB	Wheelbase: 176	Cab-to-Axle: 80	VIN: CEB33955 / 0387

QUANTITY	DESCRIPTION
1	EA WORKTRUX SERVICE BODY
1	EA KNAPHEIDE BODY UTILITY COMP. 6108D54J
1	EA LIGHT KIT, LED FLUSH MOUNT UB
1	EA LIGHT KIT, 80" + BODIES
1	EA FUEL FILL CUTOUT
1	EA LIGHT HOLES INSTALLED, HIGH FOUR
1	EA LIGHT KIT ADAPTER, LED FLASHER
1	EA HARNESS ADAPTER, 1999+ FORD CAB CHASSIS
1	PR MUD FLAPS - 16"
1	EA FACTORY INSTALLED 94" UB GG RECESS BUMPER
1	EA PAINT, KNAPHEIDE WHITE COMPLETE, FACTORY INSTALLED
1	EA EXTERIOR, COMPARTMENT INTERIORS & CARGO AREA
1	EA UB108J SERIES SERVICE BODY
1	EA CLASS 5 RECEIVER HITCH & 7-WAY - C&C



City of Hattiesburg, MS

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

Master

File Number: 2012-0614

File ID: 2012-0614

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Accepting bids for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Water Department

Final Action:

Minute Book Number: MB2012-1/88

Title:

Acknowledge bids received March 8, 2012 for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Water Department and Accept the bid from Estabrook Motor Co at a total cost of \$24,482.00 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-Water Truck.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0614

Title

Acknowledge bids received March 8, 2012 for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Water Department and Accept the bid from Estabrook Motor Co at a total cost of \$24,482.00 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Accepting bids for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pickup Truck for the Water Department



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: March 13, 2012

SUBJECT: One (1) New 2012 ½ Ton Crew Cab 4WD Short Wheelbase Pick Up Truck
for the Water Department

On March 8, 2012, bids were received from Estabrook Motor Co, Inc., Country Ford, Turan-Foley, and Gray-Daniels for furnishing the above referenced vehicle. I wish to recommend acceptance of the bid from Estabrook Motor Co. at a total cost of \$24,482.00, as the lowest and best bid received that meets the City's advertised specifications.

Please call should you have any questions concerning this recommendation.

BID TABULATION

ITEM: One ½ Ton Pickup Truck for Water

BIDS RECEIVED: March 8, 2012

VENDOR	TOTAL PRICE
Estabrook Motor Co	\$24,482.00
Country Ford	\$25,007.36
Turan-Foley	\$25,087.00
Gray-Daniels	\$25,453.75

A TRADITION OF SERVICE SINCE 1951



ESTABROOK

MOTOR CO., INC.



Post Office Box 1119
3689 14th Street, Pascagoula, MS 39568-1119
(228) 762-2641 • Fax (228) 769-7430

2012 F150 CREW CAB 4WD SWB FOR WATER DIVISION

STERLING GRAY

5.0 V8

6 SPEED AUTOMATIC

3.55 ELEC LOCK AXLE

40/20/40 CLOTH SEAT

VINYL FLOOR COVERING

DUAL FRONT AIR BAGS

DUAL SIDE AIR BAGS

HEAVY DUTY RADIATOR AND TRANSMISSION COOLER

TRAILER TOW PACKAGE

AM/FM RADIO

36 GAL FUEL TANK

DELIVERED TO HATTIESBURG

TOTAL EA WITH TITLE AND STATE INSPECTION-----\$24,482

PHILLIP EVERETT

FLEET MANAGER

FILED
MAR 08 2012
HATTIESBURG, MISSISSIPPI
By: [Signature] City Clerk

Accepted
March 12, 2012
[Signature]
3/12/2012

City Of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

Official Bid Response

Country Ford
Michael Hagan
95 East Goodman Road
Southaven, MS 38671
901-859-7983 (voice)
662-996-1038 (fax)
mhagan@countryford.com

2012 Ford F-150

Price: \$ 25,007.36

45 Days Delivery

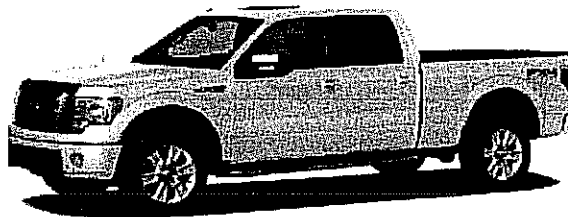
Payment: Net 30 Days

FILED
MAR 08 2012
By EDDIE R. MYERS, CH. CLERK
Deputy Clerk

- Please see attached specs

Country Ford

Presents...



The 2012 Ford F-150 XL

4x4 SuperCrew Cab Styleside 5.5' box 145" WB



Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Prepared On: March 03, 2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Vehicle Profile

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Powertrain

5.0L V-8 DOHC SMPI 32 valve flexible recommended fuel engine with variable valve control, variable intake length * 155 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery with run down protection * HD radiator, HD transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with electronic transfer case shift, auto locking hubs * ABS & driveline traction control * 3.55 axle ratio * Stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * AdvanceTrac w/Roll Stability Control stability control with anti-roll control * Independent front suspension * Front double wishbone suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" gray styled steel wheels with hub covers * P265/70SR17.0 OWL AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front and rear height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 4 speakers, fixed antenna * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, manual tailgate/rear door lock * 3 12V DC power outlets, retained accessory power, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Power front and rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Full overhead console with storage, glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints * 4-way adjustable driver seat * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Vinyl faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, cabback insulator, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209323 2/1/2012

Vehicle Profile Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Exterior Features

Side impact beams, galvanized steel/aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with tailgate rear cargo door * Class IV trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger power remote black folding outside mirrors, driver convex spotter outside mirror * Front and rear argent bumpers, with front black rub strip/fascia accent, front tow hooks rear step * Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light, remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	360 hp @ 5,500 rpm	Torque	380 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170	2nd gear ratio	2.340
3rd gear ratio	1.520	4th gear ratio	1.140
5th gear ratio	0.860	6th gear ratio	0.690
Reverse gear ratio	3.400	City/hwy	14 mpg/19 mpg
Curb weight	5,630 lbs.	GVWR	7,350 lbs.
Front GAWR	3,900 lbs.	Rear GAWR Weight	3,850 lbs.
Payload	1,700 lbs.	Front curb weight	3,207 lbs.
Rear curb weight	2,423 lbs.	Front axle capacity	4,050 lbs.
Rear axle capacity	4,000 lbs.	Front spring rating	3,900 lbs.
Rear spring rating	3,850 lbs.	Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.	Towing capacity	7,700 lbs.
5th-wheel towing capacity	7,700 lbs.	Front legroom	41.4 "
Rear legroom	43.5 "	Front headroom	41.0 "
Rear headroom	40.3 "	Front hiproom	60.5 "
Rear hiproom	64.6 "	Front shoulder room	65.9 "
Rear shoulder room	65.5 "	Passenger area volume	130.9 cu.ft.
Length	231.8 "	Body width	79.2 "
Body height	75.9 "	Wheelbase	145.0 "
Front tread	67.0 "	Rear tread	67.0 "
Turning radius	23.5 '	Fuel tank	36.0 gal.
Exterior cargo length	66.0 "	Exterior cargo minimum width	50.0 "
Exterior cargo volume	55.4 cu.ft.	Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "	Exterior cargo pickup interior cargo volume seats folded	
57.6 cu.ft.	interior maximum cargo volume		

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Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Selected Options

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Vehicle Snapshot

Engine: 5.0L V8 FFV
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: 3.55
GVWR: 7,350 lbs Payload Package

Description

Base Vehicle Price (W1E)

Packages

Order Code 502A

(99F) Engine: 5.0L V8 FFV : Fuel economy for ethanol (E85): 10mpg city, 14mpg highway.; (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X19) 3.55 Axle Ratio; (STDGV) GVWR: 7,350 lbs Payload Package; (T7H) Tires: P265/70R17 OWL A/T (4) : Includes OWL A/T spare tire.; (64C) Wheels: 17" Gray Styled Steel; (A) Vinyl 40/20/40 Front Seat; (STDRD) Radio: AM/FM Stereo/Clock

Powertrain

Engine: 5.0L V8 FFV

Fuel economy for ethanol (E85): 10mpg city, 14mpg highway. Torque: 380 ft.lbs. @ 4250 rpm.

Transmission: Electronic 6-Speed Automatic

Includes tow/haul mode.

3.55 Axle Ratio

GVWR: 7,350 lbs Payload Package

Wheels & Tires

Tires: P265/70R17 OWL A/T (4)

Includes OWL A/T spare tire.

Wheels: 17" Gray Styled Steel

Seats & Seat Trim

Vinyl 40/20/40 Front Seat

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Selected Options Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Description

Other Options

145" Wheelbase

Trailer Tow Package

Upgraded Radiator; Auxiliary Transmission Oil Cooler; SelectShift Transmission. Required for towing over 5,000 lbs. Includes class IV trailer hitch receiver and 7-pin wiring harness.

Monotone Paint Application

Radio: AM/FM Stereo/Clock

Interior Colors For : Primary w/XL (supers)

Steel Gray

Primary Colors For : Primary w/XL (supers)

Oxford White

Vehicle Subtotal

Fuel Charge

Destination

Vehicle Subtotal (including Destination)

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City Of Hattiesburg
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Hattiesburg, Mississippi, 39403

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95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Dimensions & Capacities

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Description	Value
Dimensions and Capacities	
Output	360.hp.@ 5,500 rpm
Torque	380.lb.-ft. @ 4,250 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
City/hwy	14.mpg/19 mpg
Curb weight	5,630 lbs.
GVWR	7,350 lbs.
Front GAWR	3,900 lbs.
Rear GAWR Weight	3,850 lbs.
Payload	1,700 lbs.
Front curb weight	3,207 lbs.
Rear curb weight	2,423 lbs.
Front axle capacity	4,050 lbs.
Rear axle capacity	4,000 lbs.
Front spring rating	3,900 lbs.
Rear spring rating	3,850 lbs.
Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.
Towing capacity	7,700 lbs.
5th-wheel towing capacity	7,700 lbs.
Front legroom	41.4 "
Rear legroom	43.5 "
Front headroom	41.0 "
Rear headroom	40.3 "
Front hiproom	60.5 "
Rear hiproom	64.6 "
Front shoulder room	65.9 "
Rear shoulder room	65.5 "
Passenger area volume	130.9 cu.ft.
Length	231.8 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

Dimensions & Capacities ContinuedPrepared For:
Prepared By:
Dealership:City Of Hattiesburg
Michael Hagan
Country Ford

Description	Value
Dimensions and Capacities	
Body width	79.2 "
Body height	75.9 "
Wheelbase	145.0 "
Front tread	67.0 "
Rear tread	67.0 "
Turning radius	23.5'
Fuel tank	36.0 gal...
Exterior cargo length	66.0 "
Exterior cargo minimum width	50.0 "
Exterior cargo volume	55.4 cu.ft.
Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "
Exterior cargo maximum width	interior cargo volume seats folded
57.6 cu.ft.	interior maximum cargo volume

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Warranty

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Description	Months/Distance
Basic	36.month/36,000 miles
Powertrain	60.month/60,000 miles
Corrosion Perforation	60.month/unlimited mileage
Roadside Assistance	60.month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

2012 Ford F-150 4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Engine: 5.0L V8 FFV

Transmission: Electronic 6-Speed Automatic

Exterior (0 P) Oxford White

Interior (0 I) Steel Gray



Standard Equipment

Items Featured Below are Included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 5.0L V-8 DOHC w/SMP1 360hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P265/70R17 OWL AT S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Rear child safety locks
- 60-40 folding rear split-bench seat
- Dual power remote mirrors
- Variable intermittent wipers
- Gray styled steel wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- Securilock immobilizer
- Tachometer
- Underseat ducts
- Reclining front 40-20-40 split-bench seats

STANDARD VEHICLE PRICE

\$34,660.00

OPTIONAL EQUIPMENT

- Order Code 502A N/C
- Engine: 5.0L V8 FFV INC
- Transmission: Electronic 6-Speed Automatic INC
- 3.55 Axle Ratio INC
- GVWR: 7,350 lbs Payload Package INC
- Tires: P265/70R17 OWL A/T (4) INC
- Wheels: 17" Gray Styled Steel INC
- Vinyl 40/20/40 Front Seat INC
- 145" Wheelbase STD
- Trailer Tow Package \$375.00
- Radio: AM/FM Stereo/Clock INC
- Interior : Steel Gray N/C
- Primary : Oxford White N/C



CITY MPG
14

HIGHWAY MPG
19

Accessories and Incentives \$0.00

SUBTOTAL

\$35,035.00

Destination

\$995.00

TOTAL

\$36,030.00

70

TURAN-FOLEY
CHEVROLET, CADILLAC, BUICK
11123 HIGHWAY 49 NORTH
GULFPORT, MS 39503

QUOTE

YEAR 12 MODEL 1500 ENGINE 5.3 TRANS Auto (6 spd)

VIN T/B/D WHEELBASE 143.5 TRIM WT

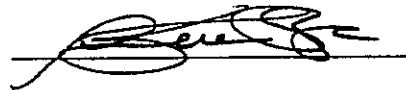
OPTIONS: MEETS OR EXCEEDS ALL SUPPLIED SPECS

YOUR COST		<u>\$25087.</u>
TAX RATE	<u>0 %</u>	<u>\$ EXEMPT</u>
TITLE & INSPECTION		<u>\$ INC</u>
TOTAL		<u>\$25087.</u>

THIS PRICING IS CALCULATED USING GM FLEET INCENTIVES WHICH ARE GOOD THROUGH THE 2012 MODEL YEAR. THIS PROPOSAL IS SUBMITTED PURSUANT TO THE PROVISIONS OF MS. CODE ANN. SEC. 31-7-13 (1972, AMENDED).

PLEASE CALL WITH ANY QUESTIONS.

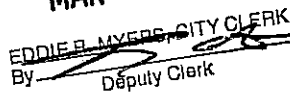
THANK YOU FOR THIS OPPORTUNITY!



KEITH POPE, FLEET MANAGER

FILED

MAR 08 2012

EDDIE B. MYERS, CITY CLERK
By  Deputy Clerk



10

CITY OF HATTIESBURG

BID/2012 NEW F-150 4x4 CREW-CAB
COLOR GRAY
INTERIOR-GRAY
5.0 LITER V8 ENGINE GASOLINE
A/C
TRAILER TOW PACKAGE
HEAVY DUTY LOCKING AUTOMATIC
AM/FM RADIO
AUTOMATIC 6-SPEED ENGINE
TRANSMISSION OIL COOLER
HEAVY DUTY COOLING PACKAGE
40/20/40 CLOTH SEAT
36 GALLON FUEL TANK

DEL.TIME 60 -90 days from p.o.

FILED

MAR 08 2012

By EDDIE RAYMOND, CH. CLERK
Deputy Clerk

PETE PEELER
FLEET MANAGER

Pete Peeler
Total Bid Price - \$25,453.75



201 OCTAVIA DRIVE
P.O. BOX 1269
BRANDON, MS 39042
601.825.2801 • 1-800-489-FORD • FAX 601.591.2652
www.graydaniels.com



DRB-005939 MO 9-NORMAL, NB, 105939, BR151 8646

22011223 8608

WTG

INT

EXT

NO

MO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO

NO



Drive one.
ford.com

F-150

2012 F-150 4X4 SUPERCREW
5.0L V8 ENGINE
ELECTRONIC 0-300 AUTO

CF A58308

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DOOR HANDLES - BLACK
 - LOCKING REMOVABLE TAILGATE
 - BEAR SOLAR TINTED GLASS
 - SPARE TIRE A WHEEL LOCK
 - TOW HOOKS

- INTERIOR**
- NO WINDOW CLIMATE CONTROL, SINGLE ZONE
 - BLACK VINYL FLOOR COVERING
 - DAY/RIGHT REARVIEW MIRROR
 - TILT STEERING WHEEL

- FUNCTIONAL**
- 4-WHEEL DISC BRAKES W/ABS
 - 12V AUXILIARY POWER POINT
 - CARGO BOX TIE DOWN LATCHES
 - EASY-ENTRY, CAPLESS FILLER
 - ELECTRIC 4X4 SHIFT-ON-FLY
 - FULL-SAFE COOLING SYSTEM
 - HILL START ASSIST
 - INTERVAL WIPERS
 - MAINT. FREE BATTERY
 - PWR LOCKS, MIRRORS, WINDOWS
 - PWR PACE AND PINION STEER
 - STABILIZER BAR, FRONT
 - TRAILER SWAY CONTROL

- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY
 - REAR HIGH MOUNT STOP LAMP
 - REAR CROSS ALERT SYS
 - REAR CROSS ALERT SYS
 - TIRE PRESSURE MONITOR SYS

- WARRANTY**
- 3-YEAR/50,000 BUMPER TO BUMPER
 - 5-YEAR/100,000 POWERTRAIN
 - 5-YEAR/100,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE (MSRP)

- OPTIONAL EQUIPMENT**
PREFERRED EQUIPMENT PKG.502A
- XL SERIES
 - 2.5L RATIO REGULAR AXLE
 - 7550R GVWR PACKAGE
 - 36 GALLON FUEL TANK
 - SELECT SHIFT TRANSMISSION
 - FRONT LICENSE PLATE BRACKET
 - TRAILER TOW PACKAGE
 - XL PLUG PACKAGE
 - CRUISE CONTROL
 - JAWHM STEREO/LOCK/SINGLE CD
 - AMT KEY
 - XL DECOR GROUP
 - CLOTH 40/20/40

PRICE INFORMATION
BASE PRICE \$34,650.00
TOTAL OPTIONS \$40.00
TOTAL VEHICLE & OPTIONS \$34,690.00
DESTINATION & DELIVERY \$93.00

(MSRP)

TOTAL MSRP \$36,595.00

PAINT ONE
CARK
NO. TWO
FINAL ASSEMBLY PLANT
DEARBORN

METHOD OF TRAILER
CONVOY

ITEM #1
53-F114 Q1T2

BM161 N RB DX 215 005839 12 16 11

EPA Fuel Economy Estimates

GASOLINE CITY MPG

14

Dual Fuel Vehicle*
Gasoline-Ethanol(E85)
Estimated Annual Fuel Cost

\$3,469

Expected range for most drivers 11 to 17 MPG

based on 15,000 miles at \$3.70 per gallon of gasoline

GASOLINE HIGHWAY MPG

19

Expected range for most drivers 15 to 23 MPG

Combined Gasoline Fuel Economy This Vehicle

16

All Standard Packages



See the FREE Fuel Economy Guide at dealers or www.fueleconomy.gov

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Driver ★ ★ ★ ★ ★ Passenger ★ ★ ★ ★ ★

Crash Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Front seat ★ ★ ★ ★ ★ Rear seat ★ ★ ★ ★ ★

Crash Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

IIHS Ratings

Top Safety Pick Award Winner

Frontal Offset GOOD
Side Impact GOOD
Rear Impact GOOD
Roof Strength GOOD

The Institute rates vehicles Good, Acceptable, Marginal, or Poor based on performance.



Scan this code to experience the vehicle. Text 1FCFA58308 to 40028 or Visit ford.com/windwatcher



Find ESF is the only extended service plan honored at every Ford dealership in the U.S. and Canada. See your dealer for additional details or visit www.fordesc.com for more information.



Choose the vehicle payment. Whether you decide to lease or finance, you'll find the choice that's right for you. See your Ford dealer for details or visit www.fordcredit.com.

02/20/2012 www.d2d.dealerconnection.com

220112238608



City of Hattiesburg, MS

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

Master

File Number: 2012-0607

File ID: 2012-0607

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Receiving and Accepting bids for One (1) New 2012
1/2 Ton Crew Cab 4WD Short Wheelbase Pick Up
Truck for the Traffic Division

Final Action:

Minute Book Number: MB2012-1/88

Title:

Acknowledge receipt of bids received on February 16, 2012 for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pick Up Truck for the Traffic Division and Accept the bid from McMullan Motors at a total cost of \$22,763.00 as the lowest and best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-Traffic Pickup.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0607

Title

Acknowledge receipt of bids received on February 16, 2012 for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pick Up Truck for the Traffic Division and Accept the bid from McMullan Motors at a total cost of \$22,763.00 as the lowest and best bid received that meets the City's advertised specifications.

Summary

Receiving and Accepting bids for One (1) New 2012 1/2 Ton Crew Cab 4WD Short Wheelbase Pick Up Truck for the Traffic Division



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

TO: Verlina Underwood, Purchasing Manager
FROM: *RLT* Richard Thompson, Division Manager, Traffic Control & Operations
DATE: March 7, 2012
RE: One (1) New 2012 ½ Ton Crew Cab, 4WD Short Wheelbase Pick-up Truck

After careful review of all bids received on February 16, 2012, I recommend that we accept the bid of McMullan Motors in the amount of \$22,763.00 for One (1) New 2012 ½ Ton Crew Cab, 4WD Short Wheelbase Pick-up Truck as being the lowest and best bid received.

Should you need any additional information or have any questions or comments pertaining to this matter, please do not hesitate to contact me.

RLT/ss

BID TABULATION

ITEM: **One ½ Ton Pickup Truck for Traffic**

BIDS RECEIVED: February 16, 2012

VENDOR	TOTAL PRICE
McMullan Motors	\$22,763.00
Howard Wilson	\$23,388.00
Estabrook Motor Co	\$24,482.00
Dossett Hattiesburg	\$25,883.65
Country Ford	\$26,611.36
Watson Quality Ford	\$26,800.00
Gray-Daniels	\$26,877.75

2

McMullan Motors

401 Broadway Drive, Hattiesburg, MS 39401

Phone 601.544.2430, Fax 601.544.6950

www.mcmullanmotors.com



February 15, 2012

City of Hattiesburg
Hattiesburg, MS.

In response to your request for bids, we are pleased to offer the following:

One new Dodge 1500 ^{Crew} ~~Club~~ Cab 4x4 which meets and exceeds the specifications.

Bid price \$ 22,763.00

Should you need additional information, please contact me at 601-544-2430 or
wmcmullan@mcmullanmotors.com.

Yours truly,

Wyche McMullan

FILED

FEB 16 2012

EDDIE R. MYERS, CITY CLERK
Deputy Clerk

FIVE STAR





✓

February 15, 2012

City of Hattiesburg

City Clerk

P. O. Box 1898

Hattiesburg, MS 39403-1898

Dear Sir:

Howard Wilson Chrysler Jeep Dodge Ram would like to submit the following bid for the ½ ton Crew Cab 4x4 pickup for the Traffic Division: **\$23,388.**

Thank you.

J. Steven Hand

Fleet Sales Manager

Howard Wilson Chrysler Jeep Dodge Ram

4000 Lakeland Drive

Flowood, MS 39232

FILED
FEB 16 2012
EDDIE B. MYERS, CITY CLERK
By Deputy Clerk



601-914-CARS (2277) • 1-800-530-7129
FAX 601-914-4023
www.howardwilson.com





A TRADITION OF SERVICE SINCE 1951

ESTABROOK

MOTOR CO., INC.



Post Office Box 1119
3689 14th Street, Pascagoula, MS 39568-1119
(228) 762-2641 • Fax (228) 769-7430



2012 F150 CREW CAB 4WD SWB FOR THE TRAFFIC DIVISION

WHITE

5.0 V8

6 SPEED AUTOMATIC

3.55 ELEC LOCK AXLE

40/20/40 CLOTH SEAT

VINYL FLOOR COVERING

DUAL FRONT AND SIDE AIR BAGS

HEAVY DUTY RADIATOR AND TRANSMISSION COOLER

TRAILER TOW PACKAGE

AM/FM RADIO

36 GAL FUEL TANK

DELIVERED TO HATTIESBURG

TOTAL WITH TITLE AND STATE INSPECTION-----\$24,482

PHILLIP EVERETT

FLEET MANAGER

FILED

FEB 16 2012

EDDIE R. MYERS - CITY CLERK
By Deputy Clerk



February 15, 2012

City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

BID LICENSE# 7616
STATE AUDIT LICENSE# 22268

BID:

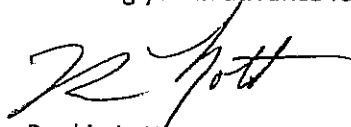
ONE (1) NEW 2012 ½ TON EXTENDED CAB, 4WD SHORT WHEELBASE PICKUP TRUCK FOR THE
TRAFFIC DIVISION

Engine: Minimum 5.3 V-8 Gasoline
Transmission Minimum 6 Speed Automatic with Overdrive
Differential: Heavy Duty Automatic Locking
Pickup Box: Fleet Side
Color: White with Gray interior
40/20/40 Cloth Split Bench Seat
Vinyl Floor Covering
Airbag Equipped
A/C
Heavy Duty Cooling Package with External Transmission Oil Cooler
Trailer Tow Package
AM/FM Radio
26 Gallon Fuel Tank
No Extended Warranty

TOTAL: \$25883.65

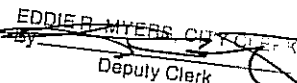
The above bid complies with the provision of section 31-7-13 of Mississippi Code of 1972,
anointed as amended, and the other applicable state law.

Thanking you in advance for your consideration,


Rankin Lott
GMC Truck Manager

FILED

FEB 16 2012

EDDIE B. MYERS, CITY CLERK
By 
Deputy Clerk



City Of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403



Official Bid Response

Country Ford
Michael Hagan
95 East Goodman Road
Southaven, MS 38671
901-859-7983 (voice)
662-996-1038 (fax)
mhagan@countryford.com

2012 Ford F-150

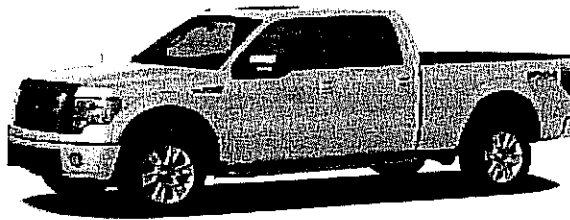
Price: \$ 26,611.36

45 Days Delivery

Payment: Net 30 Days

- Please see attached specs
- Quoted with extended warranty included

Country Ford
Presents...



The 2012 Ford F-150 XL
4x4 SuperCrew Cab Styleside 5.5' box 145" WB



Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Prepared On: February 13, 2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Vehicle Profile

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Powertrain

5.0L V-8 DOHC SMPI 32 valve flexible recommended fuel engine with variable valve control, variable intake length * 155 amp HD alternator * 750 amp 78 amp hours (Ah) HD battery with run down protection * HD radiator, HD transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with electronic transfer case shift, auto locking hubs * ABS & driveline traction control * 3.55 axle ratio * Stainless steel exhaust

Steering and Suspension

Electric power-assist rack and pinion steering with speed-sensing assist * 4-wheel disc brakes with front and rear vented discs * AdvanceTrac w/Roll Stability Control stability control with anti-roll control * Independent front suspension * Front double wishbone suspension * Front anti-roll bar * Front coil springs * Gas-pressurized front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * Gas-pressurized rear shocks * Front and rear 17.0" x 7.50" gray styled steel wheels with hub covers * P265/70SR17.0 OWL AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, seat mounted driver and passenger side-impact airbags, Safety Canopy System curtain 1st and 2nd row overhead airbags, airbag occupancy sensor * Front and rear height adjustable seatbelts with front pre-tensioners * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 4 speakers, fixed antenna * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, manual tailgate/rear door lock * 3 12V DC power outlets, retained accessory power, front lighter element(s) location * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt adjustment * Power front and rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Full overhead console with storage, glove box, front and rear cupholders, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins, 1st row underseat storage

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 3 adjustable rear head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, cabback insulator, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209323 2/1/2012

Vehicle Profile Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Exterior Features

Side impact beams, galvanized steel/aluminum body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with tailgate rear cargo door * Class IV trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger power remote black folding outside mirrors, driver convex spotter outside mirror * Front and rear argent bumpers, with front black rub strip/fascia accent, front tow hooks rear step * Aero-composite halogen headlamps * Additional exterior lights include pickup cargo box light, remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	360 hp @ 5,500 rpm	Torque	380 lb.-ft. @ 4,250 rpm
1st gear ratio	4.170	2nd gear ratio	2.340
3rd gear ratio	1.520	4th gear ratio	1.140
5th gear ratio	0.860	6th gear ratio	0.690
Reverse gear ratio	3.400	City/hwy	14 mpg/19 mpg
Curb weight	5,632 lbs.	GVWR	7,350 lbs.
Front GAWR	3,900 lbs.	Rear GAWR Weight	3,850 lbs.
Payload	1,700 lbs.	Front curb weight	3,207 lbs.
Rear curb weight	2,425 lbs.	Front axle capacity	4,050 lbs.
Rear axle capacity	4,000 lbs.	Front spring rating	3,900 lbs.
Rear spring rating	3,850 lbs.	Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.	Towing capacity	7,700 lbs.
5th-wheel towing capacity	7,700 lbs.	Front legroom	41.4 "
Rear legroom	43.5 "	Front headroom	41.0 "
Rear headroom	40.3 "	Front hiproom	60.5 "
Rear hiproom	64.6 "	Front shoulder room	65.9 "
Rear shoulder room	65.5 "	Passenger area volume	130.9 cu.ft.
Length	231.8 "	Body width	79.2 "
Body height	75.9 "	Wheelbase	145.0 "
Front tread	67.0 "	Rear tread	67.0 "
Turning radius	23.5 '	Fuel tank	36.0 gal.
Exterior cargo length	66.0 "	Exterior cargo minimum width	50.0 "
Exterior cargo volume	55.4 cu.ft.	Exterior cargo pickup box depth	22.4 "
Exterior cargo maximum width	65.2 "	Exterior cargo pickup interior cargo volume seats folded	
57.6 cu.ft.	interior maximum cargo volume		

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Reference CT05209323 2/1/2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Selected Options

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Vehicle Snapshot

Engine: 5.0L V8 FFV
Transmission: Electronic 6-Speed Automatic
Rear Axle Ratio: Electronic Locking w/3.55
GVWR: 7,350 lbs Payload Package

Description

Base Vehicle Price (W1E)

Packages

Order Code 502A

(99F) Engine: 5.0L V8 FFV : Fuel economy for ethanol (E85): 10mpg city, 14mpg highway.; (446) Transmission: Electronic 6-Speed Automatic : Includes tow/haul mode.; (X19) 3.55 Axle Ratio; (STDGV) GVWR: 7,350 lbs Payload Package; (T7H) Tires: P265/70R17 OWL A/T (4) : Includes OWL A/T spare tire.; (64C) Wheels: 17" Gray Styled Steel; (A) Vinyl 40/20/40 Front Seat; (STD RD) Radio: AM/FM Stereo/Clock

Powertrain

Engine: 5.0L V8 FFV

Fuel economy for ethanol (E85): 10mpg city, 14mpg highway. Torque: 380 ft.lbs. @ 4250 rpm.

Transmission: Electronic 6-Speed Automatic
Includes tow/haul mode.

Electronic Locking w/3.55 Axle Ratio

GVWR: 7,350 lbs Payload Package

Wheels & Tires

Tires: P265/70R17 OWL A/T (4)
Includes OWL A/T spare tire.

Wheels: 17" Gray Styled Steel

Seats & Seat Trim

Cloth 40/20/40 Front Seat
Includes manual driver lumbar.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208323 2/1/2012

Selected Options Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Description

Other Options

145" Wheelbase

Trailer Tow Package

Upgraded Radiator, Auxiliary Transmission Oil Cooler, SelectShift Transmission. Required for towing over 5,000 lbs. Includes class IV trailer hitch receiver and 7-pin wiring harness.

Monotone Paint Application

Radio: AM/FM Stereo/Clock

Interior Colors For : Primary w/XL (supers)

Steel Gray

Primary Colors For : Primary w/XL (supers)

Oxford White

Vehicle Subtotal

Fuel Charge

Destination

Vehicle Subtotal (including Destination)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Dimensions & Capacities

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Description Value

Dimensions and Capacities

Output	360.hp. @ 5,500 rpm
Torque	380.lb.-ft. @ 4,250 rpm
1st gear ratio	4.170
2nd gear ratio	2.340
3rd gear ratio	1.520
4th gear ratio	1.140
5th gear ratio	0.860
6th gear ratio	0.690
Reverse gear ratio	3.400
City/hwy	14 mpg/19 mpg
Curb weight	5,632 lbs.
GVWR	7,350 lbs.
Front GAWR	3,900 lbs.
Rear GAWR Weight	3,850 lbs.
Payload	1,700 lbs.
Front curb weight	3,207 lbs.
Rear curb weight	2,425 lbs.
Front axle capacity	4,050 lbs.
Rear axle capacity	4,000 lbs.
Front spring rating	3,900 lbs.
Rear spring rating	3,850 lbs.
Front tire/wheel capacity	4,050 lbs.
Rear tire/wheel capacity	4,050 lbs.
Towing capacity	7,700 lbs.
5th-wheel towing capacity	7,700 lbs.
Front legroom	41.4 "
Rear legroom	43.5 "
Front headroom	41.0 "
Rear headroom	40.3 "
Front hiproom	60.5 "
Rear hiproom	64.6 "
Front shoulder room	65.9 "
Rear shoulder room	65.5 "
Passenger area volume	130.9 cu.ft.
Length	231.8 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

Dimensions & Capacities Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Description	Value
Dimensions and Capacities	
Body width	79.2"
Body height	75.9"
Wheelbase	145.0"
Front tread	67.0"
Rear tread	67.0"
Turning radius	23.5'
Fuel tank	36.0 gal.
Exterior cargo length	66.0"
Exterior cargo minimum width	50.0"
Exterior cargo volume	55.4 cu. ft.
Exterior cargo pickup box depth	22.4"
Exterior cargo maximum width	65.2"
Exterior cargo maximum width	interior cargo volume seats folded
57.6 cu. ft.	interior maximum cargo volume

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Warranty

2012 Ford F-150

4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Description

Months/Distance

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 2/1/2012

2012 Ford F-150 4x4 SuperCrew Cab Styleside 5.5' box 145" WB XL (W1E)

Engine: 5.0L V8 FFV

Transmission: Electronic 6-Speed Automatic

Exterior

(0 P) Oxford White

Interior

(0 I) Steel Gray



Standard Equipment

Items Featured Below are Included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- 5.0L V-8 DOHC w/SMPI 360hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Traction control
- P265/70R17 OWL AT S-rated tires
- Battery with run down protection
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Rear child safety locks
- 60-40 folding rear split-bench seat
- Dual power remote mirrors
- Variable intermittent wipers
- Gray styled steel wheels
- Dual front airbags
- Driver & front passenger seat mounted side airbags
- Airbag occupancy sensor
- SecurLock immobilizer
- Tachometer
- Underseat ducts
- Reclining front 40-20-40 split-bench seats

STANDARD VEHICLE PRICE

\$34,660.00

OPTIONAL EQUIPMENT

Order Code 502A N/C
 Engine: 5.0L V8 FFV INC
 Transmission: Electronic 6-Speed Automatic INC
 Electronic Locking w/3.55 Axle Ratio \$470.00
 GVWR: 7,350 lbs Payload Package INC
 Tires: P265/70R17 OWL A/T (4) INC
 Wheels: 17" Gray Styled Steel INC
 Cloth 40/20/40 Front Seat N/C
 145" Wheelbase STD
 Trailer Tow Package \$375.00
 Radio: AM/FM Stereo/Clock INC
 Interior : Steel Gray N/C
 Primary : Oxford White N/C



CITY MPG
14

HIGHWAY MPG
19

Accessories and Incentives \$0.00
SUBTOTAL \$35,505.00
 Destination \$995.00

TOTAL \$36,500.00

WATSON QUALITY



Quality People . . . Quality Products.

6130 I-55 North • Jackson, MS 39211 • (601) 956-7000

BID

ONE (1) NEW 2012 1/2 TON

CREW CAB 4WD SHORT WHEEL BASE

PICKUP TRUCK

FOR THE

TRAFFIC DIVISION

SUBMITTED BY 10:00 A.M.

FEBRUARY 16, 2012

FILED

FEB 16 2012

By  Deputy Clerk
EDDIE R. MYERS, CITY CLERK



Business Preferred Network
SALES SERVICE FINANCE

ONE (1) NEW 2012 1/2 TON CREW CAB 4WD SHORT WHEELBASE PICKUP TRUCK
FOR THE

TRAFFIC DIVISION

ENGINE: 5.0L EFI V8

TRANS: 6-SPD AUTOMATIC

DIFFERENTIAL: 3.55 ELEC LOCKING

GVWR: 7350#

PICKUP BOX: FLEET SIDE 145" WHEEL BASE

BRAKES: ABS

WHEELS/TIRES: LT245 BSW AS 17"

EXTERIOR COLOR: OXFORD WHITE

INTERIOR COLOR: STEEL GRAY

SEATS: 40/20/40 CLOTH

FLOORING: VINYL

HEADLINER: CLOTH

AIRBAG: SAFETY CANOPY SYSTEM

TRAILER TOW PACKAGE

AIR CONDITIONING

36 GALLON FUEL TANK

AM/FM RADIO

HEAVY DUTY COOLING WITH EXTERNAL TRANS COOLER

TOTAL SELLING PRICE WITH STATE CONCESSION DEDCUTED AND STATE INSPECTION, STATE
TITLE FEE, AND DELIVERY APPLIED WOULD BE :

\$26,800.00

DELIVERY: WITHIN 90 DAYS FROM RECEIPT OF PURCHASE ORDER FOR UNIT.

DATE: 2-6-2012

Thank You

A handwritten signature in black ink, appearing to read 'Jeremy Mitchell', with a long horizontal stroke extending to the right.

Commercial Accounts Manager



Mayor Johnny L. DuPree, Ph.D.

Council-Ward 1
Kim Bradley

Council-Ward 2
Deborah Denard Delgado

Council-Ward 3
Carter Carroll

Council Ward 4
Dave J. Ware

Council-Ward 5
Henry Naylor

CITY OF HATTIESBURG PLAN HOLDER'S FORM

Mandatory

If you or your company is interested in bidding the mentioned project, you must complete this form. You must provide the City Clerk's Office with this necessary information in order to receive addendums, information regarding the project, and to be listed on the Plan Holders list.

You may send this list in by the following:

Email- keaton@hattiesburgms.com

Fax- (601) 584-4892

Mail: P O Box 1898- Hattiesburg, Ms 39403

Attn: Kermas Eaton/ City Clerk's Office

Project Name: BID - ONE (1) NEW 2012 1/2 Ton Crew Cab 4WD Short wheel base
Pickup Truck for the Franchise Division.

Name of Company: Watson Quality Ford, Inc

Contact Person: Jeremy Mitchell

Street Address: 6130 I-55 N

City: Jackson

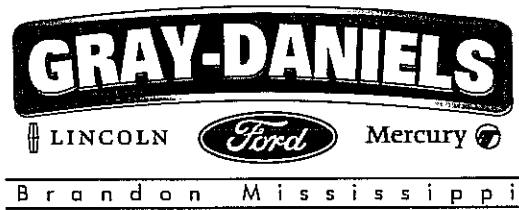
State: MS

Zip: 39211

Telephone: 601-956-7000

Fax: 601-977-8331

Email Address: jmitchell@watsonquality.com



CITY OF HATTIESBURG

BID: 1 NEW 2012 1/2 TON CREW CAB
4WD SWB TRUCK FOR THE TRAFFIC DIVISION

BID:PRICE \$26,877.75
2012 FORD 1/2 TON CREW
CAB

PETE PEELER-FLEETMANAGER

Pete Peeler

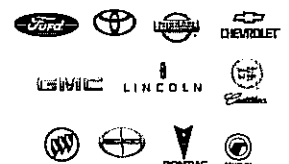
FILED

FEB 16 2012

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



201 OCTAVIA DRIVE
P.O. BOX 1269
BRANDON, MS 39042
601.825.2801 • 1-800-489-FORD • FAX 601.591.2652
www.graydaniels.com



ONE (1) NEW 2012 ½ TON CREW CAB, 4WD SHORT WHEELBASE PICK UP TRUCK FOR THE TRAFFIC DIVISION

Engine Min 5.0 Liter V8 Gasoline

Transmission Min 5 Speed Automatic with Overdrive

Differential Heavy Duty Automatic Locking

Pick Up Box Fleet Side

Color White with Gray Interior

40/20/40 Cloth Split Bench Seat

Vinyl Floor Covering

Airbag Equipped

A/C

Heavy Duty Cooling Package with External Transmission Oil Cooler

Trailer Tow Package

AM/FM

Min 25 Gallon Fuel Tank

Extended Warranty Package shall be included



City of Hattiesburg, MS

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

Master

File Number: 2012-0597

File ID: 2012-0597

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Receiving and Accepting bids for One (1) New 2012
3/4 Ton Pickup Truck for the Construction Division

Final Action:

Minute Book Number: MB 2012-1/88

Title:

Acknowledge receipt of bids received on February 16, 2012 for One (1)
New 2012 3/4 Ton Pickup Truck for the Construction Division and accept
the bid from Country Ford at a total cost of \$19,401.04 as the lowest and
best bid received that meets the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-Construction Pickup.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0597

Title

Acknowledge receipt of bids received on February 16, 2012 for One (1) New 2012 3/4 Ton
Pickup Truck for the Construction Division and accept the bid from Country Ford at a total
cost of \$19,401.04 as the lowest and best bid received that meets the City's advertised
specifications.

Summary

Receiving and Accepting bids for One (1) New 2012 3/4 Ton Pickup Truck for the
Construction Division

BID TABULATION

ITEM: **One ¾ Ton Pickup Truck for Construction**

BIDS RECEIVED: February 16, 2012

VENDOR	TOTAL PRICE
Country Ford	\$19,401.04
Dossett Hattiesburg	\$20564.00
McMullan Motors	\$21,087.00
Gray-Daniels	\$21,385.75
Howard Wilson	\$21,812.00
Estabrook Motor Co	\$22,140.00
Watson Quality Ford	\$24,605.05



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

TO: Verlina Underwood, Purchasing Manager
FROM: ^{PF/ss} Philip Ford, Division Manager, Construction & Building Maintenance
DATE: March 7, 2012
RE: One (1) New 2012 ¾ Ton LWB Pick-up Truck

After careful review of all bids received on February 16, 2012, I recommend that we accept the bid of Country Ford in the amount of \$19,401.00 for One (1) New 2012 ¾ Ton LWB Pick-up Truck as being the lowest and best bid received.

Should you need any additional information or have any questions or comments pertaining to this matter, please do not hesitate to contact me.

PF/ss

City Of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403



Official Bid Response

Country Ford
Michael Hagan
95 East Goodman Road
Southaven, MS 38671
901-859-7983 (voice)
662-996-1038 (fax)
mhagan@countryford.com

2012 Ford F-250

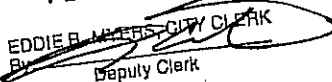
Price: \$ 19401.04

45 Days Delivery

Payment: Net 30 Days

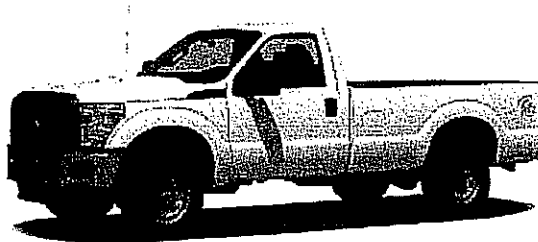
FILED

FEB 16 2012

EDDIE B. MAFFES CITY CLERK
By 
Deputy Clerk

- Please see attached specs

Country Ford
Presents...



The 2012 Ford F-250 XL
4x2 SD Regular Cab 8' box 137" WB SRW



Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Prepared On: February 13, 2012

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Vehicle Profile

2012 Ford F-250

4x2 SD Regular Cab 8' box 137" WB SRW XL (F2A)

Powertrain

Triton 6.2L V-8 SOHC SMPI 16 valve flexible recommended fuel engine with variable valve control * 157 amp HD alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Rear-wheel drive * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control stability control with anti-roll control * Twin I-Beam independent front suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 17.0" x 7.50" argent steel wheels with hub covers * LT245/75SR17.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecurILock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Cloth faced front seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, trailer sway control * Driver and passenger manual black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step * Aero-composite

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209323 11/14/2011

Vehicle Profile Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Exterior Features (Continued)

halogen headlamps * Additional exterior lights include pickup cargo box light, underhood light * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	385 hp @ 5,500 rpm	Torque	405 lb.-ft. @ 4,500 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	5,899 lbs.
GVWR	10,000 lbs.	Front GAWR	3,950 lbs.
Rear GAWR Weight	6,290 lbs.	Payload	4,290 lbs.
Front curb weight	3,348 lbs.	Rear curb weight	2,551 lbs.
Front axle capacity	5,250 lbs.	Rear axle capacity	6,200 lbs.
Front spring rating	3,950 lbs.	Rear spring rating	6,100 lbs.
Front tire/wheel capacity	6,390 lbs.	Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,800 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	76.6 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Front tread	68.3 "	Rear tread	67.2 "
Turning radius	23.8 '	Fuel tank	35.0 gal.
Exterior cargo length	98.0 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 11/14/2011

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Selected Options

2012 Ford F-250

4x2 SD Regular Cab 8' box 137" WB SRW XL (F2A)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 6-Speed Automatic O/D
Rear Axle Ratio: Electronic Locking w/3.73
GVWR: 10,000 lb Payload Package

Description

Base Vehicle Price (F2A)

Packages

Order Code 600A

(996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic O/D : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,000 lb Payload Package; (TBK) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) Heavy Duty Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2-speakers.

Powertrain

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Torque: 405 ft.lbs. @ 4500 rpm.

Transmission: TorqShift 6-Speed Automatic O/D
Includes SelectShift.

Electronic Locking w/3.73 Axle Ratio

GVWR: 10,000 lb Payload Package

Wheels & Tires

Tires: LT245/75R17E BSW A/S (5)

Wheels: 17" Argent Painted Steel
Includes painted hub covers/center ornaments.

Seats & Seat Trim

Cloth 40/20/40 Split Bench Seat

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference C105209323 11/14/2011

Selected Options Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Description

Other Options

137" Wheelbase

Monotone Paint Application

Radio: AM/FM Stereo w/Digital Clock
Includes 2-speakers.

Interior Colors For : Primary w/XL (Reg)

Steel

Primary Colors For : Primary w/XL (Reg)

Oxford White

Vehicle Subtotal

Fuel Charge

Destination

Vehicle Subtotal (including Destination)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208323 11/14/2011

Printed on February 13, 2012 at 13:55

Price Level: 220

QuoteID: Pickup 3

Page 5

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Dimensions & Capacities

2012 Ford F-250

4x2 SD Regular Cab 8' box 137" WB SRW XL (F2A)

Description	Value
Dimensions and Capacities	
Output	385.hp. @ 5,500 rpm
Torque	405.lb.-ft. @ 4,500 rpm
1st gear ratio	3.974.....
2nd gear ratio	2.318.....
3rd gear ratio	1.516.....
4th gear ratio	1.149.....
5th gear ratio	0.858.....
6th gear ratio	0.674.....
Reverse gear ratio	3.128.....
Curb weight	5,899 lbs.
GVWR	10,000 lbs.
Front GAWR	3,950 lbs.
Rear GAWR Weight	6,290 lbs.
Payload	4,290 lbs.
Front curb weight	3,348 lbs.
Rear curb weight	2,551 lbs.
Front axle capacity	5,250 lbs.
Rear axle capacity	6,200 lbs.
Front spring rating	3,950 lbs.
Rear spring rating	6,100 lbs.
Front tire/wheel capacity	6,390 lbs.
Rear tire/wheel capacity	6,390 lbs.
Towing capacity	12,500 lbs.
5th-wheel towing capacity	12,800 lbs.
Front legroom	41.1".....
Front headroom	40.7".....
Front hiproom	67.6".....
Front shoulder room	68.0".....
Passenger area volume	65.9 cu.ft.
Length	227.6".....
Body width	79.9".....
Body height	76.6".....
Wheelbase	137.0".....
Cab to axle	56.3".....
Front tread	68.3".....

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 11/14/2011

Dimensions & Capacities Continued

Prepared For: City Of Hattiesburg
Prepared By: Michael Hagan
Dealership: Country Ford

Description	Value
Dimensions and Capacities	
Rear tread	67.2"
Turning radius	23.8'
Fuel tank	35.0 gal...
Exterior cargo length	98.0"
Exterior cargo minimum width	50.9"
Exterior cargo volume	77.3 cu.ft.
Exterior cargo pickup box depth	20.0"
Exterior cargo maximum width	69.3"

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 11/14/2011

Prepared For:
City Of Hattiesburg
City Of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi, 39403

Prepared By:
Michael Hagan
Country Ford
95 East Goodman Road
Southaven, Mississippi, 38671
Phone: 901-859-7983
Fax: 662-349-3440



Warranty

2012 Ford F-250

4x2 SD Regular Cab 8' box 137" WB SRW XL (F2A)

Description

Months/Distance

Basic	36.month/36,000 miles
Powertrain	60.month/60,000 miles
Corrosion Perforation	60.month/unlimited mileage
Roadside Assistance	60.month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209323 11/14/2011

2012 Ford F-250 4x2 SD Regular Cab 8' box 137" WB SRW XL (F2A)

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel

Transmission: TorqShift 6-Speed Automatic O/D

Exterior (0 P) Oxford White

Interior (0 I) Steel



Standard Equipment

Items Featured Below are Included at NO EXTRA CHARGE in the Standard Vehicle Price Shown at Right

- Triton 6.2L V-8 SOHC w/SMPI 385hp
- 6 speed automatic trans w/OD
- 4-wheel ABS
- Brake assistance
- Traction control
- LT245/75R17E BSW AS S-rated tires
- Battery with run down protection
- Firm suspension
- Advance Trac w/Roll Stability Control
- Air conditioning
- AM/FM stereo
- Variable intermittent wipers
- Dual front airbags w/passenger cancel
- Driver & front passenger seat mounted side airbags
- SecurLock immobilizer
- Tachometer
- Reclining front 40-20-40 split-bench seats
- Class V trailering

STANDARD VEHICLE PRICE

OPTIONAL EQUIPMENT

Order Code 600A N/C
 Engine: 6.2L 2-Valve SOHC EFI NA V8 INC
 Flex-Fuel
 Transmission: TorqShift 6-Speed INC
 Automatic O/D
 Electronic Locking w/3.73 Axle Ratio \$390.00
 GVWR: 10,000 lb Payload Package INC
 Tires: LT245/75R17E BSW A/S (5) INC
 Wheels: 17" Argent Painted Steel INC
 Cloth 40/20/40 Split Bench Seat \$100.00
 137" Wheelbase STD
 Radio: AM/FM Stereo w/Digital Clock INC
 Interior : Steel N/C
 Primary : Oxford White N/C

\$29,065.00

CITY MPG

N/A



HIGHWAY MPG

N/A

Accessories and Incentives

\$0.00

SUBTOTAL

\$29,555.00

Destination

\$995.00

TOTAL

\$30,550.00



February 15, 2012

City Clerk's Office
P. O. Box 1898
Hattiesburg, MS 39403-1898

BID LICENSE# 7616
STATE AUDIT LICENSE# 22268

BID:
ONE (1) NEW 2012 3/4 TON REGULAR CAB, 2WD LONG WHEELBASE PICKUP TRUCK FOR THE
CONSTRUCTION DIVISION

Engine:	Minimum 6.0 V-8 Gasoline
Transmission	Minimum 6 Speed Automatic with Overdrive
Differential:	Heavy Duty Automatic Locking
GVWR:	9300 LBS
Pickup Box:	Fleet Side, minimum wheel base 133"
Wheels/Tires:	17" Wheels with five (5) new LT245/70R17E tires minimum
Brakes:	Anti-locking
Color:	White with coordinating interior
Seats:	40/20/40 Cloth Split Bench Seat
Flooring:	All-Weather Vinyl with floor mats
Headliner:	Cloth
Airbag:	Driver and passenger equipped with restraint system
Wipers:	Intermittent
Gauges:	Speedometer, fuel, oil, temperature
A/C	
Heavy Service Suspension	
Heavy Duty Cooling Package with External Transmission Oil Cooler	
Trailer Towing Package	
AM/FM Radio	
36 Gallon Fuel Tank	
Front and Rear Bumper	
No Extended Warranty	

TOTAL: \$20564.00

FILED

FEB 16 2012

FILED

FEB 16 2012

EDDIE R. MYERS, CITY CLERK
Deputy Clerk



Phone 601 - 544-7700 • Post Office Box 1667 • Hattiesburg, Mississippi 39403

McMullan Motors



401 Broadway Drive, Hattiesburg, MS 39401
Phone 601.544.2430, Fax 601.544.6950
www.mcmullanmotors.com



February 15, 2012

City of Hattiesburg
Hattiesburg, MS.

In response to your request for bids, we are pleased to offer the following:

One new Dodge 2500 Regular Cab pickup which meets and exceeds the specifications except GVW rating of 8650.

Bid price \$ 21,087.00

Should you need additional information, please contact me at 601-544-2430 or wcmullan@mcmullanmotors.com.

Yours truly,

Wyche McMullan

FILED

FEB 16 2012

EDDIE B. MYERS, CLERK

Deputy Clerk





22

CITY OF HATTIESBURG

BID: 1 NEW 2012 3/4 TON LWB
TRUCK FOR THE CONSTRUCTION DIVISION

FILED

FEB 16 2012

BID PRICE: \$21,385.75

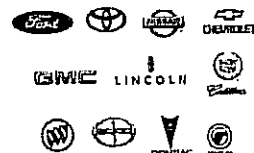
EDDIE R. MYERS, CITY CLERK
By  - Deputy Clerk

PETE PEELER-FLEET MANAGER





201 OCTAVIA DRIVE
P.O. BOX 1269
BRANDON, MS 39042
601.825.2801 • 1-800-489-FORD • FAX 601.591.2652
www.graydaniels.com





210

February 15, 2012

City of Hattiesburg

City Clerk

P. O. Box 1898

Hattiesburg, MS 39403-1898

Dear Sir:

Howard Wilson Chrysler Jeep Dodge Ram would like to submit the following bid for the ¾ ton Crew Cab 4x2 pickup for the Construction Division: **\$21,812.**

Thank you.

J. Steven Hand

Fleet Sales Manager

Howard Wilson Chrysler Jeep Dodge Ram

4000 Lakeland Drive

Flowood, MS 39232

FILED

FEB 16 2012

EDDIE E. WILSON, CITY CLERK
By Deputy Clerk



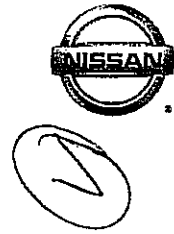
601-914-CARS (2277) • 1-800-530-7129
FAX 601-914-4029
www.howardwilson.com





A TRADITION OF SERVICE SINCE 1951
ESTABROOK
MOTOR CO., INC.

Post Office Box 1119
3689 14th Street, Pascagoula, MS 39568-1119
(228) 762-2641 • Fax (228) 769-7430



2012 F250 CREW CAB LWB 172" FOR CONSTRUCTION DIVISION

WHITE

6.2 V8

6 SPEED AUTOMATIC

3.73 ELEC LOCK AXLE

40/20/40 CLOTH SEAT

VINYL FLOOR COVERING

DUAL FRONT AND SIDE AIRBAGS

HEAVY DUTY RADIATOR AND TRANSMISSION COOLER

TRAILER TOW PACKAGE

AM/FM RADIO

35 GAL FUEL TANK

LT245/17 TIRES

DELIVERED TO HATTIESBURG

TOTAL WITH TITLE AND STATE INSPECTION-----\$22,140

PHILLIP EVERETT

FLEET MANAGER

FILED

FEB 16 2012

EDDIE B. MYERS, C.

Deputy Chief

WATSON QUALITY



Quality People . . . Quality Products.

6130 I-55 North • Jackson, MS 39211 • (601) 956-7000

BID

**ONE (1) NEW 2012 $\frac{3}{4}$ TON
LONG WHEEL BASE PICKUP TRUCK
FOR THE
CONSTRUCTION DIVISION
SUBMITTED BY 10:00 A.M.
FEBRUARY 16, 2012**



Business Preferred Network
SALES SERVICE FINANCE

ONE (1) NEW 2012 ¾ TON LONG WHEEL BASE PICKUP TRUCK FOR THE
CONSTRUCTION DIVISION

ENGINE: 6.2L EFI V8

DIFFERENTIAL: 3.73 ELEC LOCKING

PICKUP BOX: FLEET SIDE 172" WHEEL BASE

WHEELS/TIRES: LT245 BSW AS 17"

INTERIOR COLOR: STEEL GRAY

FLOORING: VINYL WITH FLOORMATS

AIRBAG: SAFETY CANOPY SYSTEM

GUAGES: SPEEDOMETER, FUEL, OIL, TEMP

HEAVY DUTY SUSPENSION

HEAVY DUTY COOLING WITH EXTERNAL TRANS COOLER

35 GALLON FUEL TANK

FRONT AND REAR BUMPER

TRANS: 6-SPD AUTOMATIC

GVWR: 10000#

BRAKES: ABS

EXTERIOR COLOR: OXFORD WHITE

SEATS: 40/20/40 CLOTH

HEADLINER: CLOTH

WIPERS: INTERMITTENT

AIR CONDITIONING

AM/FM RADIO

TRAILER TOW PACKAGE

EXCEPTIONS: DUAL ALTERNATORS ONLY AVAILABLE ON DIESEL ENGINE MODELS.

TOTAL SELLING PRICE WITH STATE CONCESSION DEDCUTED AND STATE INSPECTION, STATE
TITLE FEE, AND DELIVERY APPLIED WOULD BE :

\$24,605.05

DELIVERY: WITHIN 90 DAYS FROM RECEIPT OF PURCHASE ORDER FOR UNIT.

DATE: 2-6-2012

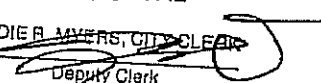
Thank You


Jeremy Mitchell

Commercial Accounts Manager

FILED

FEB 16 2012

EDDIE B. MYERS, CITY CLERK
By: 
Deputy Clerk



City of Hattiesburg, MS

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

Master

File Number: 2012-0632

File ID: 2012-0632

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/14/2012

Brief Title: Award bid for modernization elevator of the Pine Street Parking Garage

Final Action:

Minute Book Number: MB2012-1/88

Title:

Acknowledge receipt of bids on January 19, 2012 and approve bid from Midsouth Elevator, for modernization of elevator of the Pine Street Parking Garage.

Notes:

Sponsors:

Enactment Date:

Attachments: Midsouth Elevator, Otis Elevator

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Verlina Underwood

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0632

Title

Acknowledge receipt of bids on January 19, 2012 and approve bid from Midsouth Elevator, for modernization of elevator of the Pine Street Parking Garage.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

VW



MIDSOUTH MODERNIZATION PROPOSAL

Date: January 19, 2012

TO:

City of Hattiesburg
Office of City Clerk
200 Forest Street
Hattiesburg, MS 39403

Equipment Location:
Pine Street Parking Garage

Equipment Description:
One (1) Hydraulic Passenger Elevator

FILED
JAN 19 2012
By EDDIE BAYERS Deputy Clerk

FROM:

Midsouth Elevator
5810 North Commerce Plaza
Jackson, MS 39206

Tel: (601) 353-8283
Fax: (601) 957-6795
www.midsouthelevator.com

Cert. of Responsibility #16842

Proposal Number: PSPG-2012

Midsouth Elevator proposes to furnish all labor, material, tools, and supervision required to conduct the work described in this Proposal which is hereafter referred to as "Work", beginning on Page 2. All Work included in this Proposal will be conducted in accordance with the terms and conditions and with any drawings, specifications, schedules and/or other documents that may be referenced herein.



Per the specifications this proposal is for the complete modernization of one (1) hydraulic elevator described below:

Capacity:	2500 lbs
Speed:	150 FPM
Stops:	Five (5)
Openings	Five (5)

Work will include following:

1. Machine Room Equipment

- a. New Non-Proprietary Micro-Processor Controls by Motion Control Engineering
 - i. Solid State Motor Starters
- b. New Submersible Pumping Units
 - i. New Four (4) Coil Control Valves
 - ii. New Muffler
- c. New Wiring

2. Hoistway Equipment

- a. New Wiring Throughout
- b. SFI Heat Resistant Interlock Wiring
- c. Replace Door Rollers and Closures as needed.
- d. New Corridor Signal fixtures, to be finished in #4 Stainless Steel

3. Car Equipment

- a. New Closed Loop Door Operator
- b. New Infrared Door Protection
- c. New Car Operating Signal Fixtures finished in #4 Stainless Steel
- d. New Drop Ceiling with a stainless steel frame and acrylic diffusers
- e. New Wiring Throughout

CODE

The elevator equipment shall be furnished and installed in accordance with the applicable version of the **ASME/ANSI A17.1 Safety Code for Elevators and Escalators**, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

WARRANTY

We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed into operation. This guarantee excludes ordinary wear and tear or improper use, vandalism, abuse, misuse, or neglect.

MIDSOUTH'S RESPONSIBILITIES

Midsouth will prepare all drawings necessary to show the general arrangement of the elevator equipment. Drawings will be properly approved by the Owner or other authority prior to fabrication of the equipment. All work will be done in a neat workmanlike manner, and in accordance with the rules and regulations of all local governing codes having jurisdiction over the elevators.

Submittals will be in acceptance with the requirements of the project and approving authorities.



- Signal and operating fixtures
- Operation and Maintenance Manuals
- Wiring Diagrams
- Field Data and Test Reports

PROPOSAL AMOUNT AND ACCEPTANCE

Proposal Amount:

For the performance of the Work proposed herein, Purchaser shall pay Midsouth Elevator the sum of **Forty Six Thousand and 00/100 Dollars, in U.S. Dollars (46,000.00)**, subject to authorized additions or deletions.

The Proposal Amount does not include any sales, use, excise or similar tax. The amount of any such tax, which Midsouth Elevator may be required to pay or collect, will be added to an invoice(s) unless state law dictates otherwise or the Purchaser has furnished Midsouth Elevator with an appropriate tax exemption certificate acceptable to the taxing authorities.

Acceptance:

It is understood and agreed that this Proposal, and the mutual acceptance thereof, constitutes exclusively and entirely the agreement for the Work herein described. All other prior representations or agreements, whether written or oral, shall be deemed to be merged herein. No changes in or additions to this agreement shall be recognized unless made in writing and signed by both parties. Should this agreement be accepted by Purchaser in the form of a purchase order, the terms and conditions of this agreement will take precedence over those of the purchase order. This Proposal is not binding upon Midsouth Elevator until approved by one of its authorized representatives. This proposal expires 90 calendar days from the date listed below unless accepted by an authorized representative of Midsouth Elevator after such 90 day period.

Respectfully submitted, By


Craig Williams

Date

1/19/2012

City of Hattiesburg

Midsouth Elevator, LLC

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Company/Agent for _____



TERMS AND CONDITIONS

1. **Code Compliance:** All Work, unless otherwise stipulated, shall be in accordance with requirements of the American National Standard Safety Code for Elevators and Escalators, the National Board of Fire Underwriters, the National Electrical Code, the Americans with Disabilities Act, as well as the applicable state and local codes in effect on the date of the Proposal. Existing conditions not directly affected by the Work may not be in compliance with code standards. If the code does not require changes to occur as a result of the Work described herein, such changes will not be made.
2. **Existing Equipment:** Midsouth shall remove from the site any existing equipment that is replaced under the Proposal unless otherwise stipulated. Any removed equipment becomes the property of Midsouth to properly dispose of according to environmentally sound practices.
3. **Use of Unit(s):** During the course of the Work, the unit(s) cited in the Proposal will need to be removed from normal operation. Midsouth will return this unit(s) to normal service as soon as practical.
4. **Work by Others:** If any work is to be performed by others in conjunction with the Work described herein, it shall be coordinated with Midsouth and performed in a timely manner to avoid delays. Such work by others must conform to all applicable codes and the approved drawings (if any) provided by Midsouth. Work performed by others shall be at Purchaser's expense.
5. **Permits & Inspections:** Midsouth shall obtain and pay for any necessary municipal or state inspections and/or permits, and will conduct tests as required by the governing inspection authority, pertaining to Midsouth's Work if included in the Proposal. Tests shall be made in the presence of such authority, if required or their authorized representative. Inspections not directly related to Midsouth's Work or reinspection made necessary by conditions beyond Midsouth's control will be performed at Purchaser's request and expense as these are not included in the Proposal.
6. **Changes in the Work:** Any changes affecting the character, schedule, or price of the Work specified herein must be in writing and signed by authorized representatives of both Purchaser and Midsouth.
7. **Hours of Work:** Unless otherwise agreed, the Work described herein shall be performed during normal business hours of the regular working days of the elevator trade.
8. **Site Conditions:**
 - A. **Holstway, Machine Room and/or other affected area:** Purchaser agrees to provide a clear and legal hoistway, machine room and/or other affected area which are suitable to undergo the proposed Work.
 - B. **Temporary Facilities:** Purchaser agrees to furnish all temporary site facilities including but not limited to suitable storage space and utilities at no cost to Midsouth.
 - C. **Work Environment:** Purchaser agrees to provide a safe work environment for Midsouth's employees. In the event Midsouth encounters, at the job site, unsafe working conditions or hazardous material reasonably believed to be asbestos, polychlorinated biphenyl "PCB", or other hazardous substance, which has not been rendered harmless, Midsouth shall immediately stop work in the area affected and report the condition to Purchaser in writing. Work in the affected area shall be resumed when the condition or substance has been rendered harmless and the work environment is certified safe by an accredited third party. This shall not constitute grounds for a delay claim by Purchaser.
 - D. **Other Conditions:** In submitting the Proposal, Midsouth is assuming the existing equipment has been properly designed, manufactured, labeled, installed, and maintained, such that, the structural integrity of the system is within safe limits. If, during the course of the Work, Midsouth discovers any significant discrepancy between actual conditions and the conditions described in the Proposal, Midsouth agrees to provide prompt written notice to the Purchaser describing the discrepancy and the affect it will have on the Work.
9. **Guarantee:** The material and workmanship furnished by Midsouth is guaranteed against any defects in the material or workmanship occurring within One (1) Year from the date of installation. This Guarantee does not cover repairs made necessary due to ordinary wear and tear or due to accidents, alterations by others, abuse, vandalism, improper use, or inadequate or improper maintenance. Midsouth will not be obligated to correct, without additional compensation, breakage, maladjustment or problems due to improper or inadequate maintenance by others. The correction of defects covered by this Guarantee constitutes the limit of Midsouth's responsibility. This Guarantee is exclusive and in lieu of all other guarantees or warranties, expressed or implied. **WE (MIDSOUTH) MAKE NO WARRANTY OF MERCHANTABILITY AND NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS CONTRACT, NOR ARE THERE ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.** This Guarantee does not cover reimbursement to Purchaser or to others for guarantee work conducted in place of or on Midsouth's behalf, without Midsouth's written consent. Prior to the performance of any Guarantee work by Midsouth, all payments due under the Proposal must have been made in accordance with the terms and conditions listed herein.
10. **Insurance:** For the duration of the Work specified within the Proposal, Midsouth will purchase and maintain insurance coverage as listed below with an insurance carrier authorized to do business in the jurisdiction in which the Work is located. For the insurance specified herein, Midsouth shall provide the Purchaser with a Certificate of Insurance utilizing the ACORD form, when requested. The purchaser will be named as an additional insured on all policies described below.
 - A. **Workers' Compensation and Employers' Liability:** Workers' Compensation coverage shall comply with the statutory limits required by applicable state and federal statutes. Employers' Liability insurance shall be maintained with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
 - B. **Comprehensive General Liability (CGL):** Comprehensive General Liability shall include XCU Hazard coverage, Product/Completed Operations coverage, Contractual Liability coverage, Broad Form Property Damage Liability coverage, and Personal Injury coverage. All coverage provided under the CGL policy shall have limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate.
 - C. **Comprehensive Automobile Liability Coverage:** Auto Liability policy shall include coverage for any owned, a non-owned, or hired automobiles and shall have a limit of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
11. **Force Majeure:** Due to the very nature of fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, Acts of God, or any event beyond Midsouth's control, whether or not the same is herein specified, Midsouth shall not be held responsible or liable for any loss, damage, detention or delay caused by same. Any performance and/or completion dates specified in the Proposal shall be extended as reasonably necessary to compensate for any such delay. If Midsouth is delayed in the performance of its Work due to acts of the Purchaser or other contractors performing work for the Purchaser, Midsouth shall be entitled to an extension of time to complete the Work and compensation for any additional expense it incurs as a result of such delay.
12. **Indemnification:** To the full extent permitted by law, Midsouth Elevator agrees to indemnify and safe harmless the Purchaser, Surety, the Owner, and all of their agents and employees, from and against any claim, cost, expense or liability, attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, caused by, arising out of, resulting from, or occurring in connection with the negligent acts or omissions of Midsouth Elevator, their agents, employees provided however, Midsouth's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Midsouth Elevator shall not be obligated to indemnify or hold harmless any party or be liable to any party for damages or matters beyond the cause of fault attribute to Midsouth Elevator. In consideration of Midsouth's performance of the Work herein described, at the price stated, Purchaser agrees to indemnify, defend and hold Midsouth harmless from all claims, damages, suits, expenses and payments resulting from the negligent actions or omissions of purchaser, employee's, or agents. In no event shall either party be liable to the other for any special, indirect or consequential damages.
13. **Arbitration:** Any controversy or claim arising out of or related to the Proposal including any breach thereof, that can not be settled between the two parties, shall be settled by arbitration in accordance with the rules of the American Health Lawyers Association alternative dispute resolution service, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Such controversies or claims shall be subject to arbitration upon written notice of either party.
14. **Payment Terms:**
 - A. **Payments:** Payments are due within 30 days receipt of invoice. If any services are to be provided which are separate from the Work, Midsouth will submit separate invoices citing those services.
 - B. **Late Payments:** A service charge of 1.5 percent per month, or the highest legal limit, which ever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs and/or court costs in connection therewith. Nothing in the Proposal shall require Midsouth to continue Work if timely payments are not made for Work according to the provisions provided within the Proposal.
 - C. **Claims:** Nothing in the Proposal shall serve to void Midsouth's right to file a lien or claim on its behalf in the event payments are not made in a timely manner.
 - D. **Lien Waiver:** At Purchaser's request, Midsouth will issue partial and full waivers of lien for partial and final payments as they are received by Midsouth, and will be issued on a mutually agreeable form.



Otis

A United Technologies Company

(Vd)

Otis Elevator Company
811 Foley Street
Suite B
Jackson, MS 39202

January 19, 2011

City Clerk
200 Forrest Street
Hattiesburg, MS 39403

Reference: **Pine Street Parking Garage**

Thank you for allowing Otis Elevator to quote the referenced project. As per your specification for the elevator modernization of Pine Street Parking Garage our bid is \$53,100.00, Fifty Three Thousand One Hundred Dollars and no cents. Please see attached job specific for your review. Project based on mutually agreed terms and conditions.

The attached building work items would be required in compliance with related codes no matter which elevator company is selected for the project.

We would like to review all of these items with the proper contact with the City to determine what specifically is applicable for the required building work.

Respectfully,

JoAnne Harrison | Account representative

Otis Elevator Company

811 Foley Street, Suite B | Jackson, MS 39202

FILED

JAN 19 2012

EDDIE R. MYERS, CITY CLERK
By Deputy Clerk

WORK BY OTHERS

Customer Initial:

Date:

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

1. **AIR CONDITIONING** - Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.
2. **BUILDING POWER** Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all of the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.
3. **SMOKE & HEAT SYSTEM** - Provide a smoke and heat detector system, located as required with wiring from the sensing devices to each elevator controller.
4. **SPRINKLERS** - Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room.
5. **CUTTING & PATCHING** - Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.
6. **MAIN DISCONNECT** - Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.
7. **GROUND WIRE** - Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.
8. **CAR LIGHT POWER SUPPLY & DISCONNECT** - Provide a 120 volt AC, 15 amp, single-phase power supply with fused SPST disconnect switch for each elevator, with feeder wiring to each controller for car lights.
9. **REMOTE MONITORING MAINTENANCE TELEPHONE LINE REQUIREMENTS** - Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
10. **LIGHTING** - Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.
11. **MACHINE ROOM ACCESS** - Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment. Remove non-elevator related materials from the elevator machine room, in compliance with ANSI code.
12. **FIRE EXTINGUISHER** - Provide fire extinguisher in elevator machine room.
13. **NON-ELEVATOR MATERIAL IN HOISTWAY** - Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

14. **HOISTWAY VENTILATION** - Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.
15. **HOISTWAY LEDGES** - Provide a 75-degree angle constructed of a non-combustible material on all ledges that are 2" or greater in the hoistway, excluding multi-hatch divider beams.
16. **WORK BY OTHERS SCHEDULING** - All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.
17. **STORAGE** - Provide dry, protected storage space adjacent to the hoistway(s).
18. **PIT LADDERS** - Provide a pit ladder, as required, in each pit that does not have walk in access doors. Ladder shall extend 48" above first landing access door.
19. **OPERATING ELEVATORS FOR OTHER TRADES** - If we are required to operate an elevator to facilitate the work of other trades (i.e. sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.



City of Hattiesburg, MS

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

Master

File Number: 2012-0616

File ID: 2012-0616

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Accepting Term Bids for the Water Department

Final Action:

Minute Book Number: MB2012-1/88

Title:

Acknowledge bids received February 16, 2012 and February 23, 2012 for Various Term Bid Items for the Water Department and accept the bids as per recommendation as being the lowest and best or only bids received that meet the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-Water Term Bids.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0616

Title

Acknowledge bids received February 16, 2012 and February 23, 2012 for Various Term Bid Items for the Water Department and accept the bids as per recommendation as being the lowest and best or only bids received that meet the City's advertised specifications.

Summary

Accepting Term Bids for the Water Department



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: March 13, 2012

SUBJECT: Term Bids

After review of the bids received from various vendors on February 16, 2012 and February 23, 2012 for purchases of commodities required in the operation of the Water Department, it is my recommendation that the following actions be taken in acceptance of bids for the following items:

- Item # 11 - Chlorine Gas in One (1) Ton Containers - Accept the bid of DPC Enterprises as the primary bidder and Allied Universal Corporation as the alternate.
- Item # 12 - Chlorine Gas in 150 lb Containers - Accept the bid of DPC Enterprises as the only bid received.
- Item # 13 - Sodium Fluorasilicate - Accept the bid of Industrial Chemicals, Inc. as the only bid received.
- Item # 14 - Sodium Fluoride - Accept the bid of Industrial Chemicals, Inc. as the only bid received.
- Item #20 - Furnish Labor, Equipment, and Material for Repair, Replacement, or Installation of Ductile Iron or PVC Water Lines and Fittings - Accept the bid of CJ Morgan, Inc. as the only bid received.
- Item #28 - Replacement Parts for Aerators at the Lagoons - Accept the bid of Pine Belt Industrial Supply as primary bidder for some items and S & N Airoflo as primary bidder for some items as noted on the bid tabulation as the lowest and best bids received.

Should you have any questions concerning this recommendation, please contact my office.

ITEM #11 - CHLORINE GAS IN ONE (1) TON CONTAINERS FOR THE HATTIESBURG WATER DEPARTMENT

BID TABULATION

ITEMS/SIZES	DPC	ALLIED
	ENTERPRISES	UNIVERSAL CORP
CHLORINE-ONE TON CONTAINERS (PRICE PER ONE TON CONTAINER)	388.00	414.00

(VW)

ITEM #11 - CHLORINE GAS IN ONE (1) TON CONTAINERS FOR THE
HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
CHLORINE-ONE TON CONTAINERS (PRICE PER ONE TON CONTAINER)	\$ 388.00

DPE Enterprises, L.P.
NAME OF COMPANY

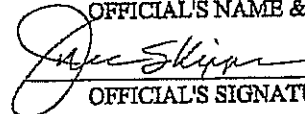
P.O. Box 11447
STREET/P.O. ADDRESS

Chickasaw, AL 36671
CITY/STATE & ZIP CODE

(866) 344-2781 ; (251) 457-1334
PHONE NUMBER & FAX NUMBER

February 16, 2012
DATE OF BID

John Skipper - Account Mgr.
OFFICIAL'S NAME & TITLE


OFFICIAL'S SIGNATURE

FILED

FEB 16 2012

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk

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Page 4

ITEM 11 - CHLORINE GAS IN TON CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT

ITEM	UNIT BID PRICE
CHLORINE TON CONTAINERS (PRICE PER TON CONTAINER)	\$414.00/Ton

Allied Universal Corporation

NAME OF COMPANY

3901 NW 115 Ave.

STREET/P.O. ADDRESS

Miami, FL 33178

CITY/STATE & ZIP CODE

305-888-2623 / 305-463-8369 FAX

PHONE NUMBER & FAX NUMBER

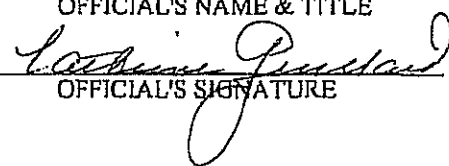
February 16, 2012

DATE OF BID

Catherine Guillarmod

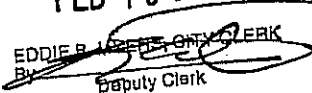
Executive Administrator

OFFICIAL'S NAME & TITLE


OFFICIAL'S SIGNATURE

FILED

FEB 16 2012

EDDIE B. JONES, CHIEF CLERK
By 
Deputy Clerk

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Page 4

ITEM #12 - CHLORINE GAS IN 150 LB CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT

ITEM	UNIT BID PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)	\$78.00

DPC Enterprises, L.P.

NAME OF COMPANY

P.O. Box 11447

STREET/P.O. ADDRESS

Chickasaw, AL. 36671

CITY/STATE & ZIP CODE

(866) 344-2781 ; (251) 457-1334

PHONE NUMBER & FAX NUMBER

February 16, 2012

DATE OF BID

John Skipper - Account mgr.

OFFICIAL'S NAME & TITLE

John Skipper

OFFICIAL'S SIGNATURE

FILED

FEB 16 2012

By EDDIE B. MYERS, CITY CLERK
Deputy Clerk

2/16

Page 4

ITEM #12 - CHLORINE GAS IN 150 LB CONTAINERS FOR THE HATTIESBURG
WATER DEPARTMENT

ITEM	UNIT BID PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)	No Bid

Allied Universal Corporation

NAME OF COMPANY

3901 NW 115 Ave.

STREET/P.O. ADDRESS

Miami, FL 33178

CITY/STATE & ZIP CODE

305-888-2623 / 305-463-8369 FAX

PHONE NUMBER & FAX NUMBER

February 16, 2012

DATE OF BID

Catherine Guillarmod

Executive Administrator

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

FILED
FEB 16 2012
EDDIE P. MYERS, CITY CLERK
By  Deputy Clerk

VB

ITEM #13 - SODIUM FLUORASILICATE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
50 LB. BAGS (PRICE PER 50 LB BAG)	23.50

FILED

FEB 16 2012

EDDIE R. MYERS, CITY CLERK
By 
Deputy Clerk

INDUSTRIAL CHEMICALS, INC.

NAME OF COMPANY
2042 MONTREAT DRIVE (35216)
P.O. BOX 660688

STREET/P.O. ADDRESS

BIRMINGHAM, AL 35266-0688

CITY/STATE & ZIP CODE

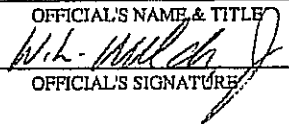
(205) 823-7330/(205) 978-0485

PHONE NUMBER & FAX NUMBER

FEBRUARY 14, 2012

DATE OF BID
W.L. WELCH, JR.
VICE PRESIDENT/SALES MGR

OFFICIAL'S NAME & TITLE


OFFICIAL'S SIGNATURE

ITEM #14 - SODIUM FLUORIDE FOR THE HATTIESBURG WATER
DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORIDE-50 LB. BAGS(PRICE PER 50LB BAG)	35.00

INDUSTRIAL CHEMICALS, INC.

NAME OF COMPANY
2042 MONTREAT DR (35216)
P.O. BOX 660688

STREET/P.O. ADDRESS

BIRMINGHAM, AL 35266-0688

CITY/STATE & ZIP CODE

(205) 823-7330/(205) 978-0485

PHONE NUMBER & FAX NUMBER

FEBRUARY 14, 2012

DATE OF BID
W.L. WELCH, JR
VICE PRESIDENT/SALES MGR

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

FILED

FEB 16 2012

EDDIE B. MYERS, CITY CLERK
By Deputy Clerk

ITEM #20 - FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR,
REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER
LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" BENDS, INCLUDING BLOCKING, PER EACH	250.00
6" BENDS, INCLUDING BLOCKING, PER EACH	380.00
8" BENDS, INCLUDING BLOCKING, PER EACH	430.00
10" BENDS, INCLUDING BLOCKING, PER EACH	480.00
12" BENDS, INCLUDING BLOCKING, PER EACH	680.00
14" BENDS, INCLUDING BLOCKING, PER EACH	750.00
16" BENDS, INCLUDING BLOCKING, PER EACH	1,000.00
18" BENDS, INCLUDING BLOCKING, PER EACH	1,200.00
20" BENDS, INCLUDING BLOCKING, PER EACH	1,600.00
TOTAL	6,770.00

4" TEES, INCLUDING BLOCKING, PER EACH	275.00
6" TEES, INCLUDING BLOCKING, PER EACH	450.00
8" TEES, INCLUDING BLOCKING, PER EACH	525.00
10" TEES, INCLUDING BLOCKING, PER EACH	585.00
12" TEES, INCLUDING BLOCKING, PER EACH	750.00
14" TEES, INCLUDING BLOCKING, PER EACH	950.00
16" TEES, INCLUDING BLOCKING, PER EACH	1,400.00
18" TEES, INCLUDING BLOCKING, PER EACH	1,800.00
20" TEES, INCLUDING BLOCKING, PER EACH	2,100.00
TOTAL	8,835.00

4" VALVES, PER EACH	550.00
6" VALVES, PER EACH	750.00
8" VALVES, PER EACH	980.00
10" VALVES, PER EACH	1,550.00
12" VALVES, PER EACH	1,950.00
14" VALVES, PER EACH	3,950.00
16" VALVES, PER EACH	5,300.00
18" VALVES, PER EACH	7,300.00
20" VALVES, PER EACH	9,100.00
TOTAL	31,430.00

6" SOLID SLEEVES, PER EACH	290.00
8" SOLID SLEEVES, PER EACH	350.00
10" SOLID SLEEVES, PER EACH	490.00
12" SOLID SLEEVES, PER EACH	600.00
16" SOLID SLEEVES, PER EACH	890.00
TOTAL	2,620.00

FIRE HYDRANTS, INCLUDING BLOCKING PER EACH	1,975.00
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VALVE BOXES, PER EACH	57.00
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ITEMS	UNIT BID PRICE
4" DUCTILE IRON P.C. 350, PER LF	25.75
6" DUCTILE IRON P.C. 350, PER LF	27.07
8" DUCTILE IRON P.C. 350, PER LF	31.00
10" DUCTILE IRON P.C. 350, PER LF	38.73
12" DUCTILE IRON P.C. 350, PER LF	45.75
TOTAL	168.30

14" DUCTILE IRON P.C. 250, PER LF	57.35
16" DUCTILE IRON P.C. 250, PER LF	65.00
18" DUCTILE IRON P.C. 250, PER LF	82.28
20" DUCTILE IRON P.C. 250, PER LF	86.25
TOTAL	290.88

4" PVC C900 P.C. 200, PER LF	11.50
6" PVC C900 P.C. 200, PER LF	17.00
8" PVC C900 P.C. 200, PER LF	22.75
10" PVC C900 P.C. 200, PER LF	28.90
12" PVC C900 P.C. 200, PER LF	38.25
14" PVC C900 P.C. 150, PER LF	48.64
16" PVC C900 P.C. 150, PER LF	61.62
18" PVC C900 P.C. 150, PER LF	70.91
20" PVC C900 P.C. 150, PER LF	79.89
TOTAL	379.46

FURNISH LABOR, EQUIPMENT AND MATERIAL FOR DIRECTIONAL BORING OF
WATER MAIN USING HDPE PIPE, SDR11, PRESSURE CLASS 260 WITH FUSION JOINTS

ITEMS	UNIT BID PRICE
2" HDPE PER LF	13.78
4" HDPE PER LF	18.48
6" HDPE PER LF	27.50
8" HDPE PER LF	40.00
10" HDPE PER LF	52.27
12" HDPE PER LF	80.75
14" HDPE PER LF	90.61
16" HDPE PER LF	105.05
1" SERVICE LINES	12.30
TOTAL	440.74

FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR
INSTALLATIONS OF SERVICE LINE FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
1" TUBING P.C. 200, PER LF	5.55
1" CURB STOP, PER EACH	65.50
1" CORP COCK, PER EACH	65.50
DOUBLE STRAP SERVICE SADDLES - 4", PER EACH	55.00
DOUBLE STRAP SERVICE SADDLES - 6", PER EACH	70.00
DOUBLE STRAP SERVICE SADDLES - 8", PER EACH	95.00
DOUBLE STRAP SERVICE SADDLES - 10", PER EACH	112.00
DOUBLE STRAP SERVICE SADDLES - 12", PER EACH	125.00
TOTAL	593.55

FURNISH EQUIPMENT INCLUDING MAINTENANCE, FUEL AND OPERATOR

ITEMS	UNIT BID PRICE
BACKHOE, 555 OR EQUAL, PER HOUR	65.00
DUMP TRUCK, 12-14 C.Y., TANDEM, PER HOUR	65.00
VACUUM TRUCK, PER HOUR	85.00
WATER PUMP, 3" OR 4", PER HOUR	20.00
SERVICE TRUCK WITH TWO CREW WORKERS, PER HOUR	95.00
CRAWLER TRACK HOE, PER HOUR	105.00
SKID STEER WITH HYDRAULIC BREAKER, PER HOUR	85.00
MINI EXCAVATOR, PER HOUR	65.00
TOTAL	585.00

REPAIR OF ROADWAY, DRIVES AND PARKING AREAS

ITEMS	UNIT BID PRICE
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SELECT GRANULAR FILL, PER C.Y.	8.75
ASPHALT FOR PAVING REPAIR, PER TON	125.00
CONCRETE REPAIR, 6" THICK, PER S. Y.	59.00
CLAY GRAVEL, PER C. Y.	N/A
WASHED GRAVEL, PER C. Y.	50.00
TOTAL	272.75

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING INSERT A VALVES

ITEMS	UNIT BID PRICE
4" VALVES, PER EACH	4,200.00
6" VALVES, PER EACH	4,500.00
8" VALVES, PER EACH	5,100.00
10" VALVES, PER EACH	11,900.00
12" VALVES, PER EACH	11,900.00
TOTAL	37,600.00

FURNISH SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING

ITEMS	UNIT BID PRICE
SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING, PER CENT	15%
TURBINE OR CENTRIFUGAL PUMP, INVOICE COST PLUS PERCENT FOR HANDLING	15%

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING TAPPING SLEEVES AND VALVES AND CUTTING HOLE

ITEMS	UNIT BID PRICE
4" X 2" SLEEVE AND VALVE, PER EACH	500.00
4" X 4" SLEEVE AND VALVE, PER EACH	1,400.00
6" X 2" SLEEVE AND VALVE, PER EACH	525.00
6" X 4" SLEEVE AND VALVER, PER EACH	1,550.00
8" X 2" SLEEVE AND VALVE, PER EACH	650.00
8" X 4" SLEEVE AND VALVE, PER EACH	1,760.00
8" X 6" SLEEVE AND VALVE, PER EACH	1,825.00
8" X 8" SLEEVE AND VALVE, PER EACH	2,520.00
10" X 2" SLEEVE AND VALVE, PER EACH	800.00
10" X 4" SLEEVE AND VALVE, PER EACH	1,810.00
10" X 6" SLEEVE AND VALVE, PER EACH	1,925.00
10" X 8" SLEEVE AND VALVE, PER EACH	2,465.00
10" X 10" SLEEVE AND VALVE, PER EACH	3,520.00

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12" X 2" SLEEVE AND VALVE, PER EACH	800.00
12" X 4" SLEEVE AND VALVE, PER EACH	1,910.00
12" X 6" SLEEVE AND VALVE, PER EACH	2,130.00
12" X 8" SLEEVE AND VALVE, PER EACH	2,595.00
12" X 10" SLEEVE AND VALVE, PER EACH	3,740.00
12" X 12" SLEEVE AND VALVE, PER EACH	4,915.00
16" X 2" SLEEVE AND VALVE, PER EACH	900.00
16" X 4" SLEEVE AND VALVE, PER EACH	2,126.00
16" X 6" SLEEVE AND VALVE, PER EACH	2,493.00
16" X 8" SLEEVE AND VALVE, PER EACH	3,195.00
16" X 10" SLEEVE AND VALVE, PER EACH	4,370.00
16" X 12" SLEEVE AND VALVE, PER EACH	5,400.00
16" X 16" SLEEVE AND VALVE, PER EACH	13,350.00
20" X 4" SLEEVE AND VALVE, PER EACH	3,110.00
20" X 6" SLEEVE AND VALVE, PER EACH	3,200.00
20" X 8" SLEEVE AND VALVE, PER EACH	3,450.00
20" X 10" SLEEVE AND VALVE, PER EACH	4,700.00
20" X 12" SLEEVE AND VALVE, PER EACH	4,900.00
20" X 16" SLEEVE AND VALVE, PER EACH	14,167.00
TOTAL	102,707.00

GRAND TOTAL BID PRICE	194,694.68
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FILED

FEB 23 2012

EDDIE B. WATERS, CITY CLERK
Deputy Clerk

C. J. MORGAN, INC.

NAME OF COMPANY

292 EATONVILLE ROAD

STREET/P.O. ADDRESS

HATTIESBURG, MS 39401

CITY/STATE & ZIP CODE

601-544-3192

PHONE NUMBER & FAX NUMBER

FEBRUARY 23, 2012

DATE OF BID

002840 MC

CERTIFICATE OF RESPONSIBILITY NO.

C. BRUCE MORGAN - PRESIDENT

OFFICIAL'S NAME & TITLE

C. Bruce Morgan

OFFICIAL'S SIGNATURE

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE
LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

BID TABULATION

ITEM	PINE BELT INDUSTRIAL SUPPLY	S & N AIROFLO
15 H.P. MOTORS	NB	794.00 *
10 H.P. MOTORS	439.77 *	554.00 , *
RBX048-2 BELT	18.36 *	29.30
RBX042-2 BELT	16.28 *	26.50
RBX040-2 BELT	21.21 *	NB
2B8.6 SK QD SHEAVE	33.69 *	NB
2B4.6 SK QD SHEAVE	22.67 *	NB
1-5/16" SK QD BUSHING	11.42 *	NB
1-5/8" SK QD BUSHING	7.38 *	NB
SUMITOMO 215G GEAR REDUCER 14:1 RA	1,306.50 *	1698.00
2-15/16" X 9" LONG SHAFT	NB	705.00 *
3-7/16" PLASTIC BEARING	NB	119.80 *
2 15/16" X 3 7/16" BRONZE BUSHING	NB	57.60 *
3 7/16" LOCK COLLAR	NB	37.80 *
22" X 8' ALUMINUM FLOATS	NB	634.00 *
25" X 8' ALUMINUM FLOATS	NB	719.00 *
27" X 8' ALUMINUM FLOATS	NB	741.00 *

* primary

** alt.

Mark L. Pontwell
3/12/2012

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ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		No Bid
10 H.P. Motors	Brooks Crompton / TA4N010-4	\$ 439.77
RBX048-2 Belt (or equivalent)	Goodyear / 2/BX48	\$ 18.36
RBX042-2 Belt (or equivalent)	Goodyear / 2/BX42	\$ 16.28
RBX040-2 Belt (or equivalent)	Carlisle / RBX40-2	\$ 21.21
2B8.6 SK QD Sheave	Maurey / 2B8.6 SK	\$ 33.69
2B4.6 SK QD Sheave	Maurey / 2B4.6 SDS	\$ 22.67
1-5/16" SK QD Bushing	Maurey / SK x 1-5/16	\$ 11.42
1-5/8" SK QD Bushing	Maurey / SDS x 1-5/8	\$ 7.38
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)	Sumitomo / HSM215G-14	\$ 1306.50
2-15/16" x 9" long shaft		No Bid
3-7/16" plastic bearing		No Bid
2 15/16" x 3 7/16" Bronze Bushing		No Bid
3 7/16" Lock Collar		No Bid
22" x 8' Aluminum floats		No Bid
25" x 8' Aluminum floats		No Bid
27" x 8' Aluminum floats		No Bid
TOTAL BID PRICE		

FILED

FEB 23 2012

By EDDIE H. WILKINS, CITY CLERK
Deputy Clerk

Pine Belt Industrial Supply
NAME OF COMPANY

1406 Corinne St / P.O. Box 32
STREET/P. O. ADDRESS

Page 5

Hattiesburg MS 39401
CITY/STATE & ZIP CODE

601-583-2005 / 601-583-2015
PHONE NUMBER & FAX NUMBER

2/23/2012
DATE OF BID

John R. Hyde Mgr
OFFICIAL'S NAME & TITLE

John R. Hyde, Mgr
OFFICIAL'S SIGNATURE

FILED

FEB 23 2012

EDDIE B. MYERS, CITY CLERK
By: Deputy Clerk

(VU)

Page 4

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE
HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors	US-U15P2D	794 ⁰⁰
10 H.P. Motors	US-U10P2D	554 ⁰⁰
RBX048-2 Belt (or equivalent)	WWDX-2RBX48K	29.30
RBX042-2 Belt (or equivalent)	WWDX-2RBX42K	26.50
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)	SU-H5M215G14/1 gear SU-TGB215G/BUSH	1698 ⁰⁰
2-15/16" x 9" long shaft	DESHAFT 11	\$705 ⁰⁰
3-7/16" plastic bearing	SPL-B-BLOCK55	\$119 ⁸⁰
2-15/16" x 3-7/16" Bronze Bushing	WWDB-4755.40	\$57 ⁶⁰
3-7/16" Lock Collar	WWDB-C-343	\$37 ⁸⁰
22" x 8' Aluminum floats	WAF2208 F	\$634 ⁰⁰
25" x 8' Aluminum floats	WAF2508 F	\$719 ⁰⁰
27" x 8' Aluminum floats	WAF2708 F	\$741 ⁰⁰
TOTAL BID PRICE		

SAN AIROFLO, Inc
NAME OF COMPANY

10115 YC AMORE
STREET/P.O. ADDRESS

GREENWOOD, MS 38930



City of Hattiesburg, MS

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

Master

File Number: 2012-0599

File ID: 2012-0599

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Receivng and Accepting Bids for Term Bid Item #26 -
Sanitary Sewer Line and Storm Sewer Repair or
Replacement and New Installation as Provided
Herein for the Public Services Department

Final Action:

Minute Book Number: MB2012-1/89

Title:

Acknowledge Receipt of Bids received on March 8, 2012 for Term Bid Item #26 - Sanitary Sewer Line and Storm Sewer Repair or Replacement and New Installation as Provided Herein for the Public Services Department and award the bid as per recommendation as the only bid received.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-PS Term Bid #26.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0599

Title

Acknowledge Receipt of Bids received on March 8, 2012 for Term Bid Item #26 - Sanitary Sewer Line and Storm Sewer Repair or Replacement and New Installation as Provided Herein for the Public Services Department and award the bid as per recommendation as the only bid received.

Summary

Receivng and Accepting Bids for Term Bid Item #26 - Sanitary Sewer Line and Storm Sewer Repair or Replacement and New Installation as Provided Herein for the Public

Services Department



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: March 9, 2012

SUBJECT: Term Bids

After review of the bids received on March 8, 2012 for purchases of commodities required in the operation of the Public Services Department, it is my recommendation that the following actions be taken in acceptance of bids for the following item:

Item # 26 - Sanitary Sewer Line and Storm Sewer Repair or Replacement and New Installation as Provided Herein - Accept the bid of CJ Morgan, Inc. as the only bid received.

Should you have any questions concerning this recommendation, please contact my office.

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ITEM #26 - SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

SECTION I

PVC SOLID WALL PIPE SDR 26, RUBBER GASKET JOINTS, ASTM D 3034

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
1	8" SEWER PIPE	33.00	35.00	40.00	42.00	43.00	45.00	50.00	61.00	68.00
2	10" SEWER PIPE	36.00	38.00	41.00	44.00	45.00	47.00	51.00	64.00	70.00
3	12" SEWER PIPE	39.00	44.00	45.00	47.00	49.00	51.00	56.00	68.00	74.00
4	15" SEWER PIPE	46.00	48.00	51.00	54.00	57.00	59.00	63.00	75.00	81.00
5	18" SEWER PIPE	54.00	56.00	59.00	62.00	64.00	71.00	76.00	83.00	89.00
TOTAL		208.00	221.00	237.00	249.00	258.00	273.00	297.00	351.00	382.00

SECTION II

CONCRETE PIPE FOR SANITARY SEWER, CLASS III, "O" RING TYPE JOINT, "O" RING TO MEET ASTM DESIGNATION C 443. SEWER PIPE TO BE COATED INSIDE WITH TWO COMPONENT COAL TAR EPOXY APPROVED BY CITY ENGINEER.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
6	18" SEWER PIPE	64.00	66.00	69.00	71.00	75.00	78.00	82.00	86.00	95.00
7	21" SEWER PIPE	72.00	74.00	77.00	79.00	83.00	86.00	90.00	94.00	100.00
8	24" SEWER PIPE	83.00	85.00	88.00	90.00	94.00	97.00	101.00	105.00	110.00
9	30" SEWER PIPE	105.00	107.00	110.00	113.00	116.00	120.00	130.00	140.00	160.00
10	36" SEWER PIPE	135.00	137.00	140.00	145.00	155.00	165.00	180.00	200.00	240.00
TOTAL		459.00	469.00	484.00	497.00	523.00	546.00	583.00	625.00	705.00

SECTION III

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111).

PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 50.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
11	18" SEWER PIPE	103.00	105.00	108.00	110.00	114.00	117.00	121.00	125.00	130.00
12	21" (20) SEWER	107.00	109.00	112.00	114.00	118.00	121.00	125.00	129.00	134.00
13	24" SEWER PIPE	128.00	130.00	133.00	135.00	139.00	143.00	146.00	150.00	160.00
14	27" SEWER PIPE					N/A				
15	30" SEWER PIPE	175.00	179.00	183.00	187.00	193.00	197.00	212.00	227.00	252.00
16	36" SEWER PIPE	221.00	226.00	231.00	246.00	256.00	276.00	286.00	316.00	336.00
TOTAL		734.00	747.00	771.00	793.00	820.00	863.00	885.00	957.00	1077.00

SECTION IV

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111)
PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE,
BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 51.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
17	18" SEWER PIPE	111.00	113.00	116.00	118.00	122.00	125.00	129.00	133.00	138.00
18	21" (20) SEWER	114.00	116.00	119.00	121.00	125.00	128.00	132.00	136.00	142.00
19	24" SEWER PIPE	137.00	139.00	142.00	144.00	147.00	151.00	155.00	159.00	169.00
20	27" SEWER PIPE					N/A				
21	30" SEWER PIPE	187.00	189.00	194.00	199.00	205.00	219.00	229.00	249.00	269.00
22	36" SEWER PIPE	236.00	242.00	251.00	261.00	271.00	291.00	311.00	331.00	352.00
TOTAL		785.00	798.00	833.00	849.00	870.00	914.00	956.00	1008.00	1075.00

SECTION V

PRECAST REINFORCED CONCRETE MANHOLES, INCLUDING CONE SECTIONS, RISER, PRECAST BOTTOM,
COATED CORROSION RESISTANT STEPS, MANHOLE FRAME & COVER AS MANUFACTURED BY DEWS
FOUNDRY, MODEL DF-25 J.S. 400 POUNDS, MARKED "SEWER", OR EQUAL. MANHOLES TO BE COATED
INSIDE WITH TWO COMPONENT COAL TAX EPOXY. PRICE TO INCLUDE COMPLETE MANHOLE FOR DEPTH
SHOWN.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
23	48" DIAMETER	453.00	478.00	490.00	529.00	516.00	588.00	530.00	542.00	562.00
24	60" DIAMETER	530.00	441.00	400.00	350.00	350.00	320.00	370.00	370.00	370.00
25	72" DIAMETER	687.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00	570.00
TOTAL		1670.00	1389.00	1310.00	1449.00	1436.00	1478.00	1470.00	1482.00	1502.00

SECTION VI

WYES OR TEES

WYES SHALL BE OF STANDARD MANUFACTURED AND SHALL BE THE SAME TYPE AND STRENGTH CLASSIFICATION OF PIPE WITH WHICH THEY ARE TO BE USED. SHALL INCLUDE 1/8 BEND.

PRICE QUOTED EACH					
ITEM NO	SIZE	MATERIAL			
		PVC	CONCRETE	DUCTILE CL50	DUCTILE CL61
26	8 X 6	100.00	N/A	N/A	N/A
27	10 X 6	300.00	N/A	N/A	N/A
28	12 X 6	250.00	N/A	N/A	N/A
29	15 X 6	350.00	N/A	N/A	N/A
30	18 X 6	700.00	350.00	350.00	350.00
31	21 X 6	N/A	350.00	350.00	350.00
32	24 X 6	N/A	350.00	350.00	350.00
33	27 X 6	N/A	350.00	350.00	350.00
34	30 X 6	N/A	350.00	350.00	350.00
35	36 X 6	N/A	350.00	350.00	350.00
TOTAL		1600.00	1100.00	1100.00	1100.00

SECTION VII

FLEXIBLE MANHOLE CONNECTION

FLEXIBLE MANHOLE CONNECTION SHALL BE KOR-N-SEAL AS MANUFACTURED BY NPC SYSTEMS, INC., PRESS-SEAL PSX AS MANUFACTURED BY PROFESSIONAL GASKET CORPORATION, OR APPROVED EQUAL AND SHALL MEET ASTM DESIGNATION C-923.

PRICE QUOTED EACH		
ITEM NO	DESCRIPTION	UNIT PRICE
36	8" FLEXIBLE CONNECTION	52.00
37	10" FLEXIBLE CONNECTION	60.00
38	12" FLEXIBLE CONNECTION	70.00
39	15" FLEXIBLE CONNECTION	80.00
40	18" FLEXIBLE CONNECTION	120.00
41	21" FLEXIBLE CONNECTION	140.00
42	24" FLEXIBLE CONNECTION	151.00
43	27" FLEXIBLE CONNECTION	N/A
44	30" FLEXIBLE CONNECTION	171.00
45	36" FLEXIBLE CONNECTION	188.00
TOTAL		1032.00

SECTION VIII

COMMON ITEMS

ITEM NO	DESCRIPTION	UNIT	PRICE
46	6" SEWER SERVICE INCLUDING BENDS	LF	22.00
47	INSTALL CLEAN-OUT, COMPLETE AND CONNECT EXISTING CUSTOMER SERVICE	EACH	180.00
48	CONNECT NEW LINE INTO EXISTING MANHOLE	EACH	450.00
49	RECONSTRUCT INVERT IN EXISTING MANHOLE	EACH	375.00

50	DROP CONNECTION TO MANHOLE	PER FT OF	45.00
51	WELL POINTING IF NEEDED AND DIRECTED BY CITY ENGINEER	LF	1.00
52	WASH GRAVEL FOR PIPE BEDDING	CUBIC YARD	50.00
53	SELECT BACKFILL, NON-PLASTIC MATERIAL	CUBIC YARD	8.75
54	SELECT BACKFILL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	5.00
55	CLAY GRAVEL FOR ROAD REPAIR	CUBIC YARD	N/A
56	CLAY GRAVEL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	5.00
57	REMOVE AND REPLACE CURB AND GUTTER	LF	30.00
58	REMOVE AND REPLACE 4" THICK CONCRETE DRIVES OR WALKS	SY	52.00
59	REMOVE AND REPLACE 6" THICK CONCRETE DRIVES OR WALKS	SY	59.00
60	HOT MIX ASPHALT FOR ROAD REPAIRS	TON	125.00
61	MILLED ASPHALT FOR TEMPORARY ROAD REPAIRS	TON	N/A
62	TOPSOIL FOR YARD REPAIR	CUBIC YARD	21.00
63	BY PASS PUMPING	LF	10.00
64	CLEARING & GRUBBING	PER ACRE	1680.00
65	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, CAT D-5 OR EQUAL	PER HOUR	95.00
66	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL	PER HOUR	85.00
67	VACUUM TRUCK RENTAL WITH OPERATOR PER 8 HOUR DAY	PER HOUR	85.00
68	ASPHALT OVERLAY OF STREET WHERE SEWER LINE REPLACED	PRICE PER TON	110.00
69	CRAWLER TRACK HOE RENTAL INCLUDING OPERATOR, FUEL AND MAINTENANCE	PER HOUR	105.00
70	VIBRATING SHEEP FOOT ROLLER	PER HOUR	60.00
70A	SMALL VIBRATING SHEEP FOOT ROLLER	PER HOUR	50.00
71	12-14 C.Y. TANDEM DUMP TRUCK	PER HOUR	65.00
72	RUBBER TIRE BACKHOE 555E OR EQUAL	PER HOUR	65.00
73	TRUCK WITH DUMP TRAILER 22 TO 24 C.Y.	PER HOUR	70.00
74	REMOVE ASPHALT & CONCRETE	PER SQUARE YD	8.50
75	SAW CUT CONCRETE	PER LF	10.00
76	CRUSHED CONCRETE	PER TON	40.00
76A	3 INCH WATER PUMP	PER DAY	100.00
76B	4 INCH WATER PUMP	PER DAY	150.00
76C	6 INCH WATER PUMP	PER DAY	285.00
76D	SERVICE TRUCK WITH TWO MEN	PER HOUR	95.00
76E	MINI TRACK EXCAVATOR	PER HOUR	65.00
76F	RIP RAP 100# PLUS	PER TON	79.00
76G	STEEL BENTS WITH 2 6" X 8" BEAMS, 20' LONG	EACH	2985.00
76H	ADDITIONAL COST FOR STEEL BENT OVER 20'	LF	228.00
76I	SKID STEER WITH HYDRAULIC BREAKER	PER HOUR	85.00

76J	JET TRUCK FOR LINE CLEANING	PER HOUR	85.00
76K	RUBBER TRACK OFF ROAD DUMP, MINIMUM 5 CYLINDER	PER HOUR	85.00
76L	GRINDER STATION WITH DUAL PUMPS, 60" WET WELL, MAXIMUM 12 FEET DEPTH, MAXIMUM 3 HP PUMPS	EACH	1800.00
76M	SPECIAL FITTINGS AND SUBMERSIBLE PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PERCENT	15%
76N	8 INCH WATER PUMP	PER DAY	350.00
76O	10 INCH WATER PUMP	PER DAY	575.00
76P	12 INCH WATER PUMP	PER DAY	575.00
76Q	MISCELLANEOUS CONCRETE	PER CUBIC YARD	165.00
76R	DRY PIT AND WET PIT SUBMERSIBLE OR CENTRIFUGAL PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PER CENT	15%
76S	SAW CUT ASPHALT ALL DEPTHS	PER LF	8.00
TOTAL			27939.25

SECTION IX

INSTALLATION OF STORM DRAIN OF VARIOUS SIZES AND NECESSARY APPURTENANCES. CONTRACTOR TO FURNISH ALL LABOR AND EQUIPMENT AND CITY OF HATTIESBURG TO PROVIDE ALL MATERIAL INCLUDING PIPE JOINT MATERIALS, INLETS, GRATES, BRICK, BLOCK, CEMENT, SAND AND OTHER ITEMS OF MATERIAL AS NEEDED

ITEM NO	DESCRIPTION	DEPTH IN FEET				
		0/4	4/6	6/8	8/10	10/12
77	12" OR ARCH EQUIVALENT	30.00	30.00	33.00	35.00	40.00
78	15" OR ARCH EQUIVALENT	30.00	30.00	35.00	35.00	44.00
79	18" OR ARCH EQUIVALENT	31.00	31.00	35.00	39.00	42.00
80	21" OR ARCH EQUIVALENT	31.00	31.00	35.00	39.00	42.00
81	24" OR ARCH EQUIVALENT	34.00	34.00	37.00	39.00	44.00
82	27" OR ARCH EQUIVALENT	34.00	34.00	37.00	39.00	44.00
83	30" OR ARCH EQUIVALENT	36.00	36.00	38.00	42.00	48.00
84	36" OR ARCH EQUIVALENT	38.00	38.00	40.00	44.00	51.00
85	42" OR ARCH EQUIVALENT	40.00	40.00	42.00	46.00	54.00
86	48" OR ARCH EQUIVALENT	42.00	42.00	44.00	48.00	56.00
87	54" OR ARCH EQUIVALENT	48.00	48.00	50.00	55.00	61.00
88	60" OR ARCH EQUIVALENT	51.00	51.00	56.00	62.00	70.00
89	72" OR ARCH EQUIVALENT	60.00	60.00	66.00	72.00	88.00
TOTAL		509.00	509.00	546.00	596.00	680.00

90	INLET OR JUNCTION BOX PER FOOT OF DEPTH FOR THE	UNIT	PRICE
a	12", 15" & 18" PIPE SIZES	PER FOOT OF DEPTH	400.00
b	21", 24" & 27" PIPE SIZES	PER FOOT OF DEPTH	475.00
c	30" & 36" PIPE SIZES	PER FOOT OF DEPTH	550.00
d	42" & 48" PIPE SIZES	PER FOOT OF DEPTH	600.00
e	54" & 60" PIPE SIZES	PER FOOT OF DEPTH	800.00
f	72" PIPE SIZE	PER FOOT OF DEPTH	900.00
TOTAL			3725.00

91	LABOR ONLY FOR POURING CONCRETE BOTTOM FOR	UNIT	PRICE
a	12" THRU 24" PIPE	LUMP SUM	275.00

b	27" THRU 42" PIPE	LUMP SUM	350.00
c	48" THRU 72" PIPE	LUMP SUM	425.00
TOTAL			1050.00

92	FURNISHING LABOR, EQUIPMENT AND MATERIAL FOR	UNIT	PRICE
a	2" STEEL CASING	PER LINEAR FOOT	25.00
b	4" STEEL CASING	PER LINEAR FOOT	30.00
c	6" STEEL CASING	PER LINEAR FOOT	42.00
d	8" STEEL CASING	PER LINEAR FOOT	56.00
e	10" STEEL CASING	PER LINEAR FOOT	70.00
f	12" STEEL CASING	PER LINEAR FOOT	96.00
g	14" STEEL CASING	PER LINEAR FOOT	154.00
h	16" STEEL CASING	PER LINEAR FOOT	189.00
i	18" STEEL CASING	PER LINEAR FOOT	215.00
j	20" STEEL CASING	PER LINEAR FOOT	237.00
k	24" STEEL CASING	PER LINEAR FOOT	284.00
l	30" STEEL CASING	PER LINEAR FOOT	385.00
m	36" STEEL CASING	PER LINEAR FOOT	448.00
TOTAL			2213.00

SECTION X

MOBILIZATION CHARGE

ITEM NO	PROJECT SIZE	UNIT	PRICE
93	LESS THAN \$10,000	LUMP SUM	500.00
94	\$10,001 TO \$20,000	LUMP SUM	500.00
95	\$20,001 TO \$30,000	LUMP SUM	500.00
96	\$30,001 AND ABOVE	LUMP SUM	500.00
TOTAL			2000.00
THE CITY MAY ADD ADDITIONAL WORK IF THE CONTRACTOR HAS NOT COMPLETED AN EXISTING WORK ORDER BY ISSUING ADDITIONAL PURCHASE ORDERS.			

SECTION XI

INSTALLATION ON PRECAST BOX CULVERTS FURNISHED BY THE CITY

ITEM NO	DESCRIPTION	PRICE PER FOOT
97	4 X 2	95.00
98	4 X 4	85.00
99	6 X 4	100.00
100	8 X 4	150.00
101	10 X 4	175.00
102	6 X 5	110.00
103	8 X 5	175.00
104	10 X 5	200.00
105	6 X 6	140.00
106	8 X 6	200.00
107	10 X 6	250.00
108	8 X 8	250.00
109	10 X 8	300.00
TOTAL		2210.00

SECTION XII

INSTALLING SEWER LINE BY DIRECTIONAL BORING

ITEM NO	DESCRIPTION	PRICE PER FOOT
110	6" HDPE PIPE SDR 11	40.00
111	8" HDPE PIPE SDR 11	53.00
112	10" HDPE PIPE SDR 11	66.00
113	12" HDPE PIPE SDR 11	96.00
114	15" HDPE PIPE SDR 11	125.00
	TOTAL	380.00

CJ Morgan Inc.

NAME OF COMPANY

392 Eatenville Road

STREET/P.O. ADDRESS

Hobbsburg Ms 39401

CITY/STATE & ZIP CODE

601-544-3192/601-583-9955

PHONE NUMBER & FAX NUMBER

3/8/2012

DATE OF BID

02840 P/C

CERTIFICATE OF RESPONSIBILITY NO.

C. Bruce Morgan President

OFFICIAL'S NAME & TITLE

C. Bruce Morgan

OFFICIAL'S SIGNATURE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Regions Insurance, Inc. 1020 Highland Colony Parkway Suite 302 Ridgeland, MS 39157	CONTACT NAME: PHONE (A/C, No, Ext): 601 790-8500 FAX (A/C, No): 601-790-8558 E-MAIL ADDRESS:																					
INSURED C J Morgan Inc 292 Eatonville Rd. Hattiesburg, MS 39401	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Valley Forge Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Continental Casualty Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Safety National Casualty Corp.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Valley Forge Insurance Company		INSURER B:	Continental Casualty Co.		INSURER C:	Safety National Casualty Corp.		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		2089079247	04/03/2011	04/03/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		2089079281	04/03/2011	04/03/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		2089079328	04/03/2011	04/03/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SP2K08MS Ms. Benefits Only	07/01/2011	07/01/2012	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	MS AGC WCF, Inc. DBA COMPTTrust AGC		SP2K08MS \$750,000 SIR \$1,000,000 EL	07/01/2011	07/01/2012	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This Worker's Compensation Coverage provides for the payment of benefits under the Laws of the State of Mississippi only. No Federal (USL&H, Jones Act)
Re: Annual Sewer and Storm Drain Bid

CERTIFICATE HOLDER

CANCELLATION

City of Hattiesburg P. O. Box 1898 Hattiesburg, MS 39401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William L. Painter</i>
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C. J. MORGAN, INC.
292 EATONVILLE ROAD
HATTIESBURG, MS 39401
EQUIPMENT LIST FOR 2012

EXCAVATORS	9 EA
MINI EXCAVATORS	4 EA
RUBBER TIRE BACKHOES	7 EA
FRONT END LOADERS	2 EA
DOZERS	7 EA
MOTOR GRADER	1 EA
SHEEPFOOT ROLLER	2 EA
SELF PROPELLED COMPACTOR	3 EA
MYERS SEWER LINE CLEANER	1 EA
2000 GALLON VACUUM TRUCK	1 EA
3300 GALLON VACUUM TRUCK	1 EA
GRAVEL BOXES	2 EA
TRENCH BOXES	8 EA
MANHOLE BOXES	2 EA
SHEETING & PILING	LOT
3" BYPASS PUMPS	4 EA
6" BYPASS PUMPS	2 EA
6" VACUUM ASSISTED BY-PASS PUMP	1 EA
8" VACUUM ASSISTED BY-PASS PUMP	1 EA
6" WELL POINT SYSTEMS	2 EA
AIR PLUGS SIZES FROM 4" TO 36"	LOT
LIGHT TOWER	1 EA
PORTABLE AIR COMPRESSORS	2 EA
ASPHALT CUTTER	1 EA
SKID STEER W/HYDRAULIC BREAKER	1 EA
TANDUM DUMP TRUCKS	5 EA
24 yd DUMP TRAILER	1 EA
PIPE LASERS	7 EA
DIRECTIONAL BORE UNITS	4 EA
RUBBER TRACK OFF ROAD DUMP	2 EA
SELF PROPELED CONCRETE SAW	1 EA
SELF PROPELLED BROOM	1 EA
ASPHALT DISTRIBUTION TRUCK	1 EA
STEEL WHEEL ROLLERS	3 EA
RUBBER TIRE ROLLERS	1 EA
ASPHALT PAVER	1 EA
CURB & GUTTER MACHINES	2 EA

HOT TAP EQUIPMENT:

MUELLER B-100 TAPPING MACHINE ¾" - 1"	1 EA
MUELLER E-5 TAPPING MACHINE ¾" - 2"	1 EA
ROMAC TAPPING MACHINE 4" - 12"	1 EA
ROMAC VALVE INSERTION MACHINE 4" - 12"	1 EA
ICS HYDRALIC SAW	1 EA
TRENCHERS	4 EA



City of Hattiesburg, MS

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

Master

File Number: 2012-0613

File ID: 2012-0613

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Rejecting bid for Public Services Term Bid Item
#29-Rehabilitation of Manhole Interior Surfacing
Systems

Final Action:

Minute Book Number: MB2012-1/89

Title:

Acknowledge bid received February 16, 2012 for Public Services Term Bid Item #29-Rehabilitation of Manhole Interior Surfacing Systems from Slaughter Construction and Reject the bid because it does not meet the City's advertised specifications.

Notes:

Sponsors:

Enactment Date:

Attachments: 03-20-PS Term Bid #29 Reject.pdf

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0613

Title

Acknowledge bid received February 16, 2012 for Public Services Term Bid Item #29-Rehabilitation of Manhole Interior Surfacing Systems from Slaughter Construction and Reject the bid because it does not meet the City's advertised specifications.

Summary

Rejecting bid for Public Services Term Bid Item #29-Rehabilitation of Manhole Interior Surfacing Systems



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: March 13, 2012

SUBJECT: Term Bid Item #29-Rehabilitation of Manhole Interior Surfacing Systems

On February 16, 2012, one bid was received from Slaughter Construction Company, Inc. for furnishing the above referenced items. Per Matt Boutwell, Director of the Water Plant, the type of cementitious lining that Slaughter bid does not meet the City's advertised specifications. Therefore, I wish to recommend the Council reject the bid.

Please call should you have any questions concerning this recommendation.

SLAUGHTER CONSTRUCTION COMPANY, INC

613 Gulf Shores Parkway Suite 101 36542
P.O. Box 2758 Gulf Shores, AL 36547

Telephone 251-948-7222
Facsimile 251-948-2256
www.slaughterconstruction.com

February 16, 2012

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

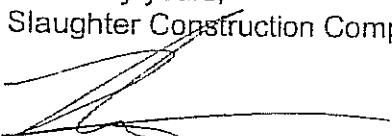
Re: Item #29-Rehabilitation of Manhole Interior
Surfacing System For The Public
Services Department

Dear Sirs or Madam:

Attached is our bid for item no. 29. The bid is based upon using Strong Seal cementitious lining which is an equal corrosion barrier to the Spectrashield product that was awarded for the 2007 bid. Additionally this quote allows use of structural thickness of SprayWall urethane in lieu of fiberglass liners as was awarded to our firm in prior years.

If you need any further information, please let us know.

Sincerely yours,
Slaughter Construction Company, Inc.


Robert L. Slaughter
President

Enclosures

*Cementitious does not meet
Pg. 1 epoxy*

*Urethane is not same as
fiberglass (thickness)*

FILED

FEB 16 2012

EDDIE R. MYERS, CITY CLERK
Deputy Clerk

Void

*Mark L. Bortwell
3/12/2012*

ITEM #29 - REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS FOR
THE PUBLIC SERVICES DEPARTMENT

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BID FORM

MANHOLE REHABILITATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	TOTAL AMOUNT \$
1	48" DIA MANHOLE REHABILITATION WITH 100 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	176.00	17600.00
2	48" DIA MANHOLE REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	176.00	17600.00
3	48" DIA MANHOLE REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	176.00	17600.00
4	48" DIA MANHOLE REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	176.00	17600.00
5	48" DIA MANHOLE REHABILITATION WITH PTL5-6600 FIBERGLASS LINER	VF	100	418.00	41800.00
6	48" DIA MANHOLE REHABILITATION WITH PTL5-6800 FIBERGLASS LINER	VF	100	440.00	44000.00
7	60" DIA MANHOLE REHABILITATION WITH 100 MIL 100% SOLIDS EPOXY SYSTEM	LF	100	198.00	19800.00
8	60" DIA MANHOLE REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	198.00	19800.00
9	60" DIA MANHOLE REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	198.00	19800.00
10	60" DIA MANHOLE REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	198.00	19800.00
11	60" DIA MANHOLE REHABILITATION WITH PTL5-6600 FIBERGLASS LINER	VF	100	363.00	36300.00
12	60" DIA MANHOLE REHABILITATION WITH PTL5-6800 FIBERGLASS LINER	VF	100	429.00	42900.00
13	72" DIA MANHOLE REHABILITATION WITH 100 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	264.00	26400.00
14	72" DIA MANHOLE REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	264.00	26400.00
15	72" DIA MANHOLE REHABILITATION WITH 200 MIL	VF	100	264.00	26400.00

Page 4

	100% SOLIDS EPOXY SYSTEM				
16	72" DIA MANHOLE REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	100	264.00	26400.00
17	72" DIA MANHOLE REHABILITATION WITH PTL5-5600 FIBERGLASS LINER	VF	100	517.00	51700.00
18	72" DIA MANHOLE REHABILITATION WITH PTL5-6800 FIBERGLASS LINER	VF	100	528.00	52800.00
TOTAL BID PRICE				\$	524700.00

RELATED SERVICES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	TOTAL AMOUNT \$
19	RESETTING EXISTING FRAMES AND COVERS	EA	10	880.00	8800.00
20	LOCATING AND RAISING EXISTING MANHOLE FRAMES AND COVERS	VF	100	385.00	38500.00
TOTAL BID PRICE					47300.00

BENCH & INVERT REPAIR

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	TOTAL AMOUNT \$
21	48" MANHOLE	EA	5	330.00	1650.00
22	60" MANHOLE	EA	5	440.00	2200.00
23	72" MANHOLE	EA	5	550.00	2750.00
TOTAL BID PRICE				\$	6600.00

GROUT

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	TOTAL \$
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NO.					AMOUNT
24	SOIL STABILIZATION OF MANHOLE EXTERIOR	GAL	5000	2.20	\$ 11000.00

WET WELL REHABILITATION

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE \$	TOTAL AMOUNT \$
26	48" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	286.00	14300.00
26	48" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	286.00	14300.00
27	48" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	286.00	14300.00
28	60" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	352.00	17600.00
29	60" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	352.00	17600.00
30	60" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	352.00	17600.00
31	72" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	418.00	20900.00
32	72" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	418.00	20900.00
33	72" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	418.00	20900.00
34	84" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	550.00	27500.00
35	84" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	550.00	27500.00
36	84" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	550.00	27500.00
37	96" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	616.00	30800.00
38	96" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	616.00	30800.00
39	96" DIA WET WELL REHABILITATION WITH 250 MTL 100%	VF	50	616.00	30800.00

24

	SOLIDS EPOXY SYSTEM				
40	108" DIA WET WELL REHABILITATION WITH 150 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	660.00	33000.00
41	108" DIA WET WELL REHABILITATION WITH 200 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	660.00	33000.00
42	108" DIA WET WELL REHABILITATION WITH 250 MIL 100% SOLIDS EPOXY SYSTEM	VF	50	660.00	33000.00
TOTAL BID PRICE				\$	432300.00

GRAND TOTAL BID PRICE	\$ 1,021,900.00
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Slaughter Construction Company Inc
NAME OF COMPANY

P.O. Box 2758
STREET/P.O. ADDRESS

Gulf Shores, AL 36547
CITY/STATE & ZIP CODE

251-948-7222 251-948-2256
PHONE NUMBER & FAX NUMBER

February 16, 2012
DATE OF BID

Robert L. Slaughter - President
OFFICIAL'S NAME & TITLE

[Signature]
OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #29: REHABILITATION OF MANHOLE INTERIOR SURFACING
SYSTEMS FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing Rehabilitation of Manhole Interior Surfacing Systems for the Public Services Department which meets or exceeds the following specifications, to-wit:

(DETAILED SPECIFICATIONS ENCLOSED)

Bidder will be properly licensed within the State of Mississippi for sewer construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars (\$1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2012, and ending March 31, 2014, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid

SEALED bids will be received until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID
REHABILITATION OF MANHOLE INTERIOR SURFACING
SYSTEMS FOR THE PUBLIC SERVICES DEPARTMENT, ITEM #29
SUBMITTED BY 10:00 A.M. FEBRUARY 16, 2012
CERTIFICATE OF RESPONSIBILITY NO. _____**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 17th day of January A. D., 2012.

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC SERVICES DEPARTMENT

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS

PART I - GENERAL

PRODUCT DESCRIPTION: The manhole lining system shall be a spray-applied 100% solids epoxy monolithic surfacing system for use in rehabilitation of sewer manholes. The 100% solids epoxy lining system shall be one of the following products:

- Warren Environmental System 100% Solids Epoxy
- Or Equal

In order to be considered as an equal a product will have the following minimum characteristics as measured by the applicable ASTM standards referenced herein:

Minimum Compressive Strength	12,000 psi
Minimum Tensile Strength	7,200 psi
Minimum Flexural Strength	13,000 psi
Minimum Bond Strength	900 psi
Minimum Corrosion Resistance	suitable for environments PH of .5 or higher

Note: Equal products must be approved a minimum of three weeks prior to bid date. In order for a product to be considered equal the final product must be tested to meet or exceed the minimum standards included in this specification. A bonded third-party testing company must perform the testing. A contractor that has been licensed and trained by the manufacturer must install all products.

Prior pre-approval is required to determine if the prospective product may be bid on this project. Without prior pre-approval within the specified time frame a product may be rejected as unacceptable. This time frame allows the Engineer ample time to determine if the proposed product is an acceptable alternative.

Interior Surfacing System

This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation and testing of a field applied unique monolithic interior manhole surfacing system.

The use of specialized application equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system.

Product application requirements and procedures described include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.

REFERENCES

ASTM D638 - Tensile Properties of Plastics.
ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
ASTM D695 - Compressive Properties of Rigid Plastics.
ASTM D4541 - Pull-off Strength of Coatings Using a Portable adhesion Tester.
ASTM D2584 - Volatile Matter Content.
ASTM D2240 - Durometer Hardness, Type D.
ASTM D543 - Water Vapor Transmission of Organic Coating Films.
ASTM D543 - Resistance of Plastics to Chemical Reagents.
ASTM C297 - Flatwise Tensile Strength of Sandwich Constructions.
ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SUBMITTALS

All submittals shall be submitted in accordance to the applicable portions of these specifications.

Qualification and Performance Responsibility of Applicator:

The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic surfacing manufacturer and specialized equipment supplier.

QUALITY ASSURANCE

Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NACE standards.

Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

DELIVERY, STORAGE, AND HANDLING

Materials are to be kept dry, protected from weather and stored under cover and stored between 50 deg F and 100 deg F. Materials should not be stored near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

PART 2 - PRODUCTS AND APPLICATION EQUIPMENT

Definitions

Manhole Rehabilitation, Class A: Minimum damage, appropriate thickness of 100% solids epoxy monolithic surfacing system

Manhole Rehabilitation, Class B: Damage consists of missing mortar out from between bricks in brick manholes or exposed concrete aggregate in precast concrete manholes, appropriate thickness of 100% solids epoxy monolithic surfacing

Manhole Rehabilitation, Class C: Damage consists of missing bricks, infiltration, and/or exposed reinforcing steel, appropriate thickness of 100% solids epoxy monolithic surfacing

INTERIOR SURFACING SYSTEM

The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

The finished system shall provide the following minimum coverage:

Manhole Rehabilitation - Class A	See Recommended Project Specification
Manhole Rehabilitation - Class B	See Recommended Project Specification
Manhole Rehabilitation - Class C	See Recommended Project Specification

The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas, and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.

The system shall be compatible with the thermal conditions of the existing sewer manhole surfaces.

PROTECTIVE COATING APPLICATION EQUIPMENT

Heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

PART 3 - EXECUTION

PRE-COAT INSPECTION

The applicators vehicles and equipment must be able to access the structures to be coated under their own power.

All surfaces including benches, inverts, joints, lift holes and walls shall be made smooth and suitable for application of the interior surfacing system. All benches and inverts shall be in place and complete.

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

Installation of the protective coating shall not commence until the concrete substrate has properly cured.

SURFACE PREPARATION

Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including: all oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. The first procedure upon entering each structure will be to blast all specified surfaces by low pressure water cleaning as defined by NACE Standard 5. When all loose or contaminated debris has been removed, the surface will be acid etched with a 20% murratic acid solution to clean and open the pores of the substrate. Then the surface shall be water blasted by the use of a hand held wand again. The wash water shall include a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on or in the surface. The surface will be tested at this point to ensure that the pH is within acceptable limits (not to exceed 8.5). These tests will be performed with litmus paper on various areas within the structure. All test results will be retained for review by the Engineer.

Surfaces that require additional cleaning or profiling will be prepared by abrasive blast to rough the surface sufficient to obtain and ensure adequate bonding of the system. A minimum surface profile of 8-10 mils or 10% of the total recommended coating system thickness must be achieved to assure proper adhesion. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete. Whichever methods are used, they shall be performed in a manner that provides a uniform, sound clean surface that is not excessively damaged.

Active water infiltration shall be stopped by using a cementitious water plug or hydroactive grout that is compatible and suitable for topcoating with the specified monolithic surfacing system.

APPLICATION OF FIELD APPLIED INTERIOR SURFACING SYSTEM

Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

The specified materials must be applied by an approved installer of the monolithic surfacing system.

All specified concrete and smooth surfaces shall be lined with the monolithic surfacing system to provide a thickness as previously specified based on the condition of the existing structure. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in accordance with the recommendations of the monolithic surfacing system manufacturer. Specially designed spray and/or spincast application equipment shall be used to apply each coat of the system.

TESTING AND INSPECTION

During application a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

After a minimum of 24 hours following completion, the lining system shall be spark tested to assure a pinhole-free lining. Defects must be patched per the manufacturer's instructions. The test voltage shall be a minimum 6,000 volts. The holiday detector shall be a Tinker Razor Model AP/W or an approved equal. The applicator may enlist the services of an independent certified NACE inspector if desired.

The Engineer and Applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

END OF SECTION

TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR NEW MANHOLE & WET WELL INTERIOR SURFACING SYSTEMS

PART I - GENERAL

PRODUCT DESCRIPTION: The manhole lining system shall be a field-applied 100% solids epoxy monolithic surfacing system for use in coating of new manholes and wet wells. The 100% solids epoxy lining system shall be one of the following products:

- Warren Environmental System 100% Solids Epoxy
- Or Equal

In order to be considered as an equal a product will have the following minimum characteristics as measured by the applicable ASTM standards referenced herein:

Minimum Compressive Strength	12,000 psi
Minimum Tensile Strength	7,200 psi
Minimum Flexural Strength	13,000 psi
Minimum Bond Strength	900 psi
Minimum Corrosion Resistance	suitable for environments PH of .5 or higher

Note: Equal products must be approved a minimum of three weeks prior to bid date. In order for a product to be considered equal the final product must be tested to meet or exceed the minimum standards included in this specification. A bonded third party testing company must perform the testing. A contractor that has been licensed and trained by the manufacturer must install all products.

Prior pre-approval is required to determine if the prospective product may be bid on this project. Without prior pre-approval within the specified time frame a product may be rejected as unacceptable. This time frame allows the Engineer ample time to determine if the proposed product is an acceptable alternative.

INTERIOR SURFACING SYSTEM

This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation and testing of a field applied unique monolithic interior manhole surfacing system.

The use of specialized application equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system.

Product application requirements and procedures described include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.

REFERENCES

ASTM D638 – Tensile Properties of Plastics.
ASTM D790 – Flexural Properties of Unreinforced and Reinforced Plastics.
ASTM D695 – Compressive Properties of Rigid Plastics.
ASTM D4541 – Pull-off Strength of Coatings Using a Portable adhesion Tester.
ASTM D2584 – Volatile Matter Content.
ASTM D2240 – Durometer Hardness, Type D.
ASTM D543 – Water Vapor Transmission of Organic Coating Films.
ASTM D543 – Resistance of Plastics to Chemical Reagents.
ASTM C297 – Flatwise Tensile Strength of Sandwich Constructions.
ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE – The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SUBMITTALS

All submittals shall be submitted in accordance to the applicable portions of these specifications.

Qualification and Performance Responsibility of Applicator:

The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic surfacing manufacturer and specialized equipment supplier.

QUALITY ASSURANCE

Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NACE standards.

Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

DELIVERY, STORAGE, AND HANDLING

Materials are to be kept dry, protected from weather and stored under cover and stored between 50 deg F and 100 deg F. Materials should not be stored near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

PART 2 - PRODUCTS AND APPLICATION EQUIPMENT

INTERIOR SURFACING SYSTEM

The system shall be applied in the field after all other work to the manhole is completed. This will insure a monolithic coating across the joints and connections.

The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

The finished system shall provide the following minimum coverage:

Standard Manhole	40 Mils minimum
Force Main Manhole and Minimum 3 Downstream Manholes	60 Mils minimum
New Wet Well	60 Mils minimum

The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

The system shall effectively seal the interior surfaces of the manhole and prevent any penetration or leakage of groundwater infiltration.

The system shall be compatible with the thermal conditions of the existing sewer manhole surfaces.

PROTECTIVE COATING APPLICATION EQUIPMENT

Heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

PART 3 - EXECUTION

PRE-COAT INSPECTION

The applicators vehicles and equipment must be able to access the structures to be coated under their own power.

All surfaces including benches, inverts, joints, lift holes and walls shall be made smooth and suitable for application of the interior surfacing system. All benches and inverts shall be in place and complete.

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

Installation of the protective coating shall not commence until the concrete substrate has properly cured.

SURFACE PREPARATION

Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including: all oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. The first procedure upon entering each structure will be to blast all specified surfaces by low pressure water cleaning as defined by NACE Standard 5. When all loose and/or contaminated debris has been removed, the surface shall be water blasted by the use of a hand held wand again. The wash water shall include a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on or in the surface. The surface will be tested at this point to ensure that the pH is within acceptable limits (not to exceed 8.5). These tests will be performed with litmus paper on various areas within the structure. All test results will be retained for review by the Engineer.

Surfaces that require additional cleaning or profiling will be prepared by abrasive blast to rough the surface sufficient to obtain and ensure adequate bonding of the system. A minimum surface profile of 8-10 mils or 10% of the total recommended coating system thickness must be achieved to assure proper adhesion. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete. Whichever methods are used, they shall be performed in a manner that provides a uniform, sound clean surface that is not excessively damaged.

Active water infiltration shall be stopped by using a cementitious water plug or hydroactive grout that is compatible and suitable for topcoating with the specified monolithic surfacing system.

APPLICATION OF FIELD APPLIED INTERIOR SURFACING SYSTEM

Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

**TECHNICAL REQUIREMENTS AND SPECIFICATIONS FOR WET
WELLS, SUMPS AND LIFT STATIONS MONOLITHIC SURFACING
SYSTEMS**

PART 1 - GENERAL

PRODUCT DESCRIPTION: The lining system shall be a spray-applied 100% solids epoxy monolithic surfacing system for use in rehabilitation of wet wells, sumps & lift stations. The 100% solids epoxy lining system shall be one of the following products:

- Warren Environmental System 100% Solids Epoxy
- Or Equal

In order to be considered as an equal a product will have the following minimum characteristics as measured by the applicable ASTM standards referenced herein:

Minimum Compressive Strength	12,000 psi
Minimum Tensile Strength	7,200 psi
Minimum Flexural Strength	13,000 psi
Minimum Bond Strength	900 psi
Minimum Corrosion Resistance	suitable for environments PH of .5 or higher

Note: Equal products must be approved a minimum of three weeks prior to bid date. In order for a product to be considered equal the final product must be tested to meet or exceed the minimum standards included in this specification. A bonded third party testing company must perform the testing. A contractor that has been licensed and trained by the manufacturer must install all products.

Prior pre-approval is required to determine if the prospective product may be bid on this project. Without prior pre-approval within the specified time frame a product may be rejected as unacceptable. This time frame allows the Engineer ample time to determine if the proposed product is an acceptable alternative.

Interior Surfacing System

This specification covers work, materials, equipment and tools including specially developed application equipment as required for installation and testing of a field applied unique monolithic interior surfacing system.

The use of specialized application equipment combined with rigorous surface preparation requirements shall be used to apply the products without the use of solvents. The equipment adds high heat and pressure to the monolithic surfacing system resulting in a high build and quick set of the completed system.

Product application requirements and procedures described include surface preparation, mixing, application, material handling and storage, qualification of the applicator and application quality control.

REFERENCES

ASTM D638 - Tensile Properties of Plastics.
ASTM D790 - Flexural Properties of Unreinforced and Reinforced Plastics.
ASTM D695 - Compressive Properties of Rigid Plastics.
ASTM D4541 - Pull-off Strength of Coatings Using a Portable adhesion Tester.
ASTM D2584 - Volatile Matter Content.
ASTM D2240 - Durometer Hardness, Type D.
ASTM D543 - Water Vapor Transmission of Organic Coating Films.
ASTM D543 - Resistance of Plastics to Chemical Reagents.
ASTM C297 - Flatwise Tensile Strength of Sandwich Constructions.
ASTM - The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
NACE - The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.

SUBMITTALS

All submittals shall be submitted in accordance to the applicable portions of these specifications.

Qualification and Performance Responsibility of Applicator:

The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application and quality control. Applicator shall provide documentation that Applicator is an approved installer and licensed by the monolithic surfacing manufacturer and specialized equipment supplier.

QUALITY ASSURANCE

Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NACE standards.

Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.

DELIVERY, STORAGE, AND HANDLING

Materials are to be kept dry, protected from weather and stored under cover and stored between 50 deg F and 100 deg F. Materials should not be stored near flame, heat or strong oxidants.

Protective coating materials are to be handled according to their material safety data sheets.

PART 2 - PRODUCTS AND APPLICATION EQUIPMENT

INTERIOR SURFACING SYSTEM

The interior surfacing system shall be continuously bonded to all brick, mortar, concrete, chemical sealant, grout, pipe and other surfaces inside the manhole according to ASTM C882 testing and therefore shall be designed for hydrostatic loading.

The finished system shall provide the following minimum coverage:

Wet Wells	100 Mils minimum
Sumps	100 Mils minimum
Lift Stations	100 Mils minimum

The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer.

When cured, the system shall form a continuous, tight-fitting, hard, impermeable surfacing that is suitable for sewer system service and chemically resistant to any chemicals, bacteria or vapors normally found in domestic sewage.

The system shall effectively seal the interior surfaces of the structure and prevent any penetration or leakage of groundwater infiltration.

The system shall be compatible with the thermal conditions of the existing sewer structure.

PROTECTIVE COATING APPLICATION EQUIPMENT

Heated, plural component, specially designed equipment for use in the spray or spincast application of the specified system approved for use by the monolithic surfacing system manufacturer.

PART 3 - EXECUTION

PRE-COAT INSPECTION

The applicators vehicles and equipment must be able to access the structures to be coated under their own power.

All surfaces including benches, inverts, joints, lift holes and walls shall be made smooth and suitable for application of the interior surfacing system. All benches and inverts shall be in place and complete.

Active flows shall be dammed, plugged or diverted as required to ensure that the liquid flow is maintained below the surfaces to be coated.

Installation of the protective coating shall not commence until the concrete substrate has properly cured.

SURFACE PREPARATION

Applicator shall inspect all surfaces specified to receive the monolithic surfacing system prior to surface preparation. Applicator shall notify Owner of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the monolithic surfacing system.

All concrete that is not sound or has been damaged by chemical exposure shall be restored to a sound concrete surface. All contaminants including: all oils, grease, incompatible existing coatings, waxes, form-release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed.

Surface preparation method(s) shall be based upon the conditions of the substrate and the requirements of the monolithic surfacing system to be applied.

Surfaces to receive protective coating shall be cleaned and abraded to produce a sound concrete surface with adequate profile and porosity to provide a strong bond between the monolithic surfacing system and the substrate. The first procedure upon entering each structure will be to blast all specified surfaces by low pressure water cleaning as defined by NACE Standard 5. When all loose or contaminated debris has been removed, the surface will be acid etched with a 20% muriatic acid solution to clean and open the pores of the substrate. Then the surface shall be water blasted by the use of a hand held wand again. The wash water shall include a dilute solution of chlorine to diminish microbiological bacteria growth and to kill any bacteria residing on or in the surface. The surface will be tested at this point to ensure that the pH is within acceptable limits (not to exceed 8.5). These tests will be performed with litmus paper on various areas within the structure. All test results will be retained for review by the Engineer.

Surfaces that require additional cleaning or profiling will be prepared by abrasive blast to rough the surface sufficient to obtain and ensure adequate bonding of the system. A minimum surface profile of 8-10 mils or 10% of the total recommended coating system thickness must be achieved to assure proper adhesion. Detergent water cleaning and hot water blasting may be necessary to remove oils and grease from the concrete. Whichever methods are used, they shall be performed in a manner that provides a uniform, sound clean surface that is not excessively damaged.

Active water infiltration shall be stopped by using a cementitious water plug or hydroactive grout that is compatible and suitable for topcoating with the specified monolithic surfacing system.

APPLICATION OF FIELD APPLIED INTERIOR SURFACING SYSTEM

Application procedures shall conform to the recommendations of the interior surfacing system manufacturer, including material handling, mixing, and environmental controls during application, safety, and equipment.

The equipment shall be specially designated to accurately ratio and apply the specified materials and shall be regularly maintained and in proper working order.

The specified materials must be applied by an approved installer of the monolithic surfacing system.

All specified concrete and smooth surfaces shall be lined with the monolithic surfacing system to provide a thickness as previously specified based on the condition and type of the existing structure. The cured surfacing shall be monolithic with proper sealing.

The specified materials must be applied by an approved installer of the monolithic surfacing system.

All specified surfaces will be lined with the monolithic surfacing system to provide a minimum total thickness of 40 mils for standard manholes, and 60 mils for force main manholes and new wet wells. The cured surfacing shall be monolithic with proper sealing connections to all unsurfaced areas and shall be placed and cured in conformance with the recommendations of the monolithic surfacing system manufacturer. Specially designed spray and/or spincast application equipment shall be used to apply each coat of the system.

TESTING AND INSPECTION

During application a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used to ensure a monolithic coating and uniform thickness during application.

After a minimum of 24 hours following completion, after a minimum of 24 hours following completion, the lining system shall be spark tested to assure a pinhole-free lining. Defects must be patched per the manufacturer's instructions. The test voltage shall be a minimum 6,000 volts. The holiday detector shall be a Tinker Razor Model AP/W or an approved equal. The applicator may enlist the services of an independent certified NACE inspector if desired.

The engineer and the applicator shall make a final visual inspection. Any deficiencies in the finished system shall be marked and repaired according to the procedures set forth herein by Applicator.

END OF SECTION



City of Hattiesburg, MS

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

Master

File Number: 2012-0609

File ID: 2012-0609

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: Advertisement for Bids for Runway 31 Drainage & Safety Area Improvements

Final Action:

Minute Book Number: MB 2012-1/89

Title:

Authorize Advertisement for Bids for the Runway 31 Drainage & Safety Area Improvements project (AIP No. 3-28-0031-0019-2012).

Notes:

Sponsors:

Enactment Date:

Attachments: Airport Drainage & Safety Area Plans, Advertisement for Bidders

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0609

Title

Authorize Advertisement for Bids for the Runway 31 Drainage & Safety Area Improvements project (AIP No. 3-28-0031-0019-2012).

Summary

Advertisement for Bids for the Runway 31 Drainage & Safety Area Improvements project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger, March 23rd and March 30th, 2012.

INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	LAYOUT PLAN
3	SUMMARY OF QUANTITIES & GENERAL NOTES
4	TYPICAL SECTIONS & SCOPE OF BIDS
5a-5b	AIRPORT SAFETY PLAN
6	EXISTING & DESIGN DRAINAGE MAP
7	DEMOLITION PLAN
8-9	GRADING PLAN
10	SUBSURFACE PIPE & UNDERDRAIN DRAINAGE PLAN
11a-11b	DRAINAGE DETAIL SHEET
12-13	DRAINAGE STRUCTURE PLAN
14	PAVING PLAN
15	TEMPORARY TAXIWAY MARKING PLAN
16	EROSION CONTROL PLAN
17	EROSION CONTROL DETAILS
18-34	CROSS SECTIONS

PLANS OF PROPOSED HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS

**HATTIESBURG, MISSISSIPPI
FORREST COUNTY**

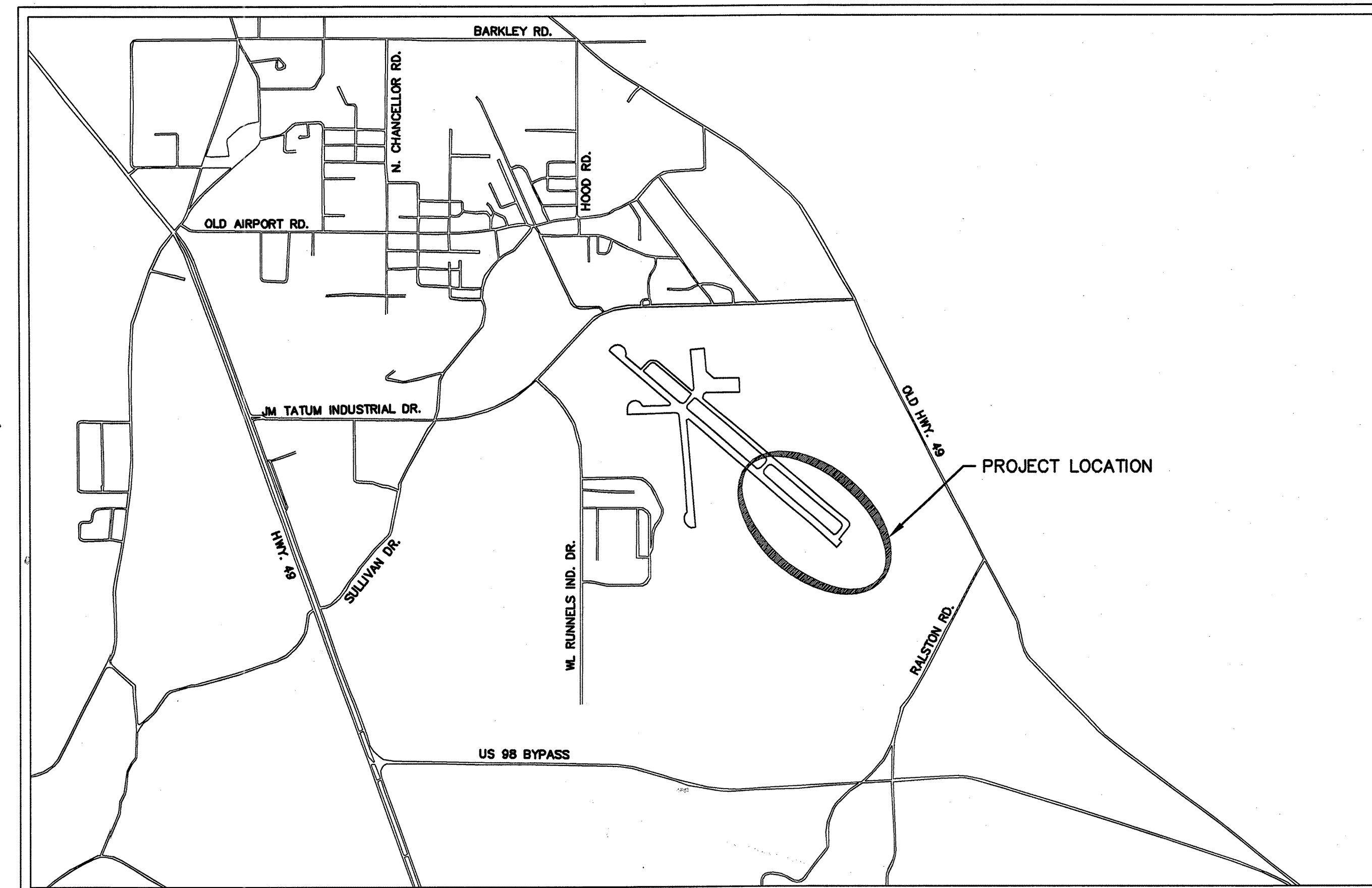
AIP NO. 3-28-0031-0019-2012

DECEMBER 2011

MAYOR
JOHNNY L. DUPREE, PHD.

CITY COUNCIL
KIM BRADLEY, WARD 1
DEBORAH DELGADO, WARD 2
CARTER CARROLL, WARD 3
DAVE WARE, WARD 4
HENRY NAYLOR, WARD 5

AIRPORT DIRECTOR
BERT KUYRKENDALL
SUBMITTED BY:



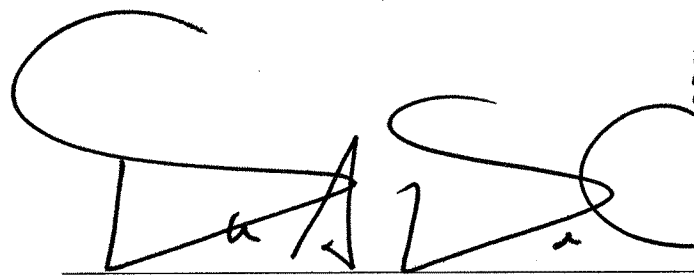
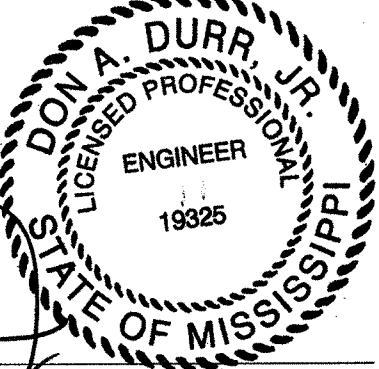
LOCATION MAP

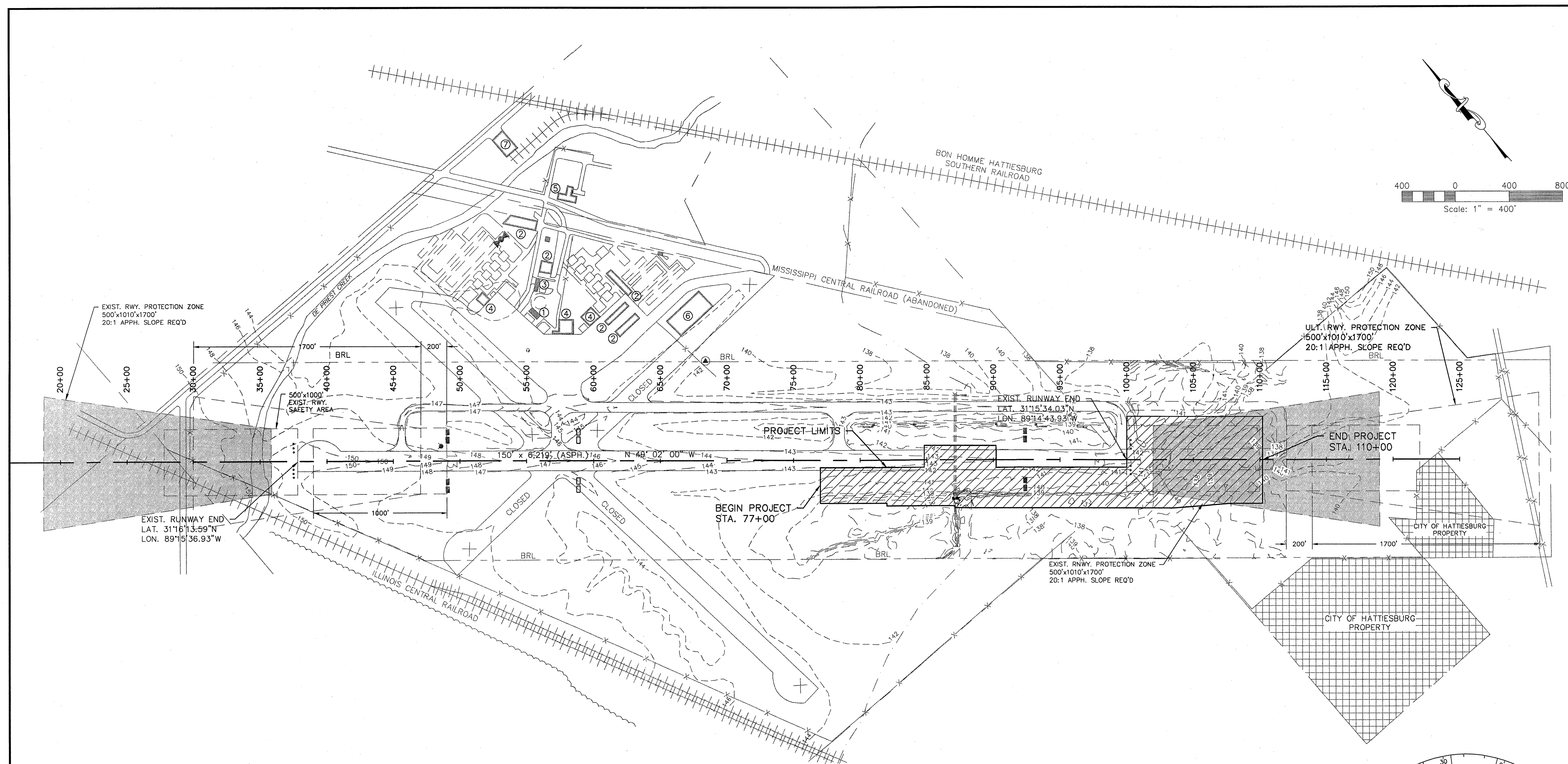
TYPE OF CONSTRUCTION: EXCAVATION, DRAINAGE, PAVING, ELECTRICAL ADJUSTMENT, PAVEMENT MARKING

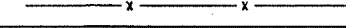
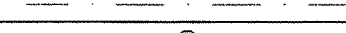
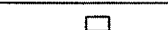
SCHEDULE OF REVISIONS

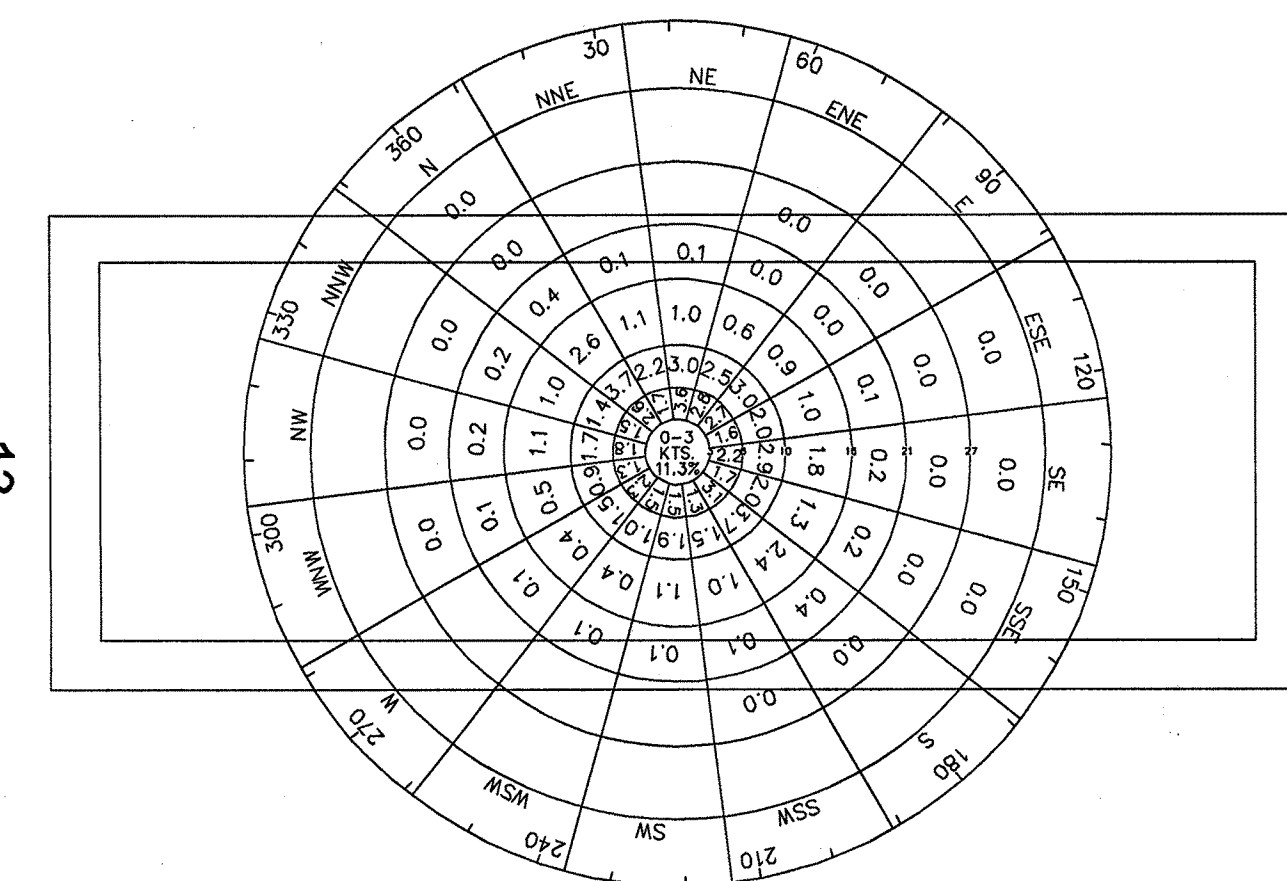
DATE	RECOMMENDED	DATE	REVISION	DATE	APPROVED

ARE [®] DESIGN & MANAGEMENT
PROFESSIONALS
SHREVEPORT, LOUISIANA
HAMMOND, LOUISIANA
CONSULTANTS


DON A. DURR, JR.
P.E. No. 19325

12/30/2011

[illegible]

AIRPORT DATA TABLE				LEGEND TABLE			
		EXISTING	ULTIMATE			EXISTING	ULTIMATE
AIRPORT ELEVATION (M.S.L.)				PROPERTY LINE			
MEAN MAX. TEMP. (HOTTEST MONTH)		92.0° (JULY)		SECTION LINE			
NAVIGATIONAL AIDS		BEACON/NDB		OBJECT FREE AREA (OFA)			
AIRPORT REFERENCE POINT (ARP)	LAT.			BUILDING RESTRICTION LINE (BRL)			
	LONG.			RUNWAY SAFETY AREA (RSA)/RUNWAY PROTECTION ZONE (RPZ)			
AIRPORT REFERENCE CODE		C-II		AIRFIELD PAVEMENT			
NPIAS SERVICE LEVEL				BUILDING			
				AIRPORT PERIMETER FENCE			
BUILDING TABLE		TOP ELEV.		DITCH			
				POWER POLE			
				ROTATING BEACON			
1 ADMINISTRATION BLDG.		154'		LIGHTED WIND CONE W/SEGMENTED CIRCLE			
2 HANGAR		164'		RUNWAY END IDENTIFICATION LIGHTS (REIL'S)			
3 FIRE & CRASH BLDG.		154'		RUNWAY THRESHOLD LIGHTS			
4 F.B.O. BLDG.		174'		PRECISION APPROACH PATH INDICATORS			
5 ARMY RESERVE CENTER		156'		ELECTRICAL VAULT			
6 MILLER - PICKING CONC. BLK. BLDG.		179'		NDB			
7 PERMA COAT BLDG.		154'		GROUND CONTOUR			
				RPZ AREA			
				GUIDANCE SIGN			
				AUTOMATED WEATHER OBSERVATION SYSTEMS (A.W.O.S.)			
* PENETRATES 7:1 TRANSITIONAL SURFACE				LIGHTED WIND TEE			
				STORM DRAINAGE			



SUMMARY OF QUANTITIES

BID SCHEDULE					
RUNWAY IMPROVEMENTS PHASE I					
ITEM NO.	ITEM	QUANTITY (BASE BID)	QUANTITY (ADDITIVE ALTERNATE 1)	QUANTITY (ADDITIVE ALTERNATE 2)	UNIT
P-151	CLEARING & DEMOLITION	1			LUMP SUM
P-152.4.1	UNCLASSIFIED EXCAVATION	9,044	21,494	8,327	C.Y.
P-152.4.2	EMBANKMENT IN PLACE	5,970	60,935	5,401	C.Y.
P-208	AGGREGATE BASE COURSE	517			C.Y.
P-209	CRUSHED AGGREGATE BASE COURSE	956			C.Y.
P-401-8.1a	BITUMINOUS SURFACE COURSE	1,163			TON
P-602	BITUMINOUS PRIME COAT	510			GAL
P-603	BITUMINOUS TACK COAT	1,010			GAL
P-620-5.1(A)	RUNWAY AND TAXIWAY PAINTING	3,000			S.F.
P-621	SAWCUT GROOVES	2,800			S.Y.
D-701-5.1(A)	24" R.C.P.		2,202		L.F.
D-701-5.1(B)	30" ARCH PIPE	577		855	L.F.
D-701-5.1(C)	6" POLY (VINYL CHLORIDE) RIBBED DRAIN PIPE	700			L.F.
D-705-5.5(A)	4" UNDERDRAIN COMPLETE (INCLUDING POROUS BACKFILL & FILTER FABRIC)	1,250			L.F.
D-705-5.5(B)	6" UNDERDRAIN COMPLETE (INCLUDING POROUS BACKFILL & FILTER FABRIC)	2000		1,705	L.F.
D-751-5.2	INLET	2	3	3	EACH
D-752	CONCRETE CULVERTS, HEADWALLS & MISC.	1			LUMP SUM
T-901-5.1	TURFING (SEED, FERTILIZER & MULCH)	6	19	8	ACRE
S001	MOBILIZATION	1			LUMP SUM
S002	COLD PLANING ASPHALT PAVEMENT (MILLING MAX 3" DEPTH)	2,500			S.Y.
S003	PAVING FABRIC	3,500			S.Y.
S004	ADJUST HEIGHT OF LIGHTS		6		EACH
S005	CONSTRUCTION LAYOUT	1			LUMP SUM
S006	RIP-RAP	34	25	25	S.Y.
S007	CELLULAR CONCRETE BLOCK EROSION CONTROL	569	1102	853	S.Y.

GENERAL NOTES

- CLOSURE OF RUNWAY 13/31 WILL BE LIMITED TO 20 CALENDAR DAYS. THIS APPLIES TO THE EXCAVATION, CULVERT REPAIR, PAVEMENT REPLACEMENT AND GROOVING & MARKING. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE AIRPORT AT NIGHT AND ENSURING BARRICADES ARE IN PLACE AND LIGHTS ARE FUNCTIONING.
- CALL MISSISSIPPI ONE-CALL AT 811 OR 1-800-227-6477 AND UTILITY COMPANIES.
- CONTRACTOR SHALL FIELD VERIFY LOCATION AND GRADE OF ALL PROPOSED IMPROVEMENTS. CONFLICTS OR DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL REPAIR DAMAGE TO EXISTING PAVEMENT, WALKS AND OTHER FACILITIES CAUSED BY CONSTRUCTION AT NO ADDITIONAL PAY.
- ALL REQUIRED CONSTRUCTION SIGNS, BARRICADES, AND WORK ZONE TRAFFIC CONTROL SHALL COMPLY WITH FEDERAL AVIATION ADMINISTRATION REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED EARTH AREAS TO AN EQUAL OR BETTER CONDITION THAN THE EXISTING GROUND COVER PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS TO IMPLEMENT BEST-MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES TO CONTROL RUNOFF FROM CONSTRUCTION. CONTRACTOR SHALL SUPPLY AND INSTALL SILT FENCES, HAY BALES, CHECK DAMS, SILTING BASINS, OR A COMBINATION THEREOF, TO COMPLY WITH EPA AND STATE OF MISSISSIPPI STORM-WATER REGULATIONS AND / OR AT THE FIELD ENGINEER'S DIRECTION.
- ALL EXCESS EXCAVATION AND DEBRIS CREATED BY CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. CONTRACTOR SHALL KEEP ALL ADJACENT PUBLIC STREETS AND DRIVEWAYS FREE OF MUD AND OTHER DEBRIS DURING CONSTRUCTION.
- ANY SALVAGEABLE MATERIAL DEEMED USABLE BY THE FIELD ENGINEER WILL BE USED IN LIEU OF BORROW EXCAVATION TO BUILD EMBANKMENTS.

GRADING NOTES

- TOP SOIL IS TO BE STRIPPED AND STOCKPILED IN AMOUNTS NECESSARY TO COMPLETE FINISH GRADING OF ALL EXPOSED AREAS REQUIRING TOPSOIL FOR THE ESTABLISHMENT OF VEGETATION.
- FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS, AND STUMPS, IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
- CUT SLOPES WHICH ARE TO BE TOPSOILED WILL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.
- MAXIMUM THICKNESS OF LAYERS OF FILLS ARE NOT TO EXCEED 8 INCHES.
- ALL AREAS ARE TO BE ROUGH GRADED TO WITHIN 0.2 FEET OF THE PLANNED ELEVATION AFTER ALLOWANCE HAS BEEN MADE FOR THICKNESS OF TOPSOIL, PAVING OR OTHER INSTALLATIONS.
- ALL DISTURBED AREAS SHALL BE LEFT IN A WELL DRAINED, NEAT AND FINISHED APPEARANCE.

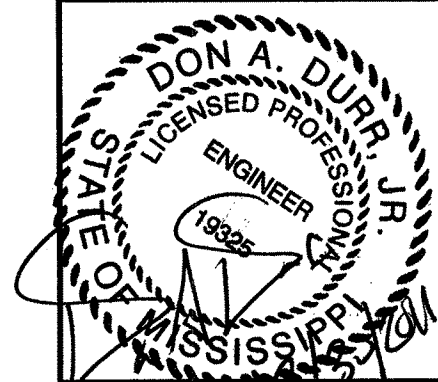
SUMMARY OF QUANTITIES & GENERAL NOTES

RUNWAY 31 DRAINAGE & SAFETY AREA IMPOVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

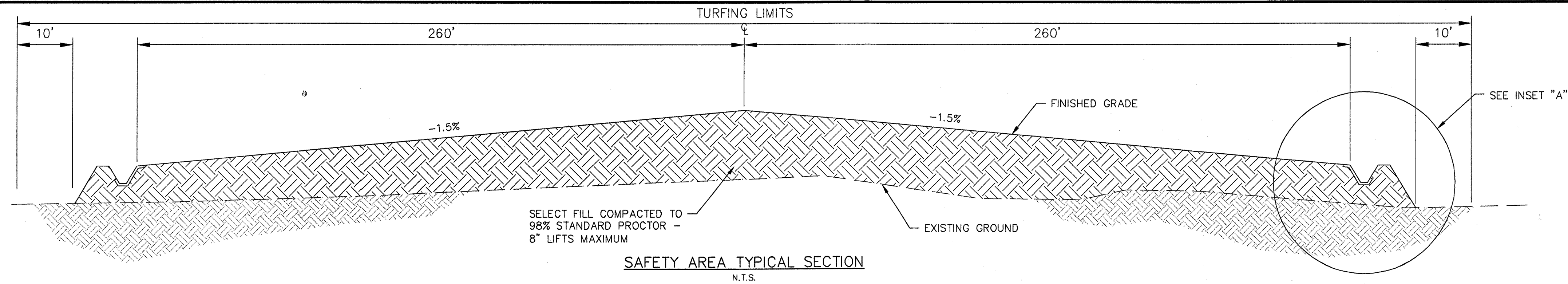
Design & Management
Professionals
Aviation, Civil Engineering
Education & Development
Shreveport, Louisiana
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-2632 • Facsimile: 222-3251



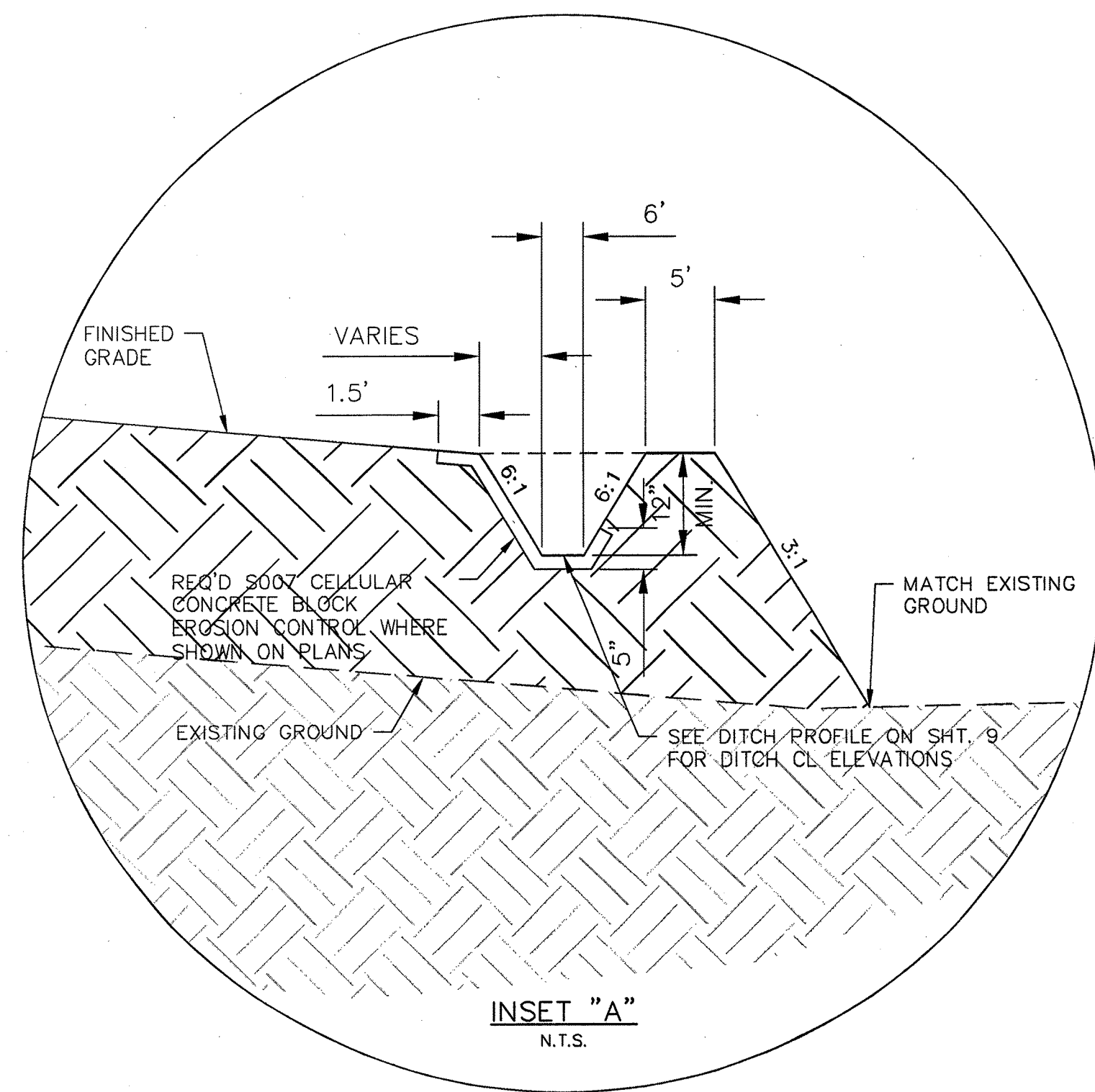
ARE
AIR REUNION
CONSULTANTS



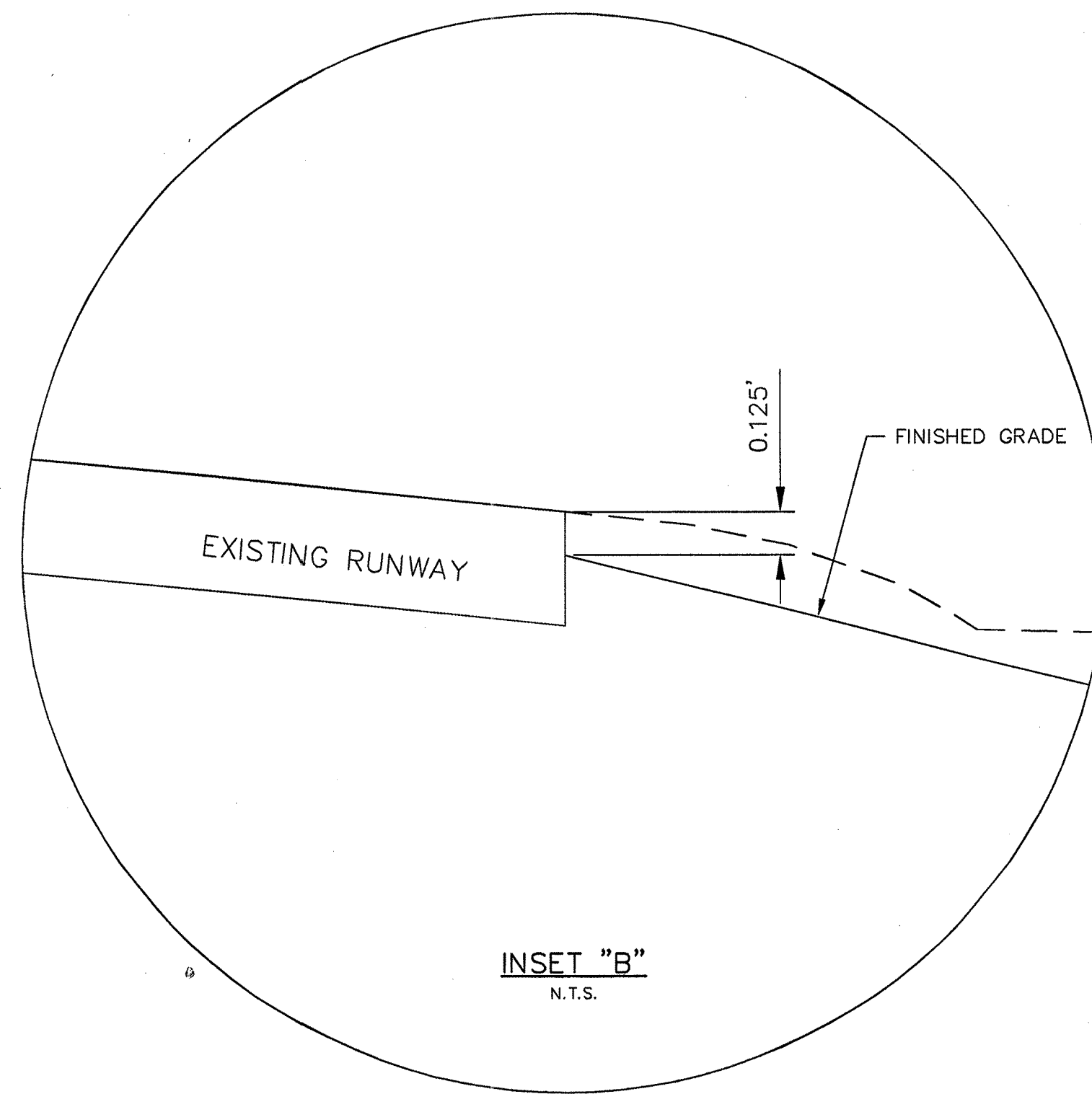
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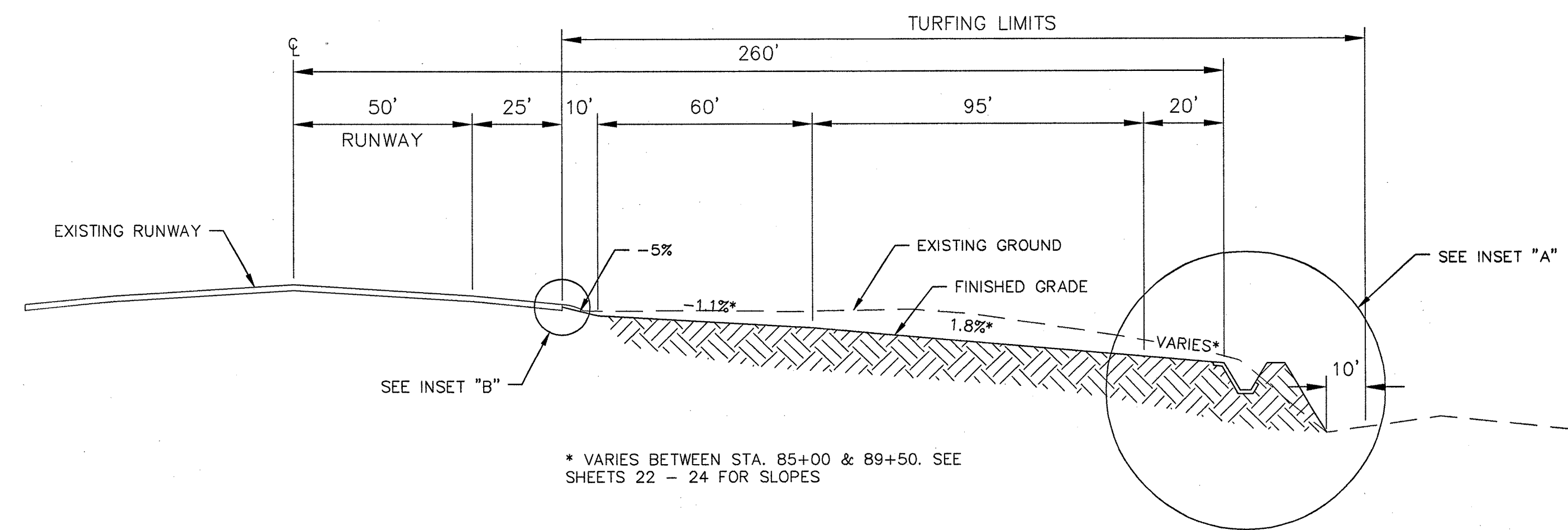
SAFETY AREA TYPICAL SECTION
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INSET "A"
N.T.S.

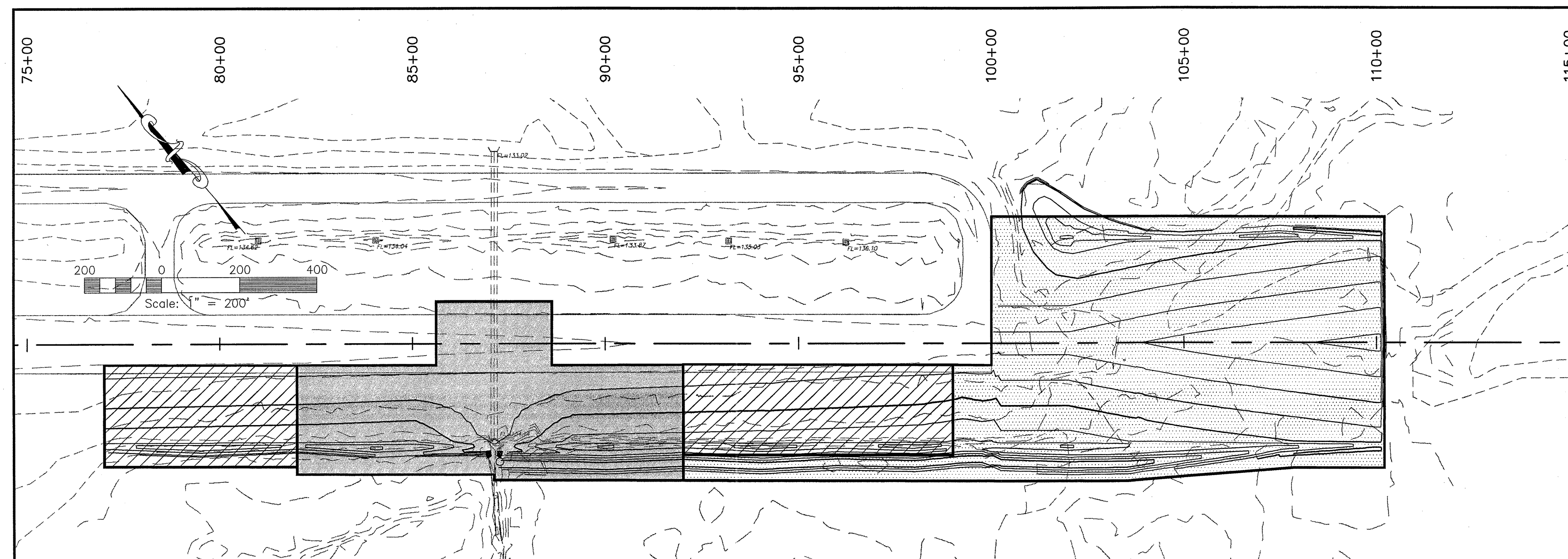


INSET "B"
N.T.S.



SHOULDER TYPICAL SECTION
N.T.S.

* VARIES BETWEEN STA. 85+00 & 89+50. SEE SHEETS 22 - 24 FOR SLOPES



BID LEGEND	
	BASE BID
	ALTERNATE NO. 1
	ALTERNATE NO. 2

TYPICAL SECTIONS & SCOPE OF BIDS

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

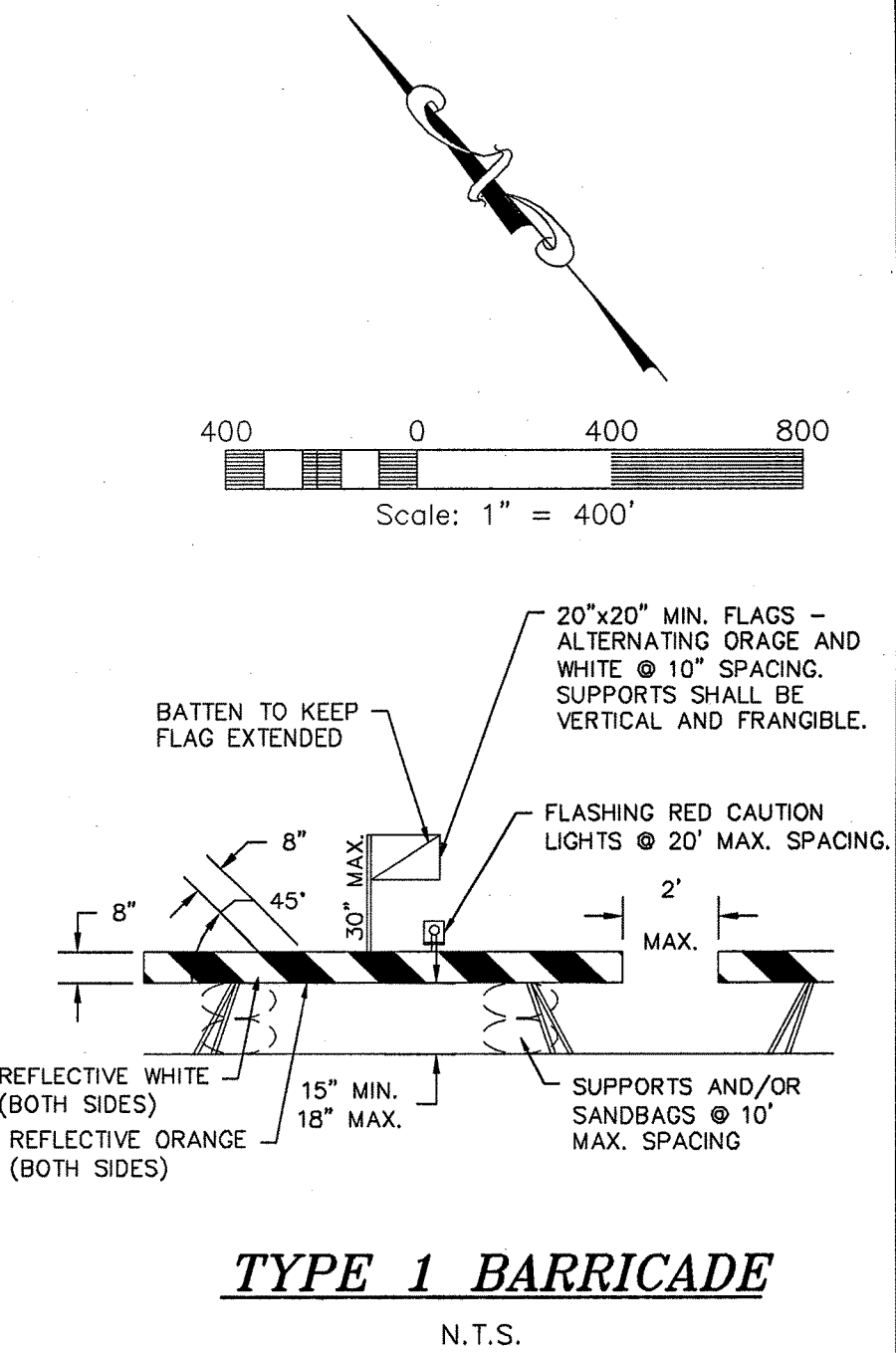
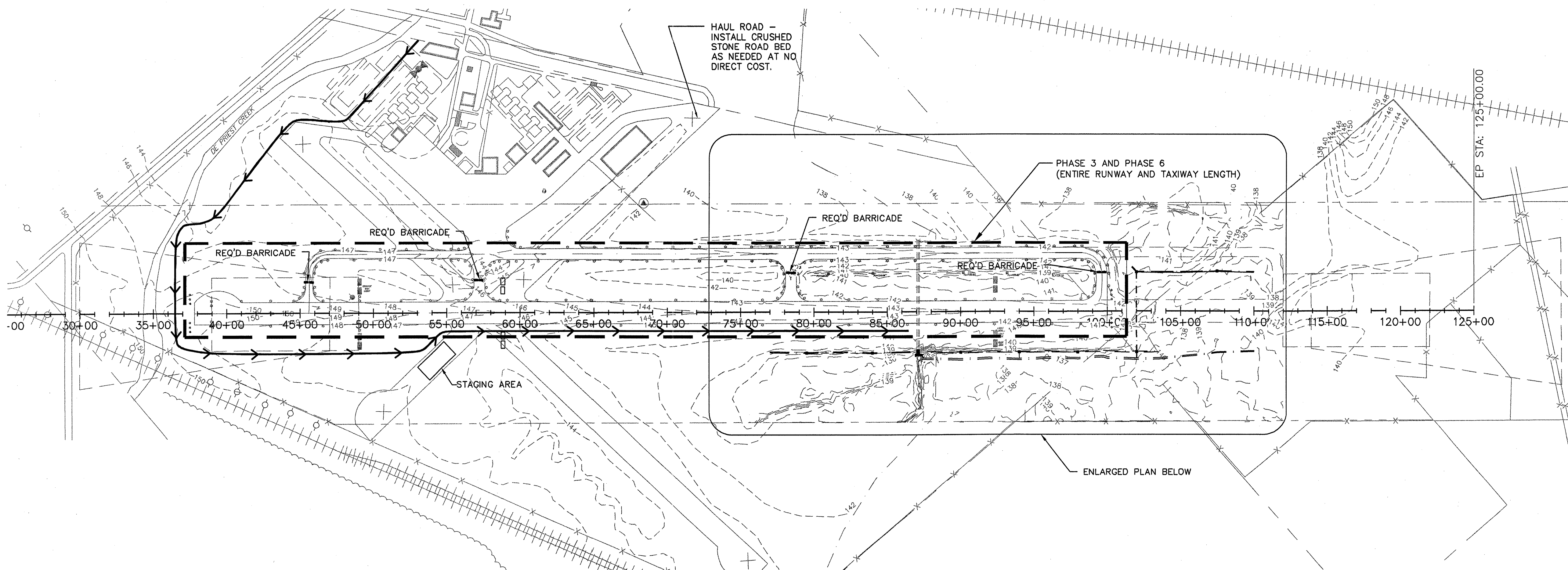
Design & Management
Professionals

Aviation - Civil Engineering
Education & Development
Shreveport, Louisiana
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-5532 • Facsimile: 222-3251

ARE
AIR REUNION
CONSULTANTS

Don A. Durr, Jr.
Professional Engineer
1983
State of Mississippi

Date: 12/2/2011
Scale: AS SHOWN
Drawn: R.C.M.
Checked: D.A.D.
A R E Job Number: 11-0531
Sheet No.: 4
Drawing File:



- NOTES:**
1. ALL BARRICADE MATERIALS AND CAUTION LIGHTS SHALL CONFORM TO THE STANDARDS SET FORTH IN THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
 2. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE REFLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
 3. BARRICADES SHALL BE PLACED CONTINUOUSLY ACROSS THE ENTIRE FACILITY TO BE CLOSED EXCEPT FOR 2 FOOT MAXIMUM GAPS AT STANDARD LENGTH PANEL ENDS.
 4. THE BARRICADES SHALL BE WEIGHTED AGAINST PROWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
 5. FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTENSITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FT. DURING DARKNESS.
 6. THE CONTRACTOR SHALL CHECK ALL BARRICADES AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRICADES AND LIGHTS BEING IN PROPER WORKING ORDER.

CONSTRUCTION SEQUENCE (PHASE)

1. ESTABLISH CONTRACTOR STAGING AREA. MOBILIZE ALL EQUIPMENT. INSTALL EROSION CONTROL.
2. INSTALL TEMPORARY MARKINGS ON PARALLEL TAXIWAY.
3. CLOSE MAIN RUNWAY. OPEN TEMPORARY RUNWAY ON PARALLEL TAXIWAY.
4. EXCAVATION AROUND EXISTING BOX CULVERT. REMOVAL OF RUNWAY PAVEMENT. REMOVAL OF END OF BOX CULVERT.
5. REPAIR JOINTS IN BOX CULVERT. EXTEND END OF BOX CULVERT. INSTALL NEW RUNWAY PAVEMENT, DRAINAGE AND PERMANENT RUNWAY MARKINGS.
6. REOPEN MAIN RUNWAY. CLOSE TEMPORARY RUNWAY.
7. GRADING IMPROVEMENTS AND INSTALLATION OF DRAINAGE FACILITIES AND RUNWAY SAFETY AREA.
8. CLEANUP AND REMOVAL OF EROSION CONTROL AFTER PERMANENT EROSION CONTROL IS ESTABLISHED.

RUNWAY REOPENING

1. REMOVE CROSSES.
2. REMOVE LIGHTED BARRICADES.
3. NOTIFY AIRPORT MANAGER OR HIS REPRESENTATIVE TO CANCEL THE NOTAM.
4. CANCELLATION OF THE NOTAM.

A CLOSED RUNWAY WILL NOT BE REOPENED UNTIL ALL EQUIPMENT AND WORK ARE FURTHER THAN 200 FT. FROM THE AFFECTED RUNWAY CENTERLINE.

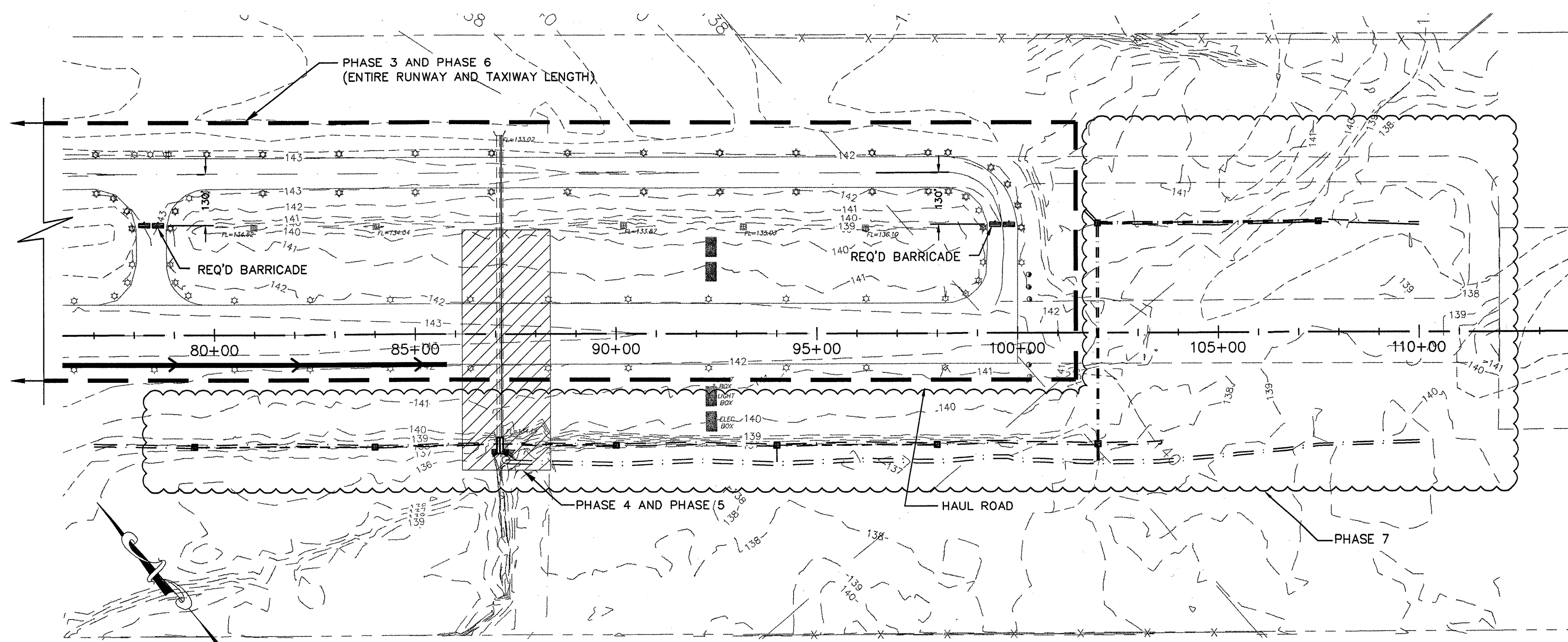
OVERALL PLAN

SEEDING, FERTILIZING & MULCHING NOTES:

1. STORAGE, HANDLING, TRANSPORTATION AND DISTRIBUTION WILL BE AS DIRECTED BY FIELD ENGINEER.
2. NO STRAW OR HAY SHALL BE ALLOWED TO BLOW AWAY FROM THE WORK AREAS OR ONTO THE RUNWAY.
3. ALL AIRPORT EQUIPMENT SHALL BE CLEANED OF ANY TURFING MATERIAL THE SAME DAY AS DIRECTED BY FIELD ENGINEER.

NOTE:
THE CONTRACTOR SHALL MEET WITH AIRPORT OPERATIONS PERSONNEL PRIOR TO COMMENCING CONSTRUCTION TO IDENTIFY ON-SITE UTILITIES AND OWNERSHIP OF UTILITIES FOR FUTURE LOCATION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR DETAILED UTILITIES LOCATION IN ALL WORK AREAS.

BUILDING TABLE	LEGEND TABLE		
	EXISTING	ULTIMATE	
PROPERTY LINE			
SECTION LINE			
OBJECT FREE AREA (OFA)			
BUILDING RESTRICTION LINE (BRL)			
RUNWAY SAFETY AREA (RSA)/RUNWAY PROTECTION ZONE (RPZ)			
AIRFIELD PAVEMENT			
BUILDING			
HOGWIRE FENCE			
DEER FENCE			
CHAIN-LINK FENCE			
ROTATING BEACON			
LIGHTED WIND CONE W/SEGMENTED CIRCLE			
RUNWAY END IDENTIFICATION LIGHTS (REIL'S)			
RUNWAY THRESHOLD LIGHTS			
PRECISION APPROACH PATH INDICATORS			
ELECTRICAL VAULT			
NDB			
GROUND CONTOUR			
RPZ AREA			
GUIDANCE SIGN			
AUTOMATED WEATHER OBSERVATION SYSTEMS (A.W.O.S.)			
LIGHTED WIND TEE			
TAXIWAY INDICATOR LIGHT			

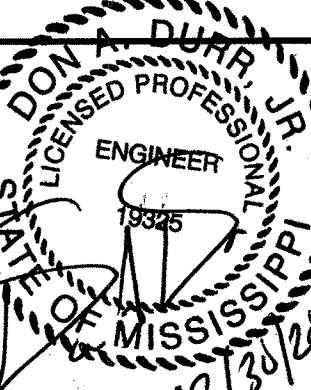


ENLARGED PLAN

AIRPORT SAFETY PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management Professionals
Aviation - Civil Engineering
Education & Development
Shreveport, Louisiana
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-3932 • Facsimile: 222-3951



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CONSTRUCTION CONTROL AND SAFETY NOTES

1. AT THE TIME THE RUNWAY MUST BE CLOSED DUE TO CONSTRUCTION, IT WILL BE CLOSED USING PROPER PROCEDURES AS DESCRIBED BY THE FAA. THIS WILL INCLUDE A LARGE "X" OVER BOTH RUNWAY END IDENTIFICATION MARKINGS. THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER OR HIS DESIGNATED REPRESENTATIVE FOR POSTING OF NOTAMS TO THE FAA AND FLIGHT SERVICES. THIS WILL INCLUDE CLOSURE AND NOTIFICATION OF CLOSURE TO ILS SYSTEMS OF THE AIRPORT.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL REQUIREMENTS APPLICABLE TO AIRPORT CONSTRUCTION AND COOPERATE WITH THE ENGINEER IN MAINTAINING A SAFE CONSTRUCTION SITE.
3. IT IS A GENERAL REQUIREMENT OF THIS PROJECT THAT THE CONTRACTOR BECOME FAMILIAR WITH ALL SECURITY ASPECTS AND RECOGNIZES THAT FROM TIME-TO-TIME THE OWNER MAY REVISE OR MODIFY THIS PROGRAM TO ENSURE SAFETY OR TO MEET FEDERAL REGULATIONS.
4. WHERE SECURITY GATES ARE TO BE INSTALLED OR USED PRIMARILY BY THE CONTRACTOR, SPECIFIC GUIDELINES MUST BE FOLLOWED.
5. THE CONTRACTOR WILL STRICTLY CONFINE THE ACTIVITIES OF ALL PERSONNEL AND EQUIPMENT TO THE WORK AREAS INDICATED FOR THIS CONTRACT.
6. THE SAFETY OF THE PROJECT IS THE ULTIMATE RESPONSIBILITY OF THE CONTRACTOR AND THIS KNOWLEDGE MUST BE DEMONSTRATED BY SUBMITTING A SCHEDULE AND DETAILED SAFETY PLAN USING THIS DOCUMENT AS A MINIMUM GUIDELINE FOR APPROVAL BY THE CONSULTING ENGINEER BEFORE CONSTRUCTION.
7. THE FIELD ENGINEER RESERVES THE RIGHT TO MODIFY THESE SAFETY GUIDELINES AS DEEMED NECESSARY TO HOLD AIRPORT/AIRCRAFT SAFETY AND QUALITY CONTROL TO THE HIGHEST STANDARD.
8. THE CONTRACTOR SHALL PAY PARTICULAR ATTENTION TO THE DUST AND SMOKE CONTROL REQUIREMENTS OF THIS CONTRACT. THE OPERATIONS OF RUNWAYS, TAXIWAYS, AND ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST AND SMOKE. THE ENGINEER RESERVES THE RIGHT TO STOP GRADING, HAULING, OR OTHER WORK IF NECESSARY TO BRING UNDER CONTROL THE DUST OR SMOKE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND SMOKE CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG ANY ROADWAYS USED BY EQUIPMENT AND VEHICLES. FAILURE TO CONTROL DUST AND SMOKE MAY RESULT IN PROJECT SUSPENSION WITH NO ADDITIONAL COMPENSATION OR ADDED TIME.
9. ALL TRAFFIC WILL BE STRICTLY DIRECTED TO NOT TRAVEL ON THE RUNWAY PAVEMENT.
10. THE CONTRACTOR SHALL FULLY MOBILIZE A SUFFICIENT NUMBER OF WATER TRUCKS ON SITE. THESE WATER TRUCKS WILL BE USED CONTINUOUSLY FOR DUST CONTROL, AS ASSOCIATED NAVAIDS ARE ESPECIALLY SENSITIVE TO DUST; ALL WATERING WILL BE DIRECTED BY THE CONTRACTOR AND OVERSEEN BY THE FIELD ENGINEER.
11. THE MOISTURE CONTENT OF THE EMBANKMENT IN PLACE WILL REQUIRE CONTINUOUS MODIFICATION FOR OBTAINING THE REQUIRED DENSITY AND ALSO FOR DUST CONTROL.
12. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE AIRPORT AT NIGHT AND ENSURING BARRICADES ARE IN PLACE AND LIGHTS ARE FUNCTIONING.
13. ALL SYSTEMS TESTING MUST BE SUPERVISED OR APPROVED BY THE FIELD ENGINEER.
14. THE LOCATION AND SIZE OF THE CONTRACTOR'S STAGING AREAS IS SHOWN FOR REFERENCE ONLY. THE ACTUAL SIZE AND EXACT LOCATION WILL BE ESTABLISHED PRIOR TO CONSTRUCTION. THE FOLLOWING REQUIREMENTS WILL APPLY, HOWEVER:
- A. ALL OF THE CONTRACTOR'S ACTIVITY WILL BE STAGED FROM THIS AREA. ALL FIELD OFFICE AND EMPLOYEE PARKING WILL BE WITHIN THE STAGING AREA OUTSIDE THE AIRPORT SECURITY AS SHOWN.
- B. FENCING AROUND THE PROPOSED STAGING AREA IS SUGGESTED BUT NOT MANDATORY. SUCH FENCING SHALL BE CONSIDERED TEMPORARY AND WILL NOT BE MEASURED FOR PAYMENT.
- C. THE CONTRACTOR MAY DO SOME GRADING AND DRAINAGE WORK TO ADAPT THE AREA TO SPECIFIC NEEDS. UPON COMPLETION OF THE WORK, HOWEVER, THE AREA WILL BE DRESSED, SEEDED, AND RESTORED TO ITS CONDITION PRIOR TO CONSTRUCTION ACTIVITIES.
- D. THE CONTRACTOR SHALL SUBMIT A DETAILED PLAN LAYOUT OF THE STAGING AREA TO THE ENGINEER FOR REVIEW AND APPROVAL.
- E. THE CONTRACTOR SHALL PROVIDE SIGNS, FABRICATED IN A COMMERCIAL SIGN SHOP, INDICATING THE NAME OF THE CONTRACTOR AND A MESSAGE DIRECTING ALL MATERIAL DELIVERIES TO THE STAGING AREA. THESE SIGNS SHALL BE LOCATED AT THE ENTRANCE TO THE STAGING AREA OFF THE PUBLIC ROADWAY. THE COST OF FABRICATING AND ERECTION OF THESE SIGNS SHALL BE INCLUDED IN OTHER ITEMS.
15. PER THE FAA, PROVIDE AT LEAST 48 HOURS NOTICE TO THE AIRPORT MANAGER WHEN THERE IS A NEEDED NOTAM (NOTICE TO AIRMEN).

OPERATIONS PLAN OUTLINE

ALL WORK DESCRIBED ON THE CONSTRUCTION OPERATIONS PLAN OUTLINE IS INCIDENTAL.

A. PROJECT DESCRIPTION: EXCAVATION, DRAINAGE, PAVING, ELECTRICAL ADJUSTMENT, PAVEMENT MARKING

THE PROPOSED DURATION OF THE PROJECT IS 40 CALENDAR DAYS FOR THE BASE BID AND 70 CALENDAR DAYS TOTAL FOR BASE BID PLUS ALTERNATE 1 & ALTERNATE 2. SEE SPECIAL PROVISION 21 FOR FURTHER SAFETY INFORMATION.

B. RUNWAY LIGHTING AND CLOSURE

THE RUNWAY WILL BE CLOSED FOR NO MORE THAN 20 DAYS. THE CONTRACTOR SHALL ADVISE THE AIRPORT MANAGER AND THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITY SO THE NECESSARY NOTAMS CAN BE ISSUED. THE AIRPORT MANAGER SHALL ISSUE THE NOTAM WHICH SPECIFICALLY DETAILS THE CLOSURE OF THE RUNWAY.

C. WORK IN RUNWAY AND TAXIWAY SAFETY AREAS, OFZ'S AND OFA'S

CLOSURE OF RUNWAY 13/31 WILL BE LIMITED TO 20 CALENDAR DAYS. THE CONTRACTOR WILL BE REQUIRED TO PLACE THE YELLOW CLOSURE CROSSES OVER THE RUNWAY NUMBERS. THE CROSSES AND THRESHOLD MARKINGS ARE TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.

D. NAVAIDS THAT COULD BE AFFECTED

THE CONTRACTOR IS RESPONSIBLE TO AVOID DAMAGE TO AND OBSTRUCTION OF THE PRECISION APPROACH PATH INDICATORS. IF IT BECOMES NECESSARY TO SHUT DOWN EXISTING NAVAIDS, ONLY PLANNED SHUTDOWNS APPROVED BY THE AIRPORT MANAGER WILL BE ALLOWED.

E. METHODS OF SEPARATING VEHICLES AND PEDESTRIAN CONSTRUCTION TRAFFIC FROM THE AIRPORT MOVEMENT AREAS

BARRICADES, CONES AND BARRELS SHALL BE PLACED TO PREVENT ANY AIRCRAFT FROM ENTERING CONSTRUCTION AREAS AND TO PREVENT CONSTRUCTION VEHICLES FROM ENTERING AREAS OF AIRCRAFT ACTIVITY. AT A MINIMUM, VEHICLES OPERATED ON THE AIRPORT PROPERTY SHALL BE MARKED WITH ORANGE AND WHITE FLAGS OR FLASHING YELLOW BEACONS DURING DAYLIGHT HOURS. DURING HOURS OF DARKNESS OR LOW VISIBILITY, THEY SHALL BE MARKED WITH AT LEAST YELLOW BEACONS. ALL BARRICADES, SIGNS AND OTHER SAFETY DEVICES AND PROCEDURES SHALL BE IN ACCORDANCE WITH CONTRACT SPECIFICATIONS, PROJECT PLANS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.

F. PROCEDURES AND EQUIPMENT, SUCH AS BARRICADES TO DELINEATE CLOSED CONSTRUCTION AREAS FROM THE AIRPORT OPERATIONAL AREAS, AS NECESSARY

THE CONTRACTOR SHALL COORDINATE WITH THE AIRPORT MANAGER THE AREAS THAT ARE TO BE BARRICADED TO DELINEATE THE CLOSED AREAS OF THE RUNWAY AND KEEP TRAFFIC OFF THE APRON AND TAXIWAYS AS MUCH AS POSSIBLE. THESE AREAS WILL BE DELINEATED WITH THE REQUIRED BARRICADES, CONES AND BARRELS.

G. LIMITATIONS ON CONSTRUCTION

THE CONTRACTOR SHALL LIMIT HIS OPERATIONS TO THE CONSTRUCTION AREAS SHOWN IN THE PLANS. ALL OTHER AREAS OF THE AIRPORT ARE RESTRICTED. THE CONTRACTOR SHALL RECEIVE PERMISSION FROM THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT PRIOR TO WORKING OR TRAVELING IN UNAUTHORIZED AREAS OF THE AIRPORT.

H. REQUIRED COMPLIANCE OF CONTRACTOR PERSONNEL WITH ALL AIRPORT SAFETY AND SECURITY MEASURES.

ACCESS TO THE AIRPORT BY THE CONTRACTOR, SUBCONTRACTORS AND ENGINEER IS LIMITED TO THE LOCATION(S) AS DIRECTED BY THE AIRPORT MANAGER. ACCESS TO THE EXISTING APRON WILL BE STRICTLY LIMITED AND CONTROLLED AND SHALL BE STRICTLY ON AN AS-NEEDED BASIS.

I. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS, CONSTRUCTION SITE PARKING AND ACCESS AND HAUL ROADS AND OTHER ACTIVITIES ON THE AIRPORT BY THE CONTRACTOR, SUBCONTRACTORS AND ENGINEER SHALL BE COORDINATED WITH AND APPROVED IN ADVANCE BY THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT. ACCESS TO THE RUNWAY WILL BE STRICTLY LIMITED AND CONTROLLED AND SHALL BE STRICTLY ON AN AS-NEEDED BASIS. THE LOCATION OF THE STAGING AREA WILL BE FINALIZED AT THE PRECONSTRUCTION MEETING WITH THE APPROVAL OF THE AIRPORT MANAGER, ENGINEER AND FAA. EQUIPMENT MAINTENANCE, FUEL STORAGE AND OTHER ACTIVITIES OF THE CONTRACTOR CONDUCTED ON AIRPORT PROPERTY WHICH MAY DIRECTLY OR INDIRECTLY IMPACT AIR OPERATIONS OR SAFETY SHALL BE SUBJECT TO REVIEW OF THE AIRPORT MANAGER. THE AIRPORT MANAGER SHALL HAVE THE AUTHORITY TO REQUIRE THE CONTRATOR TO TAKE REASONABLE PRECAUTIONS TO PROTECT THE INTEREST OF THE CITY OF HATTIESBURG AND THE USERS OF THE BOBBY L. CHAIN MUNICIPAL AIRPORT. CONTRACTOR STORAGE YARD AND FIELD OFFICES/TRAILERS SHALL BE LOCATED AS DIRECTED BY THE AIRPORT MANAGER.

J.VEHICLE IDENTIFICATION

ALL VEHICLES THAT ARE ASSOCIATED WITH THE CONTRACTOR & SUBCONTRACTORS SHALL BE MARKED SO THAT THE AIRPORT MANAGER CAN READILY IDENTIFY SUCH VEHICLES.

K.TRENCHES AND EXCAVATIONS AND COVER REQUIREMENTS

SHOULD THE CONTRACTOR DISTURB ANY OF THE SAFETY AREAS (TOFA OR AOFA) BEYOND THE SCOPE OF THE CONSTRUCTION AREA,IT SHALL BE REPAIRED AT NO COST TO THE OWNER.

L. EMERGENCY NOTIFICATION PROCEDURES FOR MEDICAL AND POLICE RESPONSE

BOBBY L. CHAIN MUNICIPAL AIRPORT HAS 911 RESPONSE FOR ANY MEDICAL AND POLICE RESPONSE AT THE AIRPORT.

M. USE OF TEMPORARY VISUAL AIDS

NO AIRPORT LIGHTING WILL BE OPERATIONAL AT BOBBY L. CHAIN DURING THE 20 DAY PERIOD THAT THE RUNWAY IS CLOSED. THE ONLY VISUAL AIDS FOR VEHICLES WILL BE THE USE OF THE LIGHTED BARRICADES.

N. FOREIGN OBJECT DEBRIS (FOD) CONTROL PROVISIONS

ALL EXCAVATED MATERIAL, DEBRIS, ETC., SHALL BE CLEANED FROM THE SITE AT LEAST DAILY AND MORE OFTEN IF REQUIRED BY THE AIRPORT MANAGER OR ENGINEER. TO CONTROL DUST AND/OR BLOWING DEBRIS, ANY SOIL, DEBRIS OR LOOSE MATERIAL ON THE APRON OR TAXIWAYS SHALL IMMEDIATELY BE SWEEPED UP OR PICKED UP AND REMOVED.

O. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

THE CONTRACTOR SHALL COMPLY WITH ALL EPA REGULATIONS. THE CONTRACTOR SHALL HAVE A SPILL PREVENTION CONTROL PLAN IN PLACE FOR ANY FUELING OF CONSTRUCTION VEHICLES ON SITE AS WELL AS ANY OTHER MATERIALS THAT MAY REQUIRE A SPILL PREVENTION CONTROL PLAN.

P. NOTAM ISSUANCE.

THE CONTRACTOR SHALL ADVISE THE AIRPORT MANAGER AND THE ENGINEER 48 HOURS IN ADVANCE OF ANY PROPOSED CONSTRUCTION ACTIVITIES SO THE NECESSARY NOTAM WHICH SPECIFICALLY DETAILS THE RUNWAY CLOSURE OR THRESHOLD RELOCATION AND STATING THAT MEN AND EQUIPMENT ARE ON THE RUNWAY AND MAY BE ON TRAVEL ROUTES ON THE APRON. THE AIRPORT MANAGER FOR THIS PROJECT IS CHIP GIBSON, 601-549-4740. ALL NOTAM'S REQUIRED DURING CONSTRUCTION SHALL BE FILED BY THE AIRPORT MANAGER OR HIS AUTHORIZED AGENT.

Q. INSPECTION REQUIREMENTS.

THE CONTRACTOR SHALL INSPECT, ON A DAILY BASIS, BARRICADES, CONES, BARRELS AND FLASHERS PRIOR TO WORK COMMENCING AND PRIOR TO LEAVING THE PROJECT SITE.THE CONTRACTOR IS REQUIRED TO CHECK AND ENSURE THAT ALL CONSTRUCTION ACCESS GATES AND OPENINGS IN FENCES ARE CLOSED, LOCKED AND SECURED PRIOR TO LEAVING THE JOB SITE EACH DAY.

R. PROCEDURES FOR LOCATING AND PROTECTING EXISTING UNDERGROUND UTILITIES, CABLES, WIRES, PIPELINES AND OTHER UNDERGROUND FACILITIES IN EXCAVATION AREAS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING MISSISSIPPI ONE CALL AND THE APPROPRIATE COMPANIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL ATTEMPT TO LOCATE THE SPONSOR'S AND/OR FAA'S UNDERGROUND CABLES PRIOR TO CONSTRUCTION. DAMAGE TO UNDERGROUND CABLES BY THE CONTRACTOR WILL REQUIRE REPLACEMENT BY THE CONTRACTOR AT NO COST TO THE SPONSOR. ANY SPLICING OR REPLACING OF DAMAGED CABLE SHALL MEET CURRENT FAA SPECIFICATIONS.

S. PROCEDURES FOR CONTACTING RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT FOR ALL INVOLVED PARTIES

THE CONTRACTOR SHALL PROVIDE THE NAME AND PHONE NUMBER OF A RESPONSIBLE PERSON THAT MAY BE REACHED 24 HOURS A DAY FOR ANY ISSUE THAT MAY ARISE AT ANYTIME. THIS NAME AND NUMBER SHALL BE POSTED ON A BULLETIN BOARD ON THE PROJECT. THIS INFORMATION WILL ALSO BE INCLUDED IN THE CONSTRUCTION OPERATIONS PLAN THAT IS DISTRIBUTED TO THE AIRPORT MANGER, ENGINEER AND FAA. THE AIRPORT MANAGER WILL ALSO PROVIDE A PHONE NUMBER THAT THE CONTRACTOR MAY CALL FOR ANY ISSUES THAT MAY ARISE.

T. VEHICLE OPERATION TRAINING

ALL INDIVIDUALS THAT OPERATE VEHICLES ON THE PROJECT SHALL BE PROPERLY TRAINED IN THE USE OF THE EQUIPMENT THAT THEY MAY BE OPERATING, ALL INDIVIDUALS WHO OPERATE VEHICLES IN THE AIR OPERATIONS AREA OF THE AIRPORT SHALL COMPLY WITH THE AIRPORTS OWNER'S RULES AND REGULATIONS FOR VEHICLE MARKING AND OPERATION.

U.PENALTY PROVISIONS FOR NONCOMPLIANCE WITH AIRPORT RULES AND REGULATIONS AND THE SAFETY PLAN

IF AT ANY POINT A SAFETY VIOLATION IS NOTED, ALL CONSTRUCTION ACTIVITIES IN THE AREA OF THE VIOLATION WILL BE IMMEDIATELY TERMINATED. BEFORE CONSTRUCTION CAN BEGIN, THE CONTRACTOR WILL PROVIDE A WRITTEN STATEMENT DEMONSTRATING TO THE OWNER THAT THE CONSTRUCTION CAN ONCE AGAIN OCCUR WITHOUT VIOLATIONS TO THE SAFETY PROCEDURES. THE CONTRACTOR IS NOT ELIGIBLE FOR ADDITIONAL COMPENSATION OR TIME FOR THE DOWN TIME OR ANY OTHER CLAIM WHEN CONSTRUCTION IS TERMINATED DUE TO SAFETY VIOLATIONS.

THE AIRPORT MANAGER OR AUTHORIZED AGENT CAN SUSPEND CONSTRUCTION ACTIVITIES AT ANY TIME DURING WHICH THEY NOTE SAFETY VIOLATIONS.

THE DUTY OF THE ENGINEER OR OWNER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES, IN, OR NEAR THE CONSTRUCTION SITE.

IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND WILL NOT BE LIMITED TO NORMAL WORKING HOURS.

V. ANY SPECIAL CONDITIONS THAT AFFECT THE OPERATION OF THE AIRPORT AND WILL REQUIRE A PORTION OF THE SAFETY PLAN TO BE ACTIVATED

THE CONTRACTOR SHOULD MONITOR ANY WEATHER CONDITIONS, UNEXPECTED EMERGENCIES AND OTHER ELEMENTS THAT MAY CAUSE

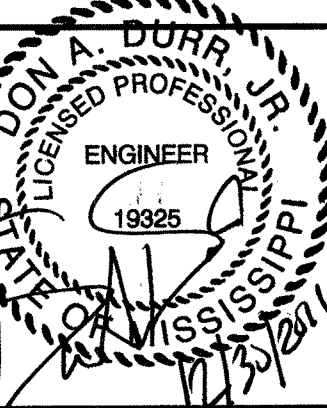
SAFETY ON THE PROJECT TO BE JEOPARDIZED. SHOULD ANY ELEMENTS CAUSE POTENTIAL SAFETY COMPLIANCE CONCERNS THE SAFETY PLAN SHOULD BE FOLLOWED.

AIRPORT SAFETY PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management
Professionals

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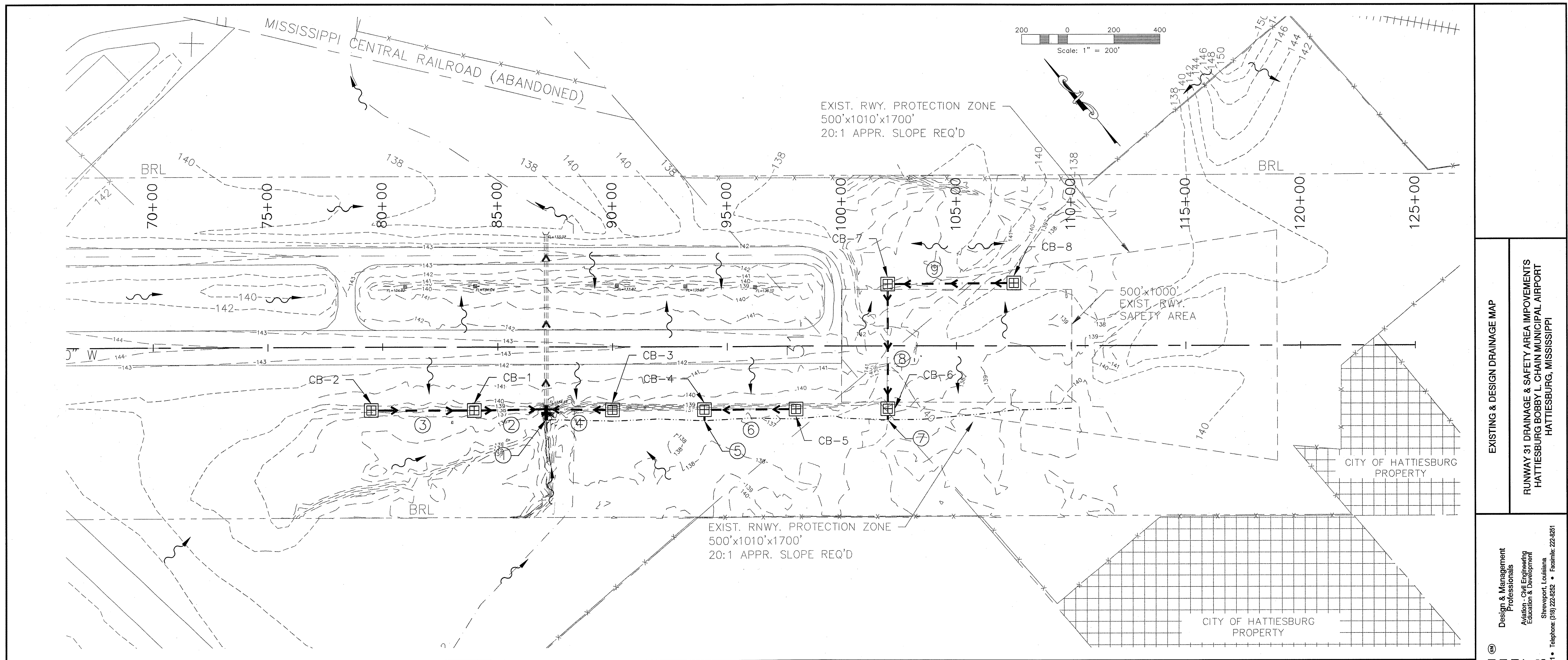
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CATCH BASIN (INLET) SCHEDULE						
CATCH BASIN	STATION	SIZE	TOP ELEV.	INV. ELEV.	PIPE IN	PIPE OUT
CB-1	84+00 R	6'x6'	136.94	134.24	3	2
CB-2	79+50 R	6'x6'	137.38	134.46	-	3
CB-3	90+00 R	6'x6'	136.94	134.24	-	4
CB-4	94+00 R	6'x6'	136.72	134.30	6	5
CB-5	98+00 R	6'x6'	137.10	134.40	-	6
CB-6	102+00 R	8'x6'	137.25	134.40	8	7
CB-7	102+00 L	8'x8'	137.35	134.55	9	8
CB-8	107+50 L	8'x6'	137.68	134.70	-	9

PIPE SCHEDULE							
PIPE No.	STRUCTURE		PIPE LENGTH (FT.)	PIPE DIA. (IN.)	F.L. ELEVATION		PROJECT REQUIREMENTS
	UPPER END	LOWER END			UPPER END	LOWER END	
①	EXIST. DITCH	BOX CULVERT	40	4.75'x10'	134.20	134.14	EXTEND BOX CULVERT 40'
②	CB-1	BOX CULVERT	300	30" ARCH	134.24	134.16	REQ'D RCA ARCH PIPE
③	CB-2	CB-1	435	30" ARCH	134.46	134.24	REQ'D RCA ARCH PIPE
④	CB-3	BOX CULVERT	277	30" ARCH	134.24	134.16	REQ'D RCA ARCH PIPE
⑤	CB-4	OUTFALL	35	30" ARCH	134.30	134.30	REQ'D RCA ARCH PIPE
⑥	CB-5	CB-4	385	30" ARCH	134.40	134.30	REQ'D RCA ARCH PIPE
⑦	CB-6	OUTFALL	35	2 - 24"	134.40	134.40	REQ'D RCP DOUBLE PIPE
⑧	CB-7	CB-6	530	2 - 24"	134.55	134.40	REQ'D RCP DOUBLE PIPE
⑨	CB-8	CB-7	536	2 - 24"	134.70	134.55	REQ'D RCP DOUBLE PIPE

LEGEND	
	REQ'D INLET
	REQ'D DRAIN PIPES
	PIPE FLOW ARROWS
	OVERLAND FLOW ARROW
	REQ'D DRAINAGE CHANNELS
	EXIST. DRAINAGE CHANNELS

EXISTING & DESIGN DRAINAGE MAP

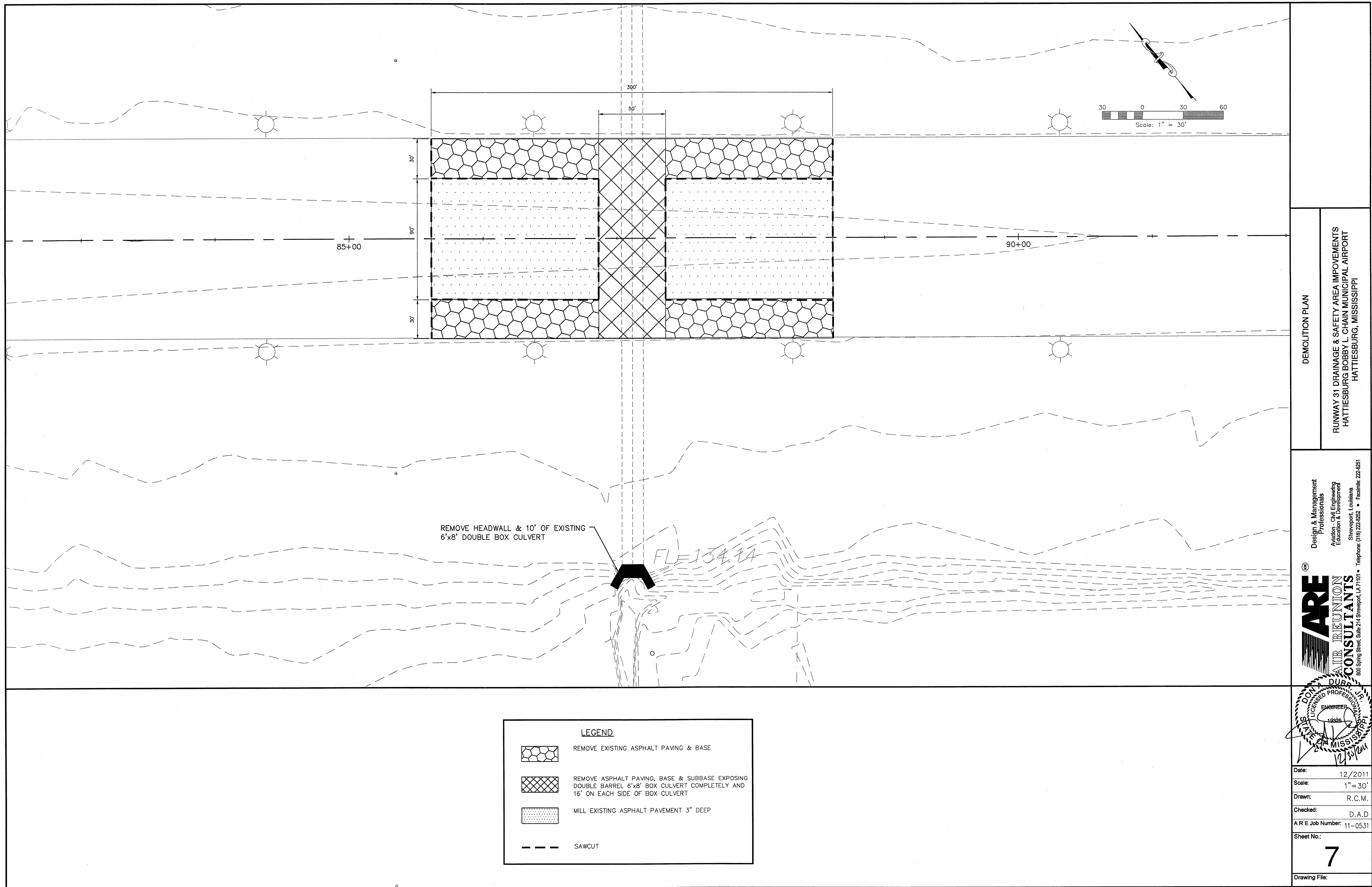
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HATTIESBURG, MISSISSIPPI

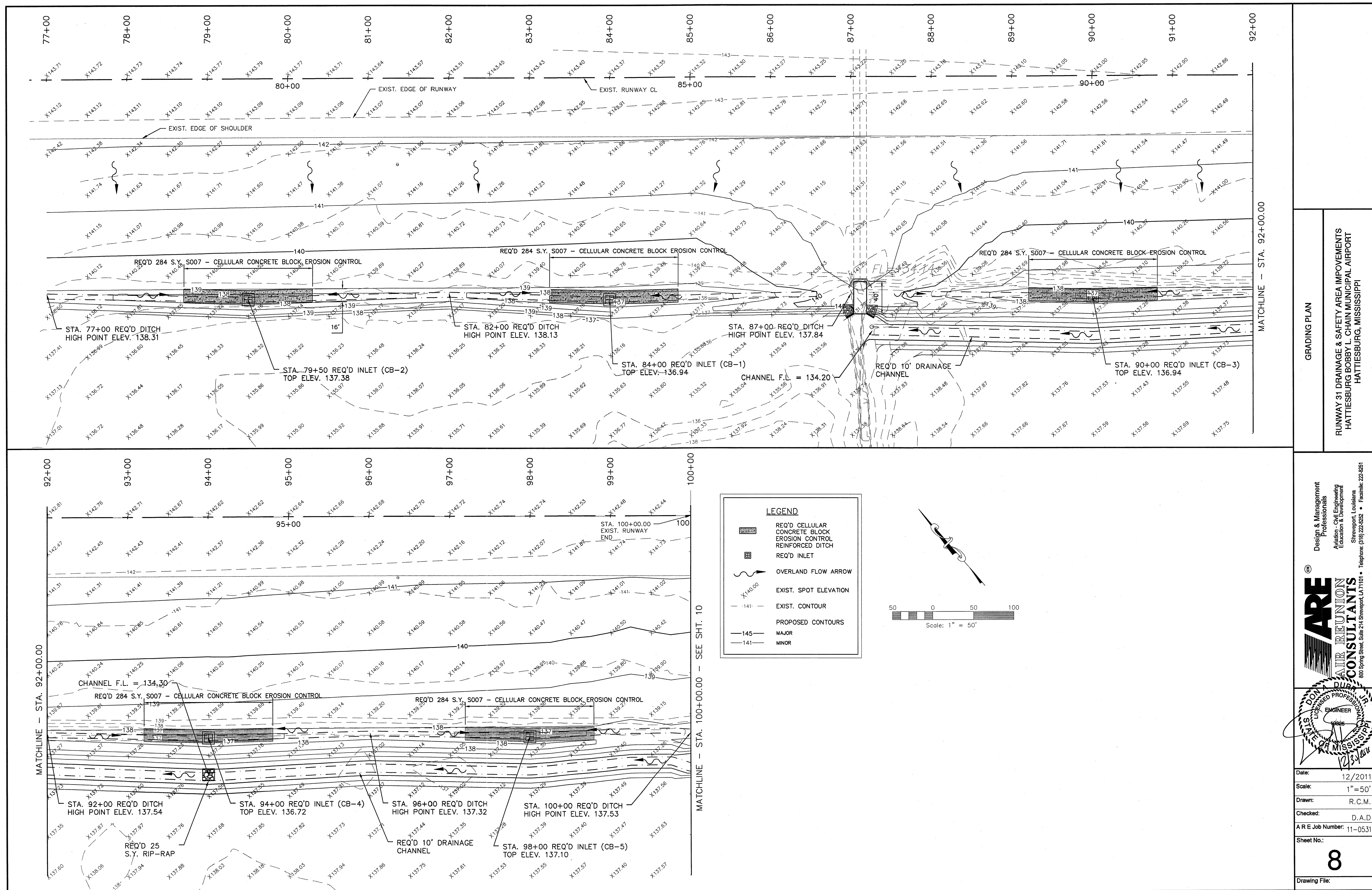
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Professional Engineer
State of Mississippi
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GRADING PLAN

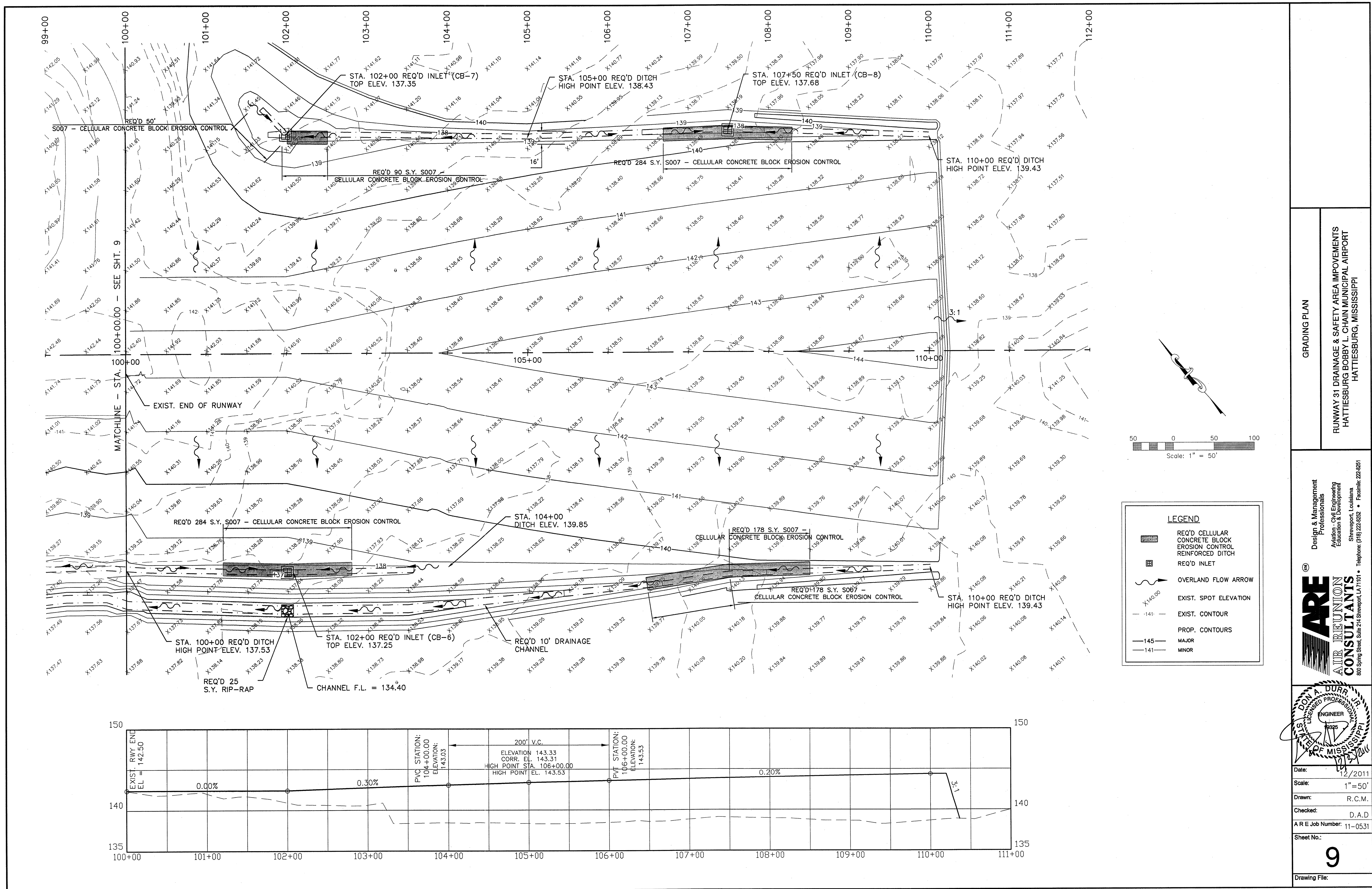
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Professional Engineer
12/31/2011

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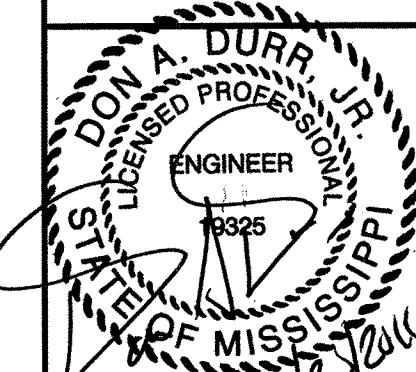
GRADING PLAN

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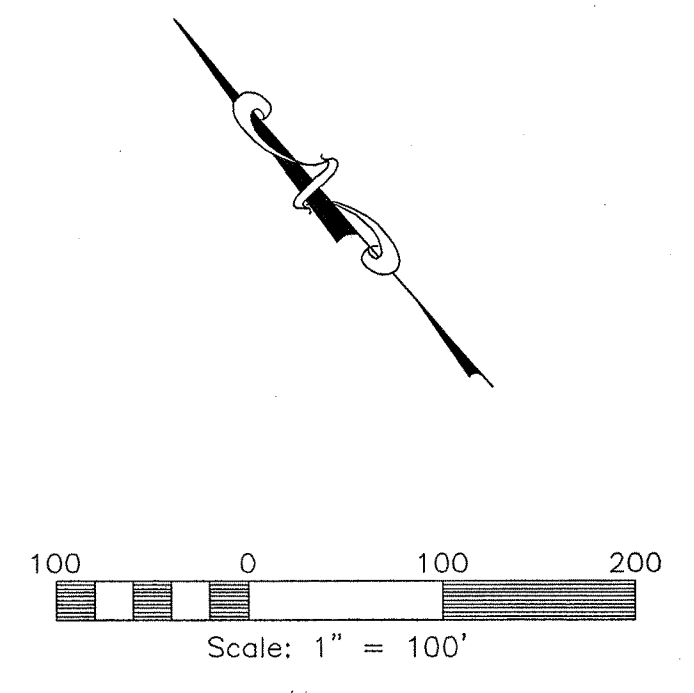
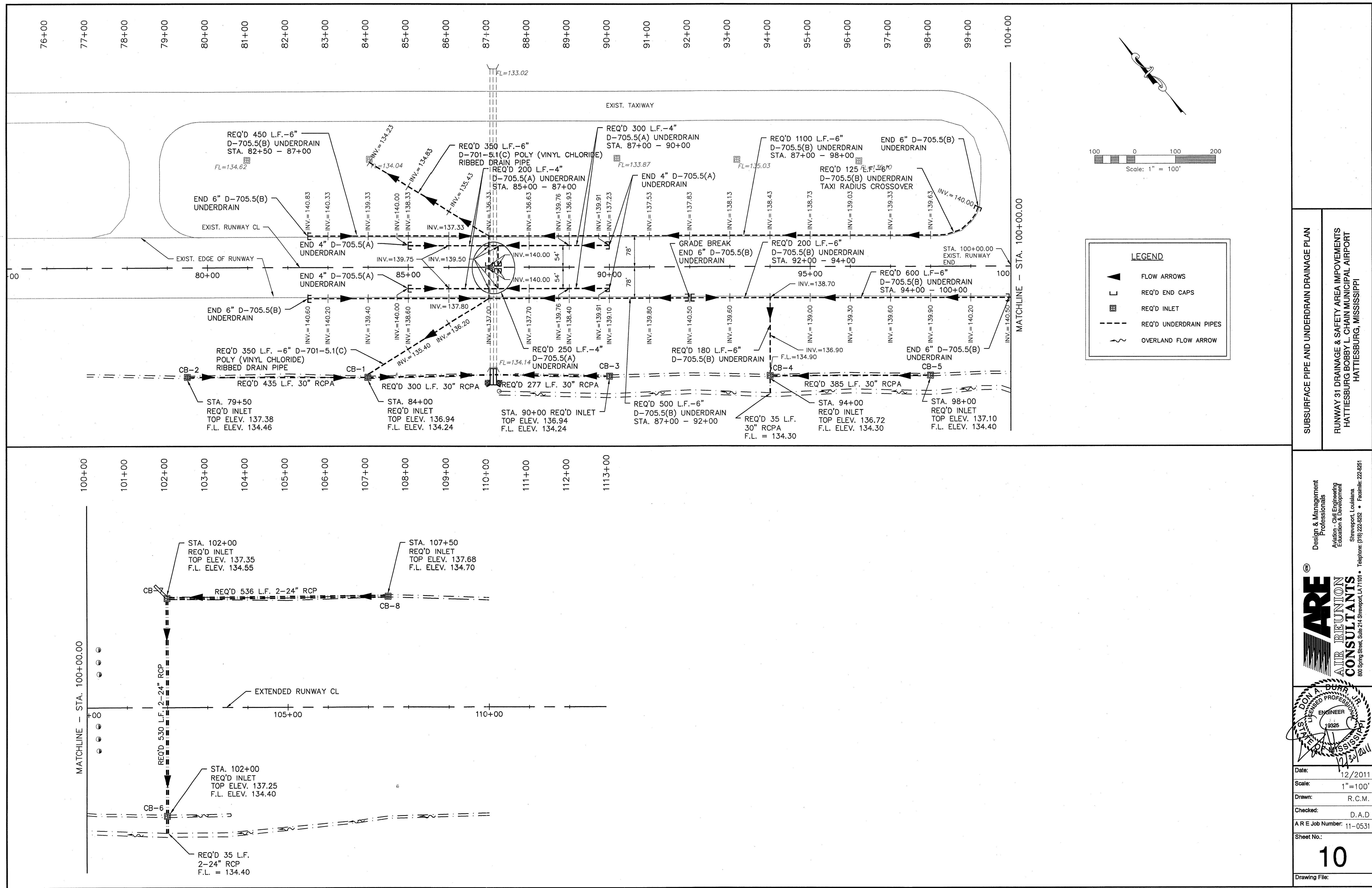
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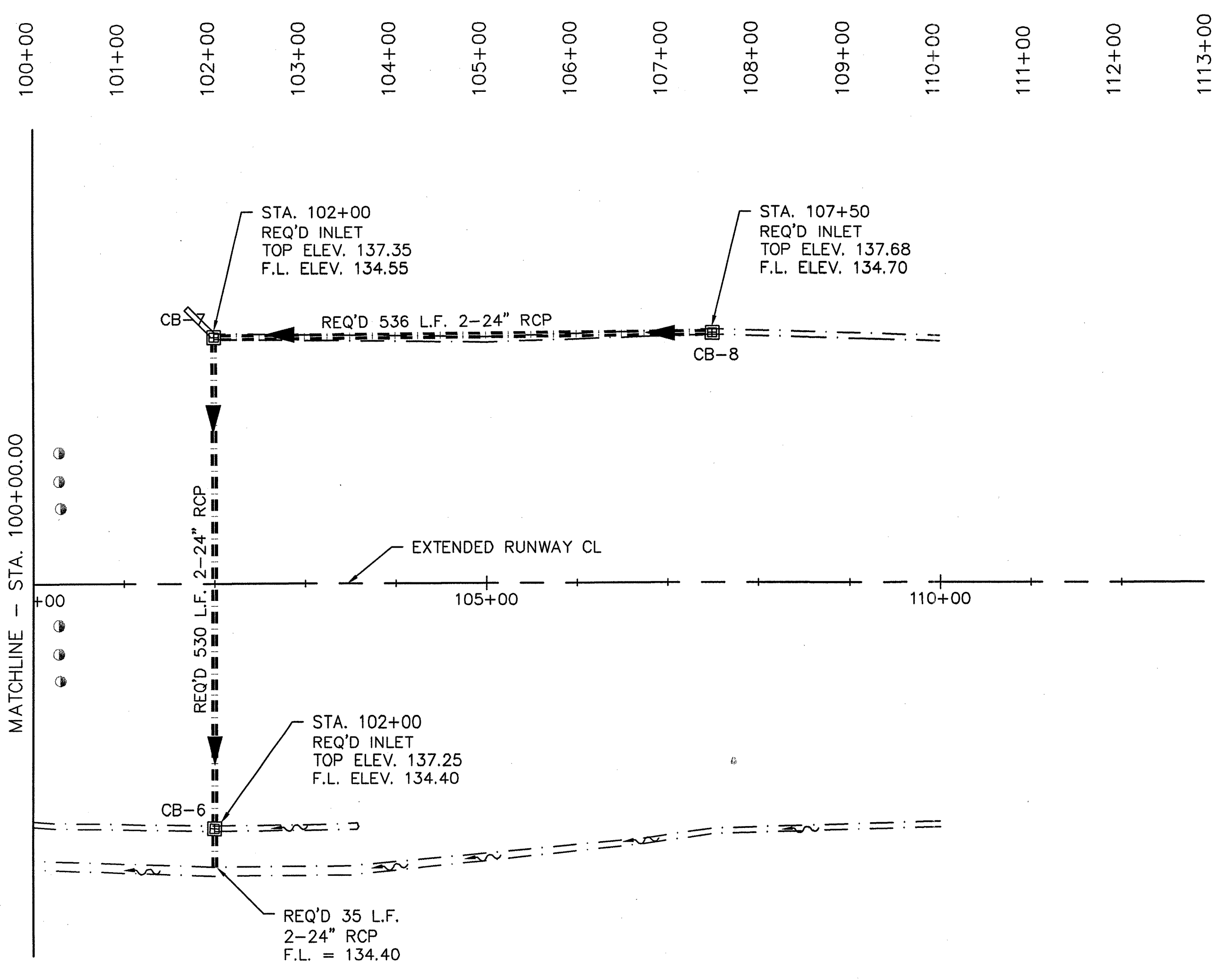
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LEGEND

- ▲ FLOW ARROWS
- └─ REQ'D END CAPS
- ▣ REQ'D INLET
- REQ'D UNDERDRAIN PIPES
- ~ OVERLAND FLOW ARROW



SUBSURFACE PIPE AND UNDERDRAIN DRAINAGE PLAN

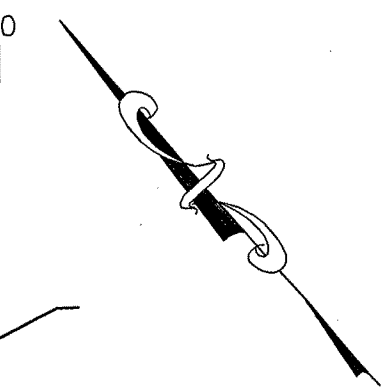
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ARE
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CONSULTANTS

Professional Engineer
13926
12/31/2011

Date: 12/2011
Scale: 1"=100'
Drawn: R.C.M.
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NOTE: CONCRETE COMPRESSIVE STRENGTH SHALL BE 3000 PSI AT 28 DAYS WITH FIBROUS AND WELDED WIRE FABRIC REINFORCEMENT. (FLAT SHEETS 6x6-W2.9x2.9 CONFORMING TO ASTM SB15)

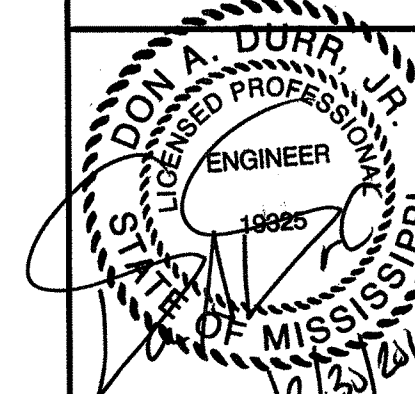


REQ'D INLET
REQ'D DRAIN PIPES
PIPE FLOW ARROWS
OVERLAND FLOW ARROW
REQ'D DRAINAGE CHANNELS
EXIST. DRAINAGE CHANNELS

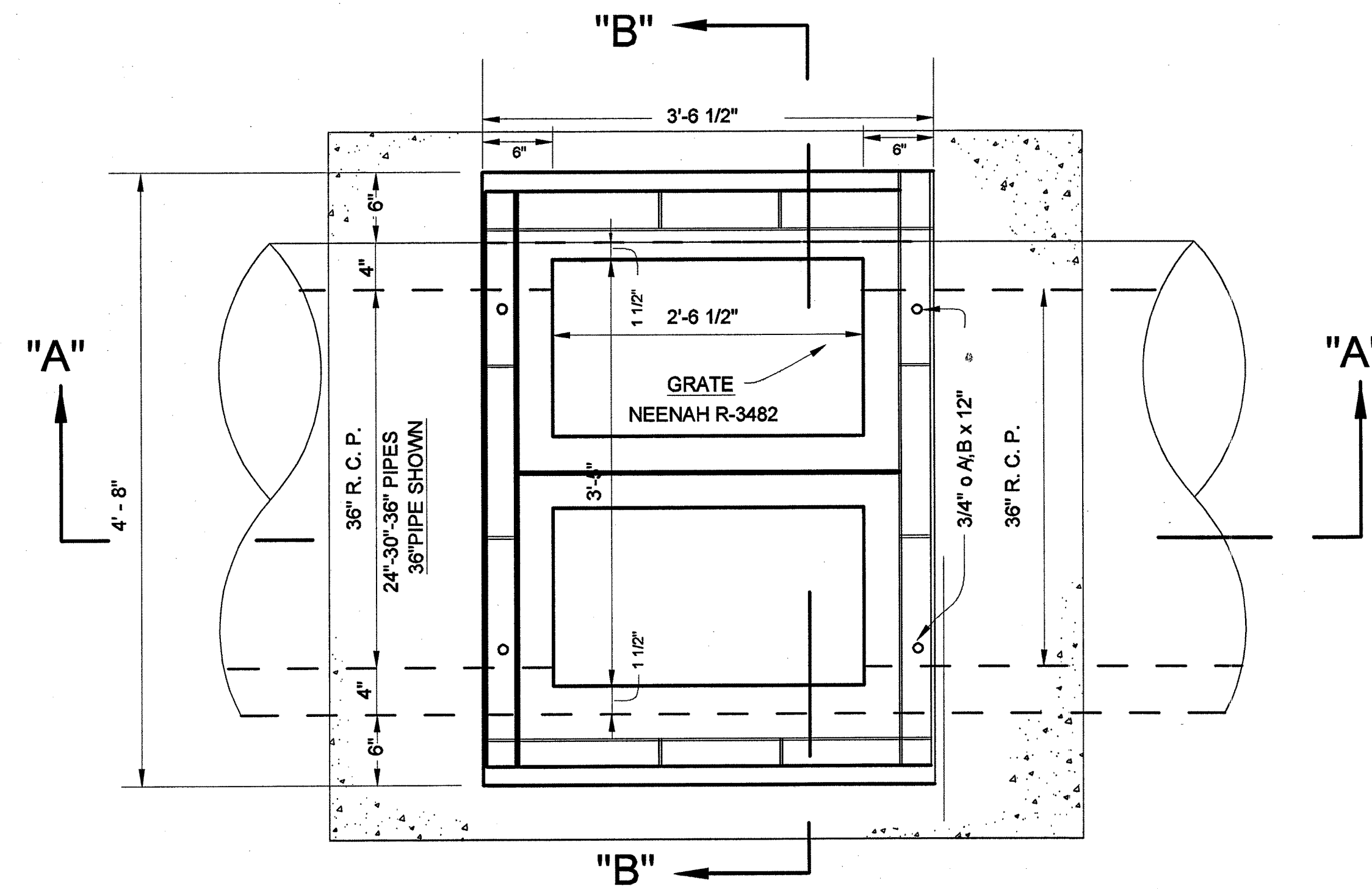
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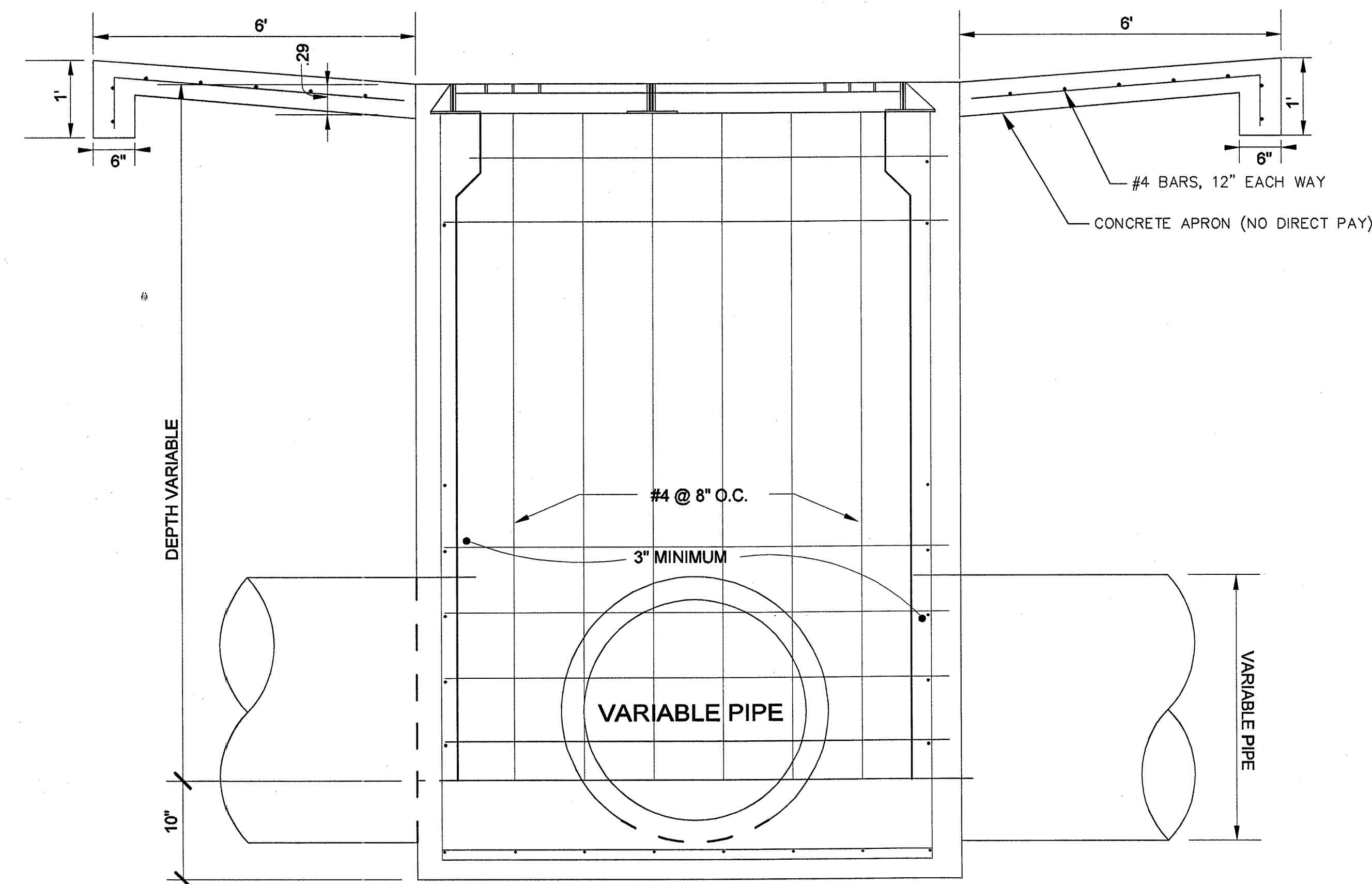


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PLAN INLET STRUCTURE

1. ALL CORNERS TO BE CHAMFERED 3/4".
2. RUBBED FINISH REQUIRED ON EXPOSED SURFACES.
3. R.C. CATCH BASIN SHALL CONFORM TO A.A.S.H.O. DESIGNATION M-85 CLASS A CONCRETE (3800 P.S.I. - 28 DAYS) PORTLAND CEMENT.
4. C.I. FRAME AND LID SHALL BE BITUMINOUS COATED
5. REINFORCE BARS SHALL CONFORM TO A.S.T.M. DESIGNATION A-615 (GRADE 40).
6. STEEL MESH TO CONFORM TO A.S.T.M. A-185.
7. GRATES TO BE CENTERED.
8. BACKFILL TO BE COMPACTED TO 95% DENSITY.

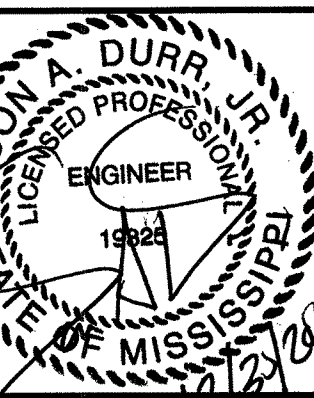


DRAINAGE DETAIL SHEET

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

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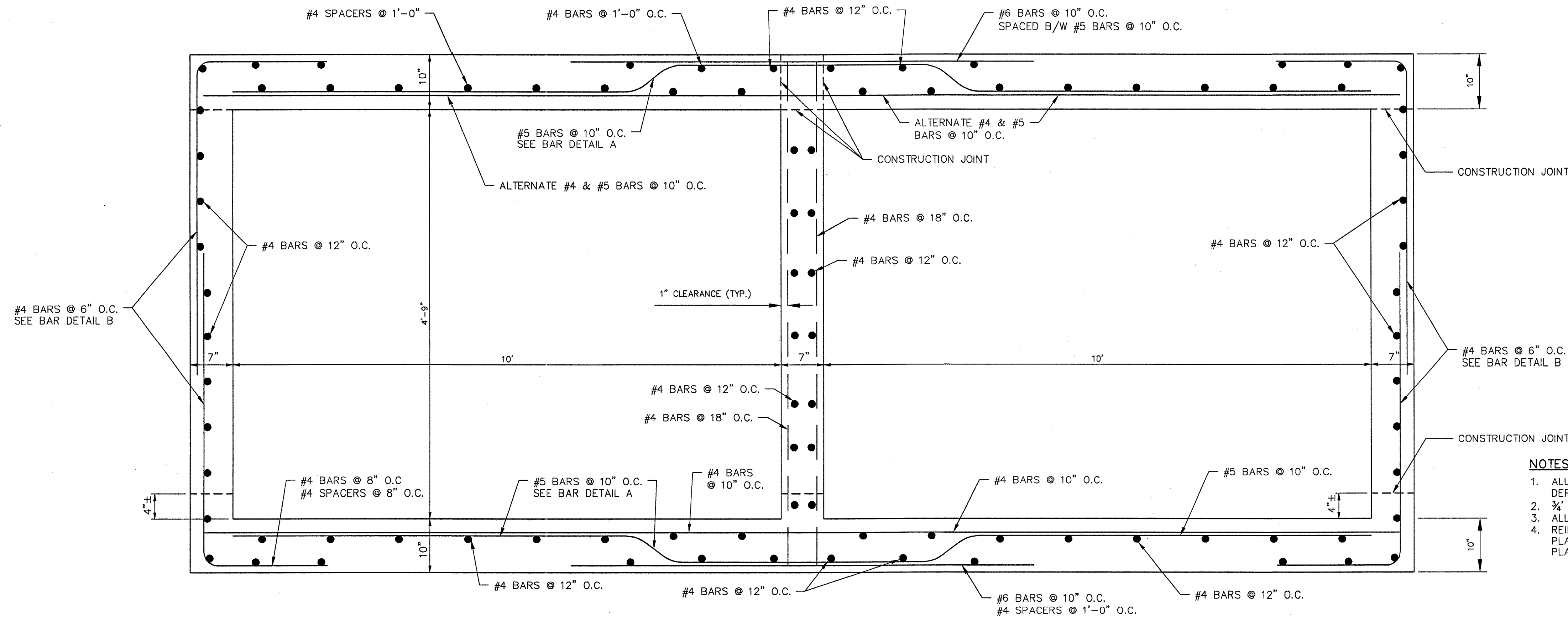
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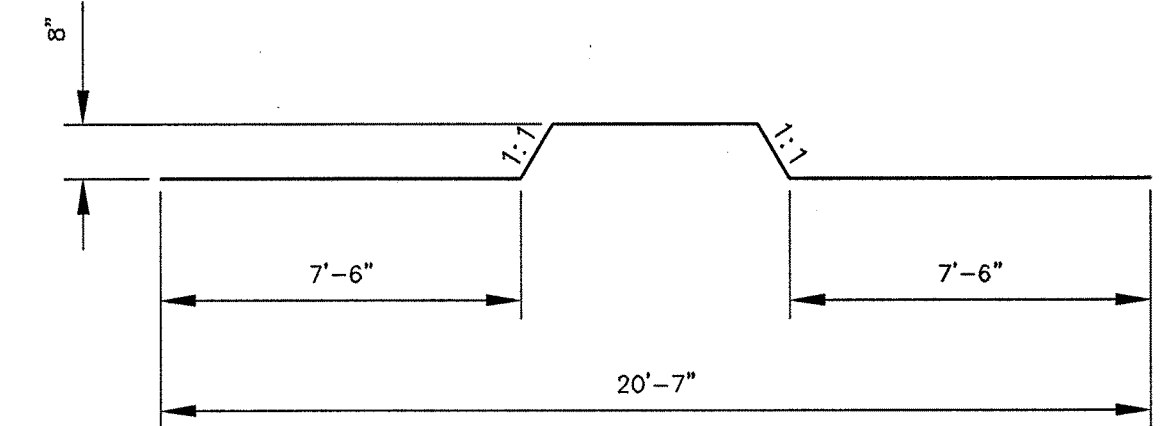
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BOX CULVERT CROSS SECTION

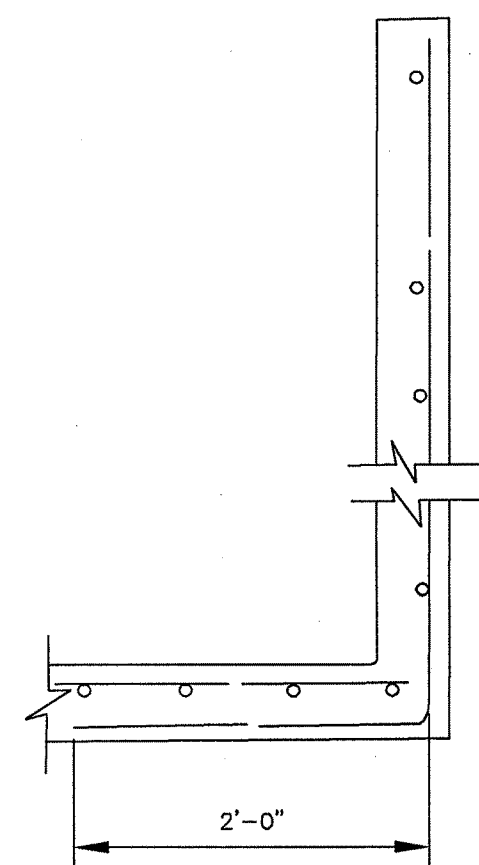
N.T.S.

- NOTES:**
1. ALL STEEL AND CONCRETE SHALL MEET MISSISSIPPI HWY. DEPT. SPECIFICATIONS.
 2. $\frac{3}{4}$ " CHAMFER REQUIRED AT ALL EXPOSED CORNERS.
 3. ALL REINFORCING STEEL IS TO HAVE A 1" MINIMUM COVER.
 4. REINFORCING BARS ARE TO BE ACCURATELY AND SECURELY PLACED, BEING WIRED AT EACH INTERSECTION, BEFORE THE PLACEMENT OF CONCRETE.



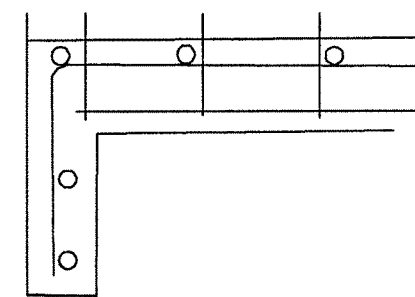
BAR DETAIL A

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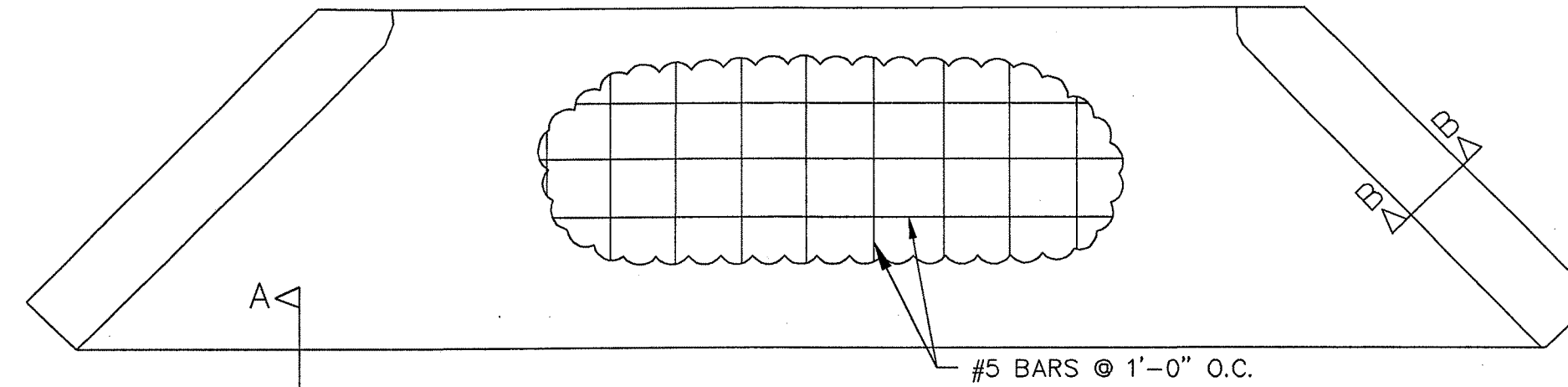
WINGWALL SECTION B-B

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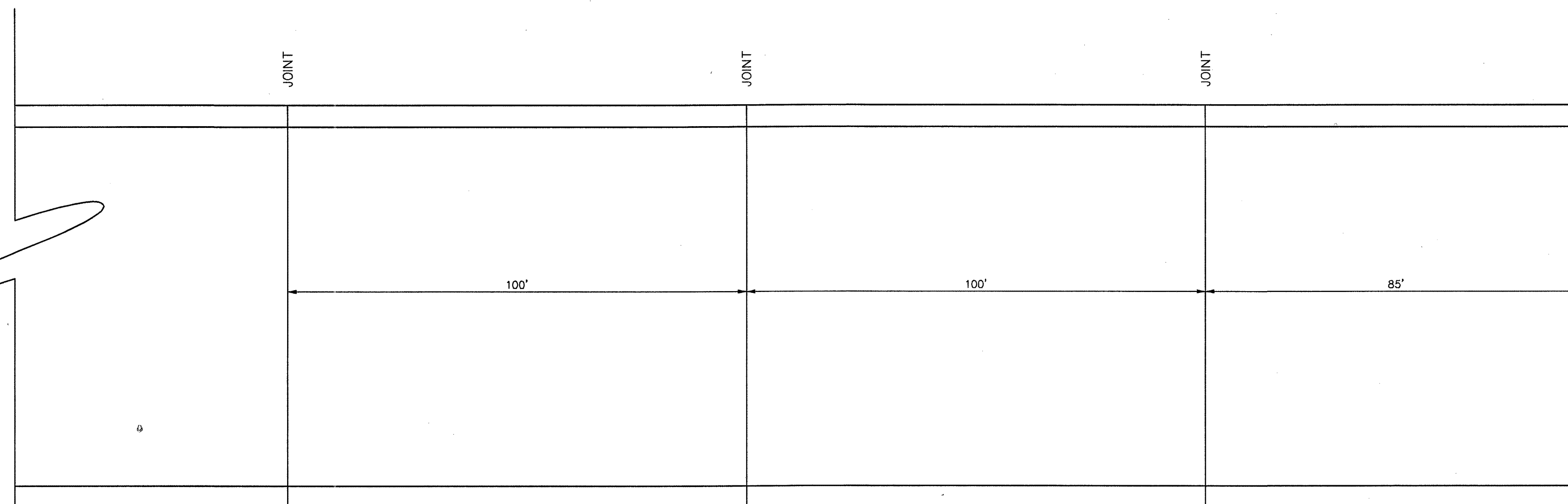
WINGWALL SECTION A-A

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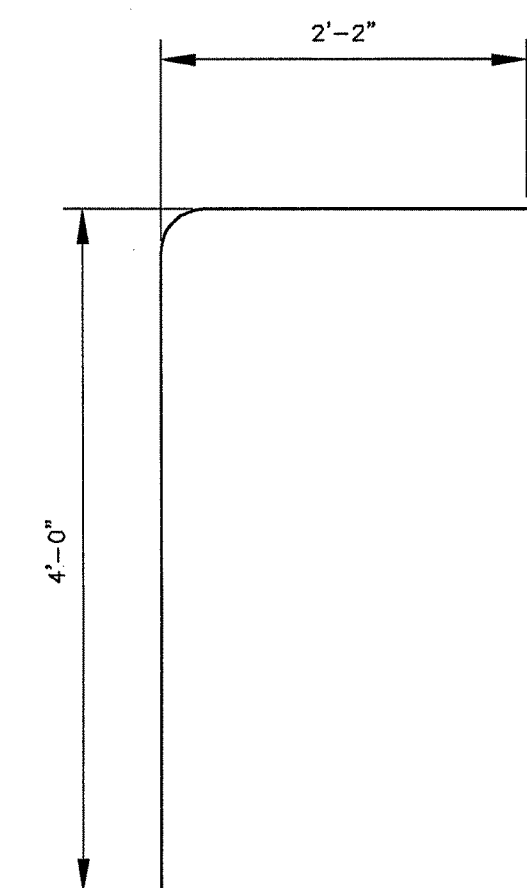
PLAN OF WINGWALL & APRON

N.T.S.



EXISTING DOUBLE BARREL 6'x8' BOX CULVERT SECTION

N.T.S.



BAR DETAIL B

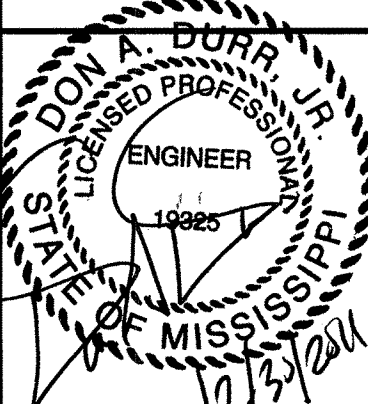
N.T.S.

STRUCTURE PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
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HATTIESBURG, MISSISSIPPI

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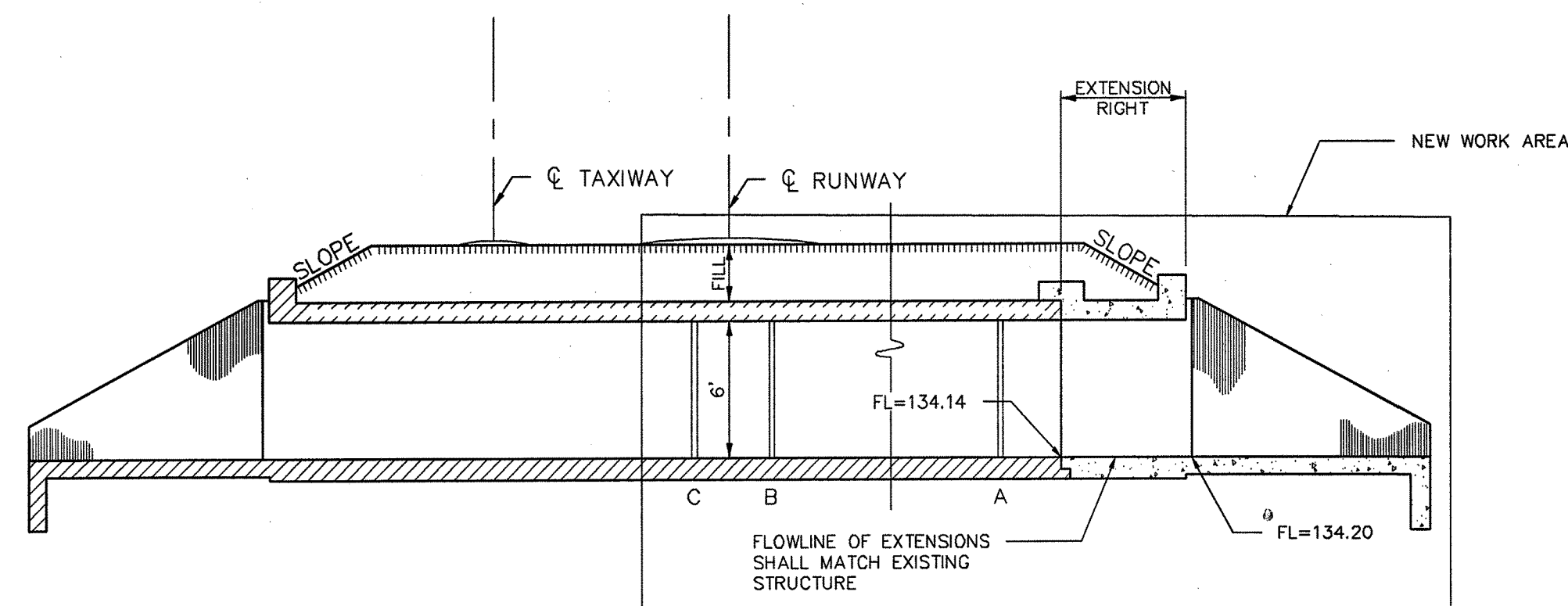
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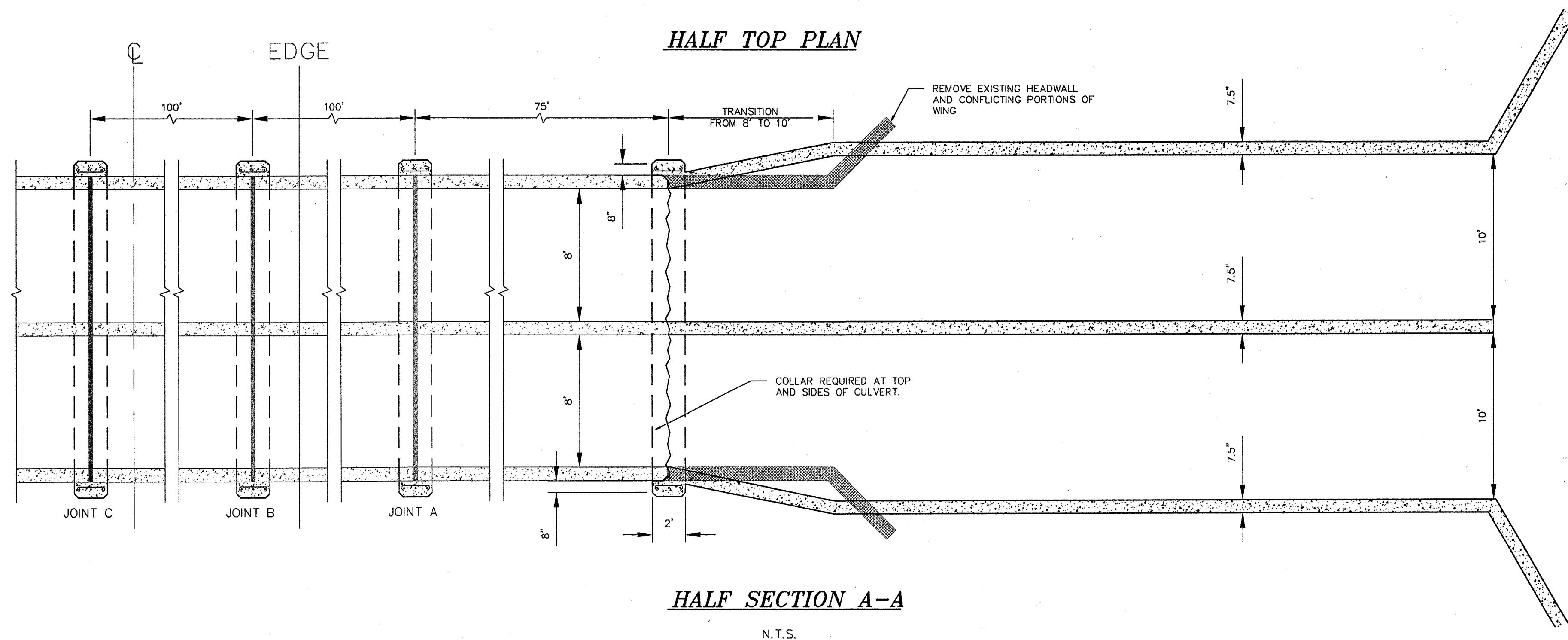
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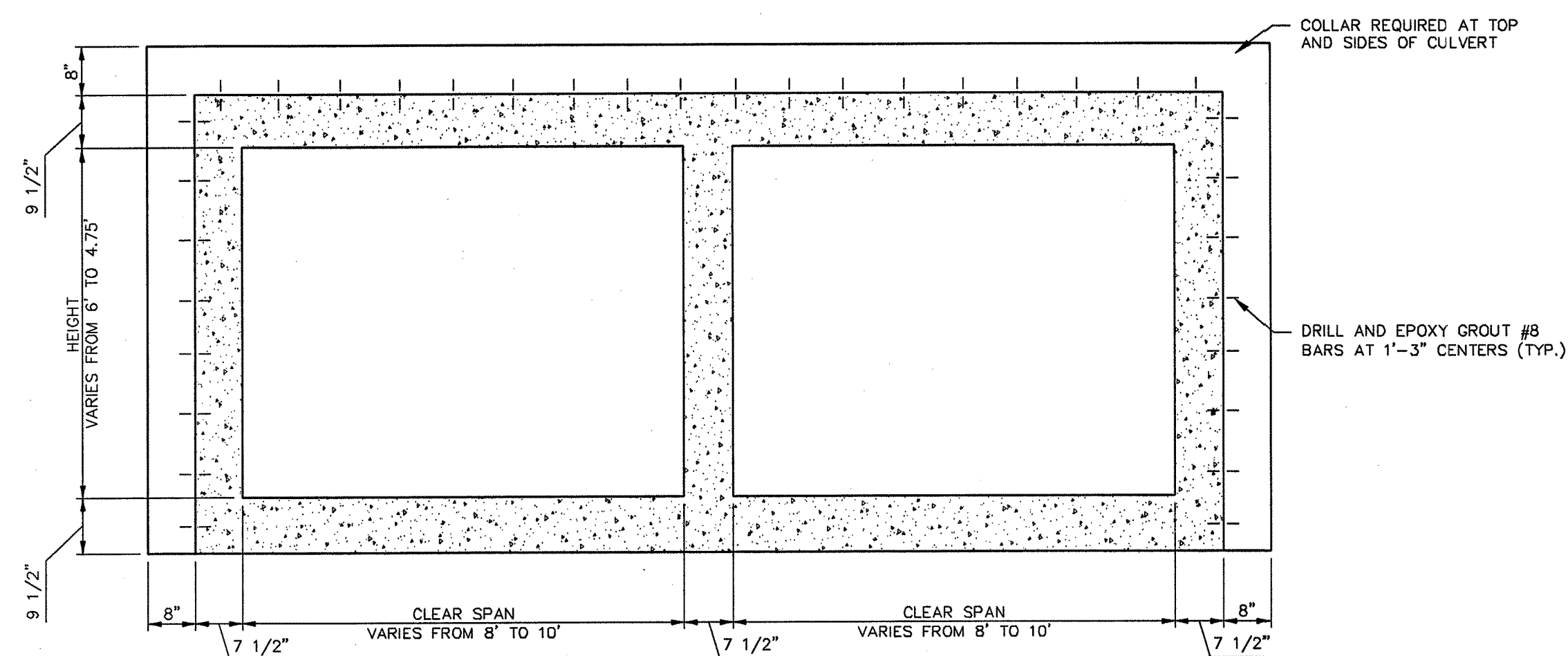
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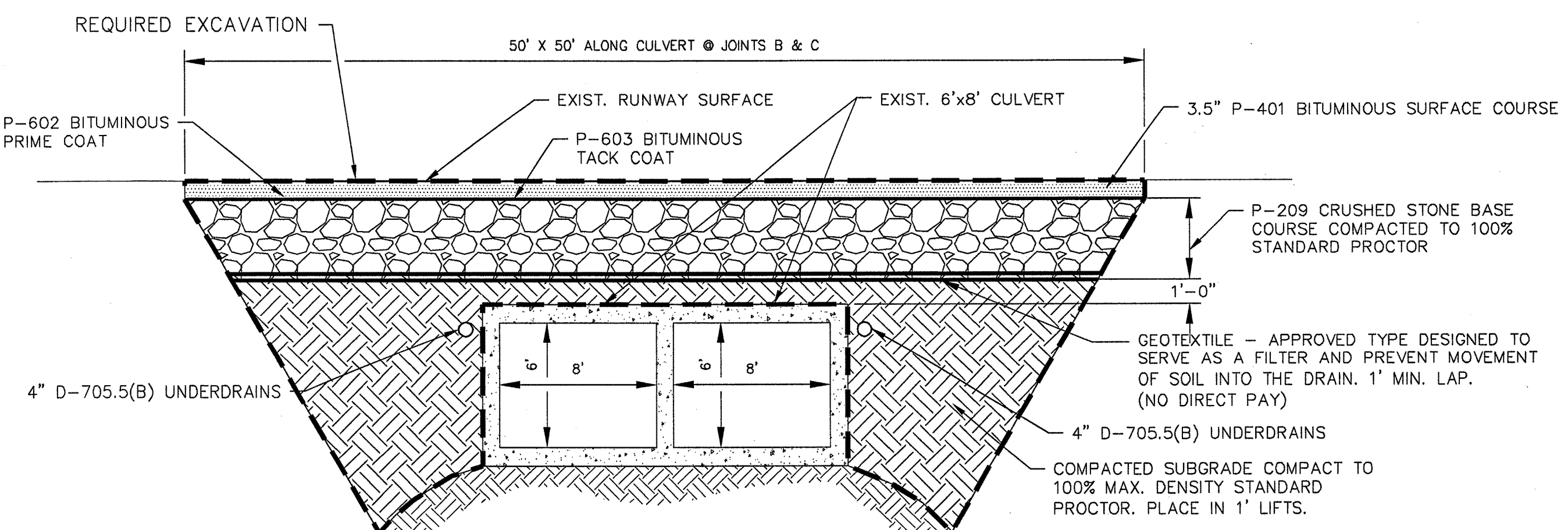
TYPICAL LONGITUDINAL SECTION
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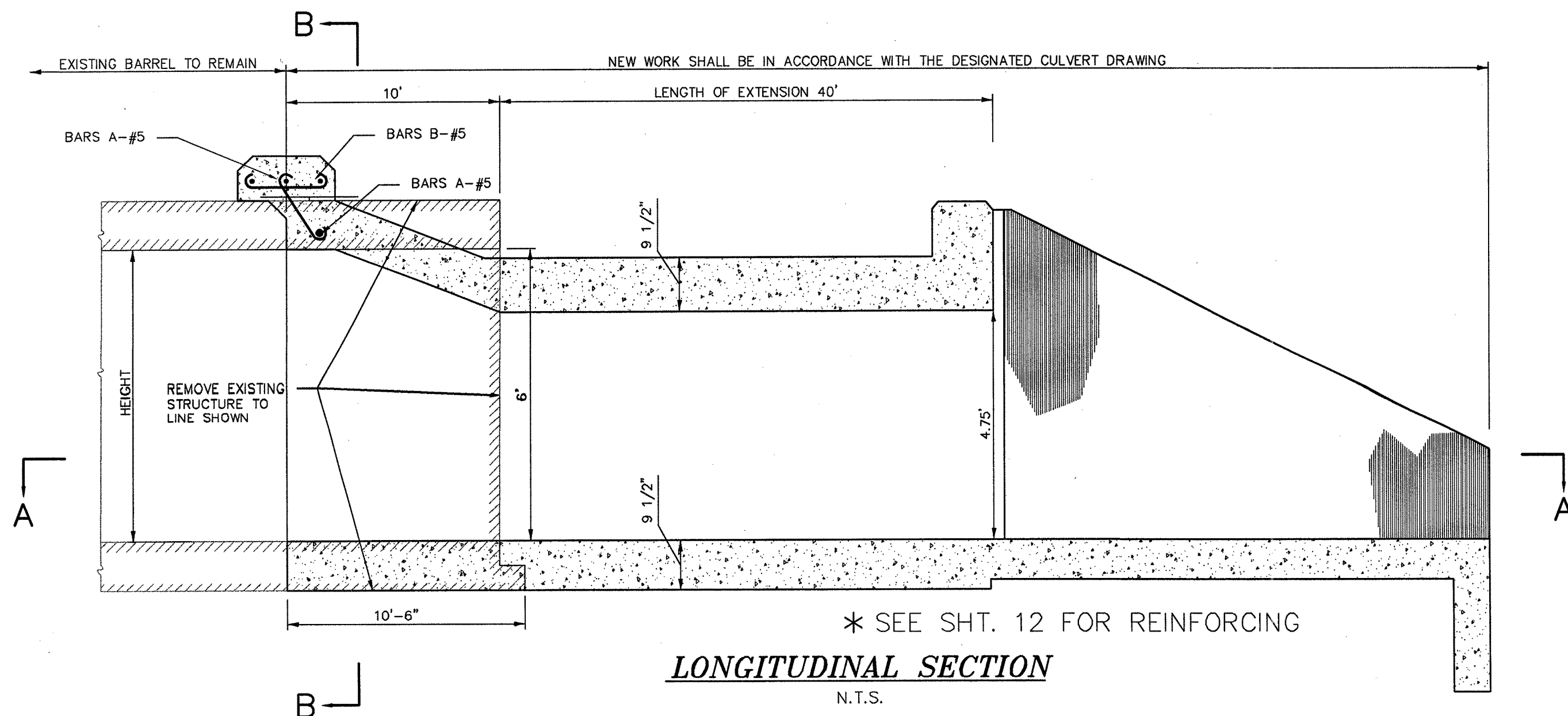
HALF SECTION A-A
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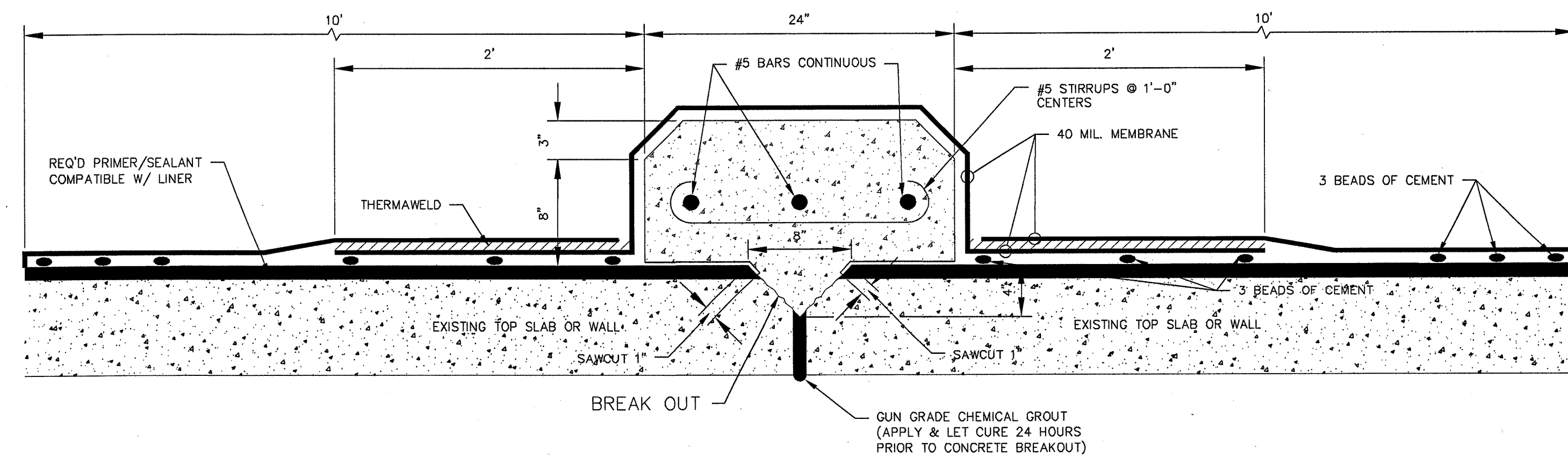
SECTION B-B * SEE SHT. 12 FOR REINFORCING
N.T.S.



SECTION AT CULVERT REPAIR BENEATH RUNWAY
N.T.S.



* SEE SHT. 12 FOR REINFORCING
LONGITUDINAL SECTION
N.T.S.



CULVERT JOINT REPAIR DETAIL
N.T.S.

STRUCTURE PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

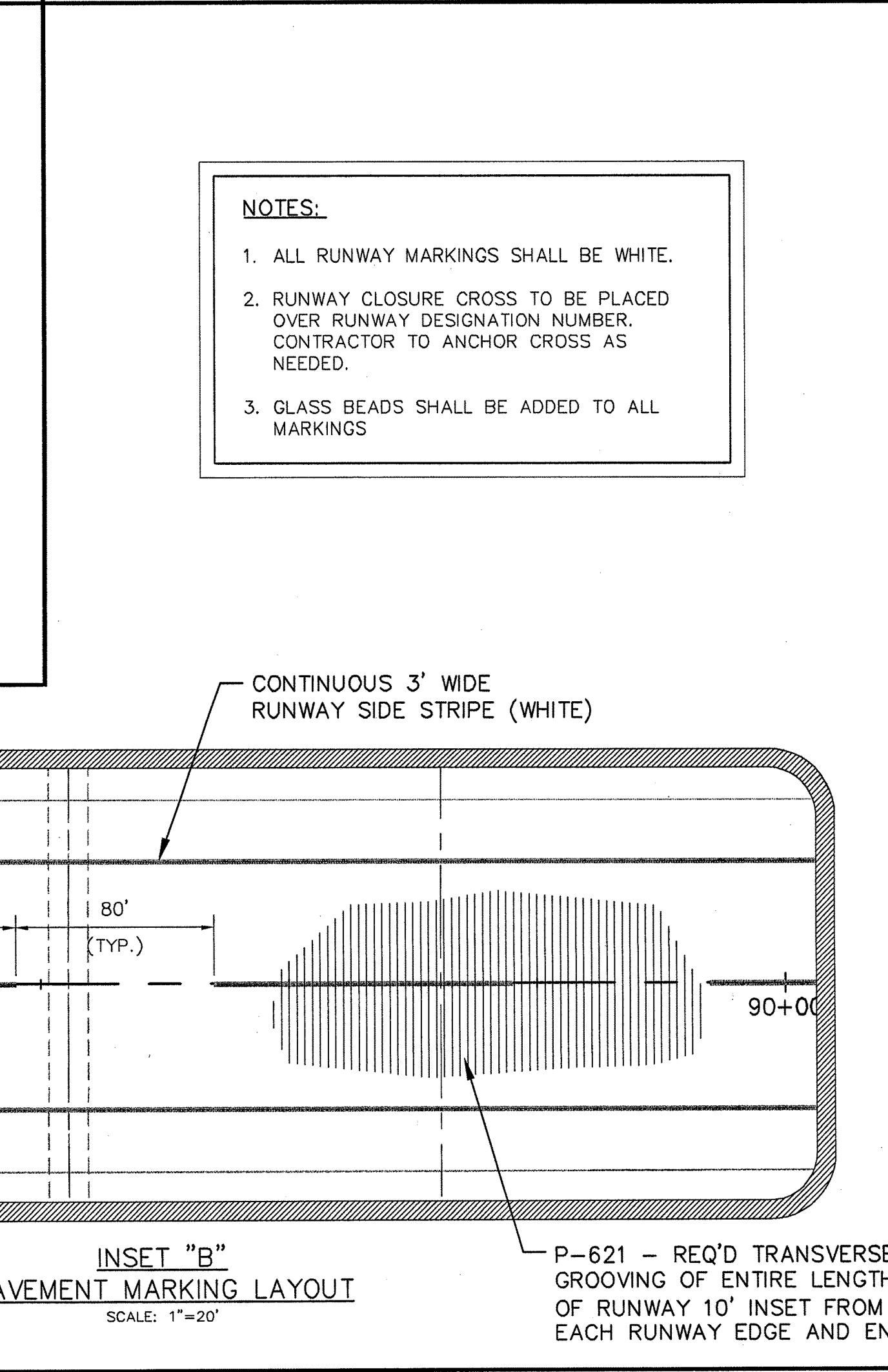
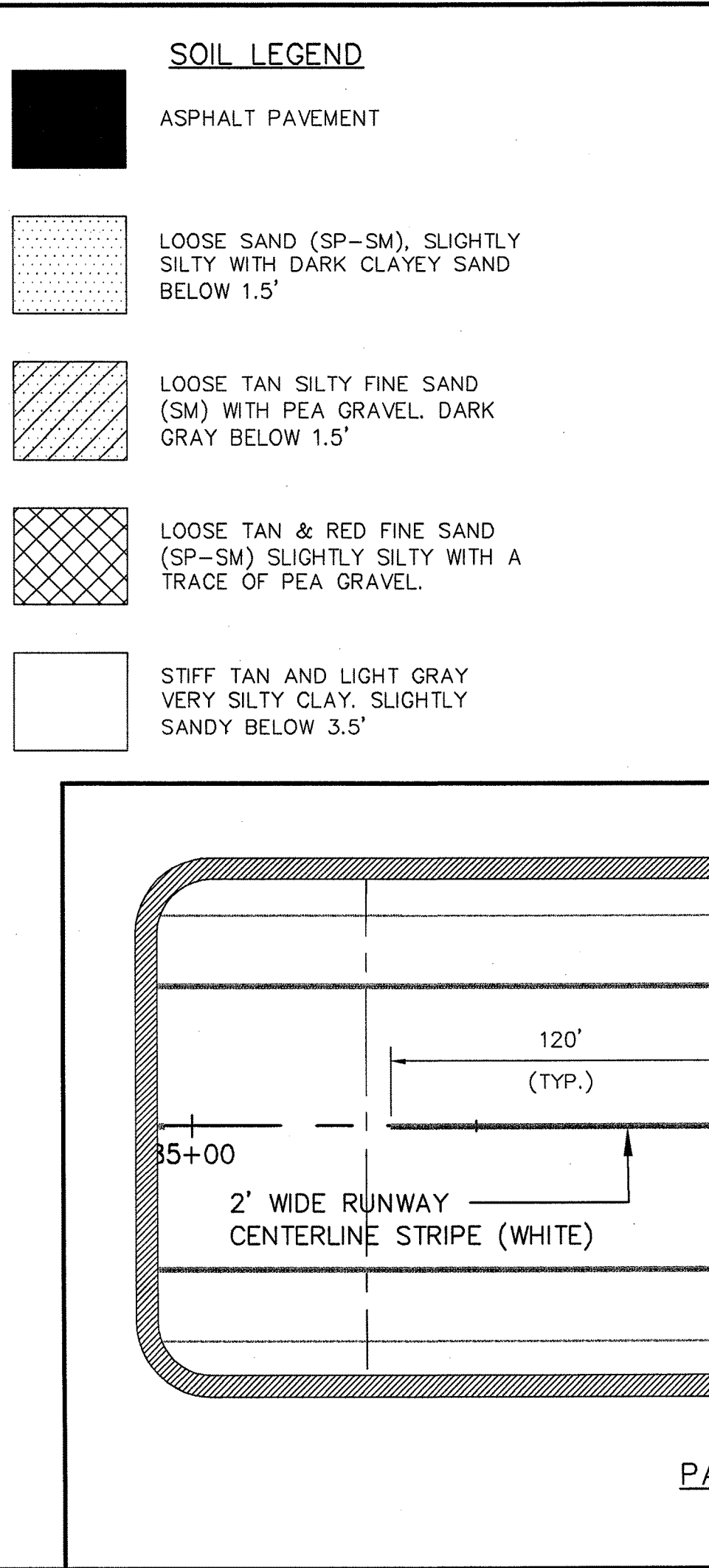
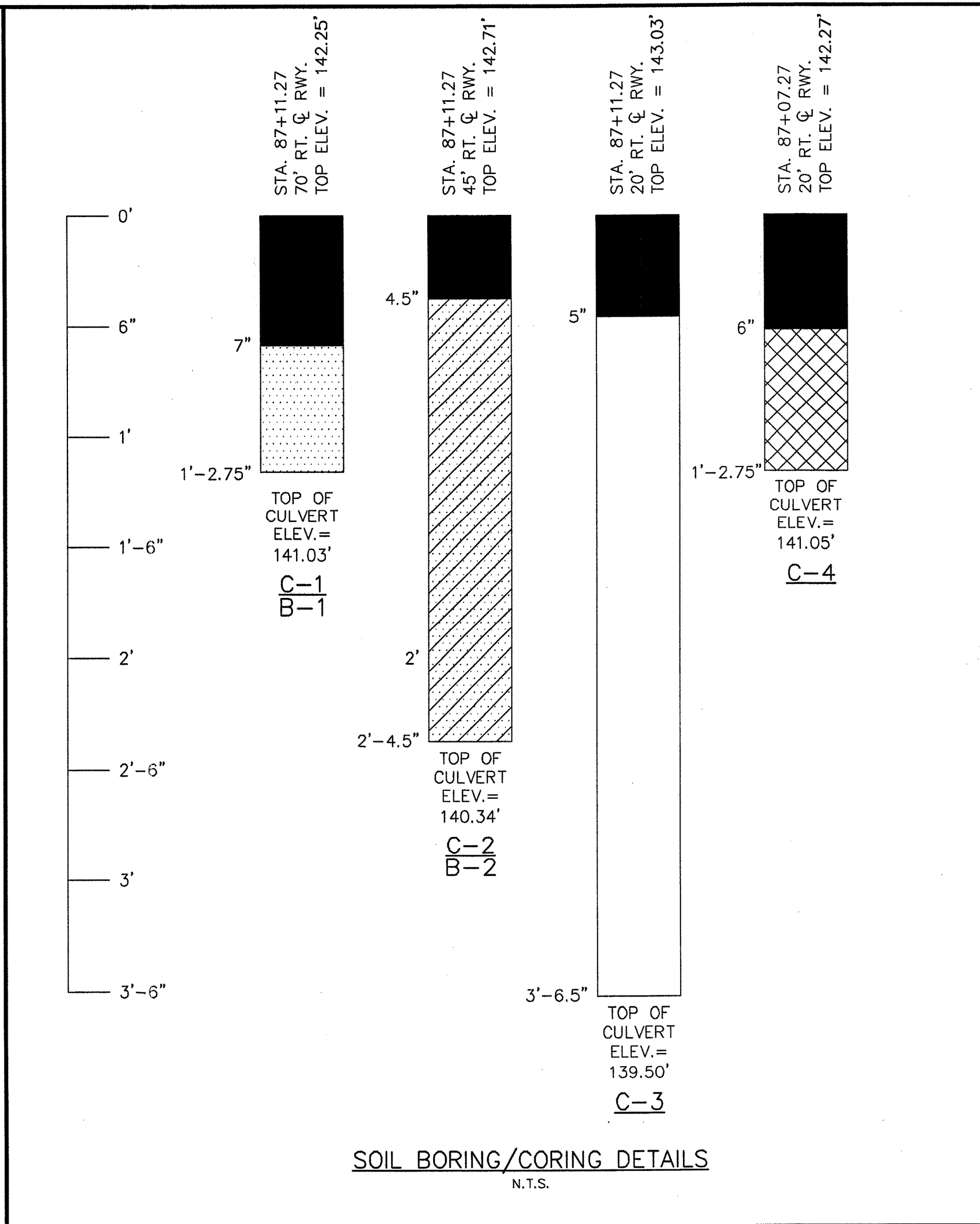
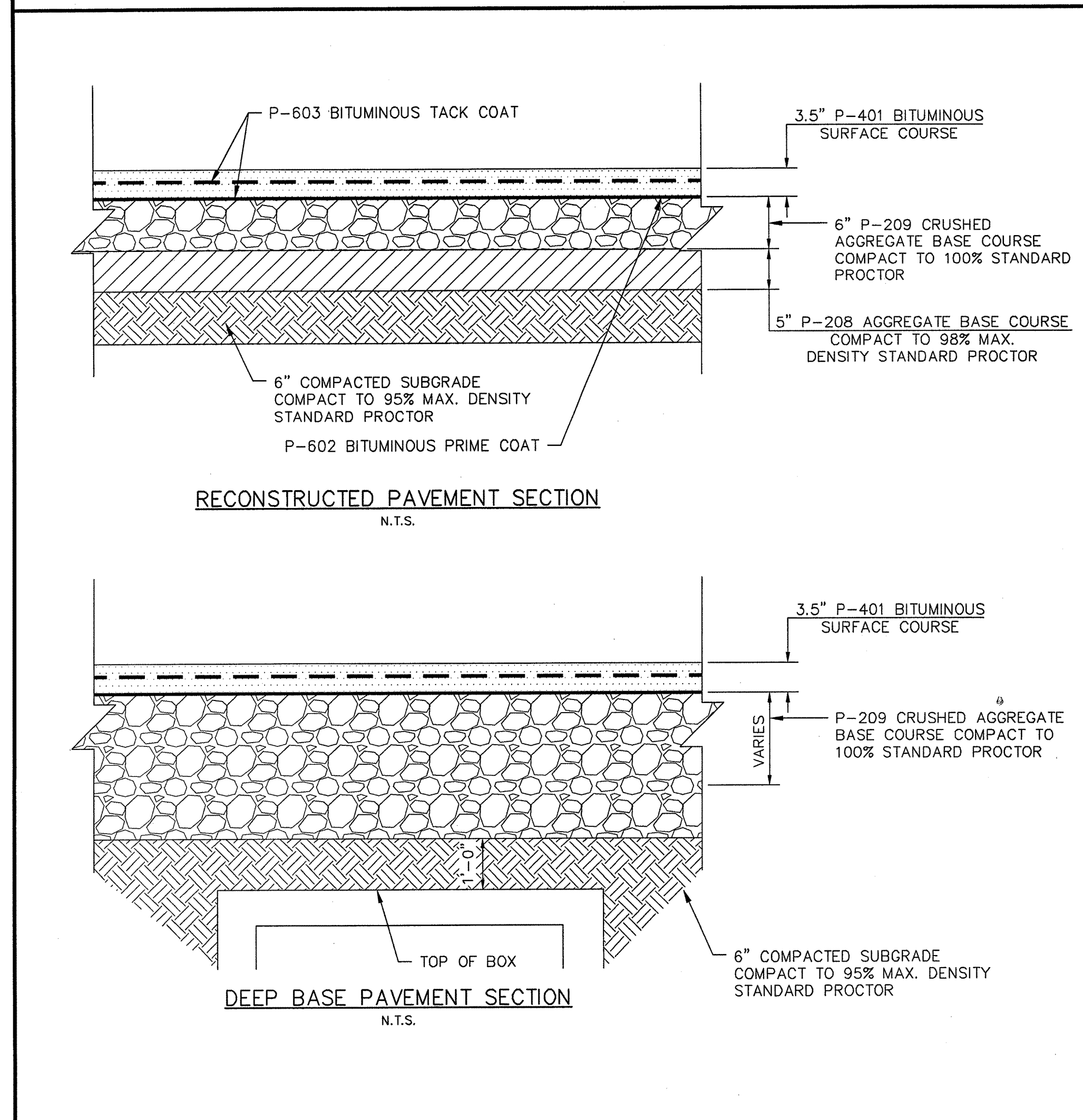
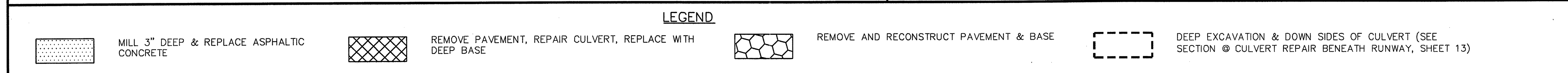
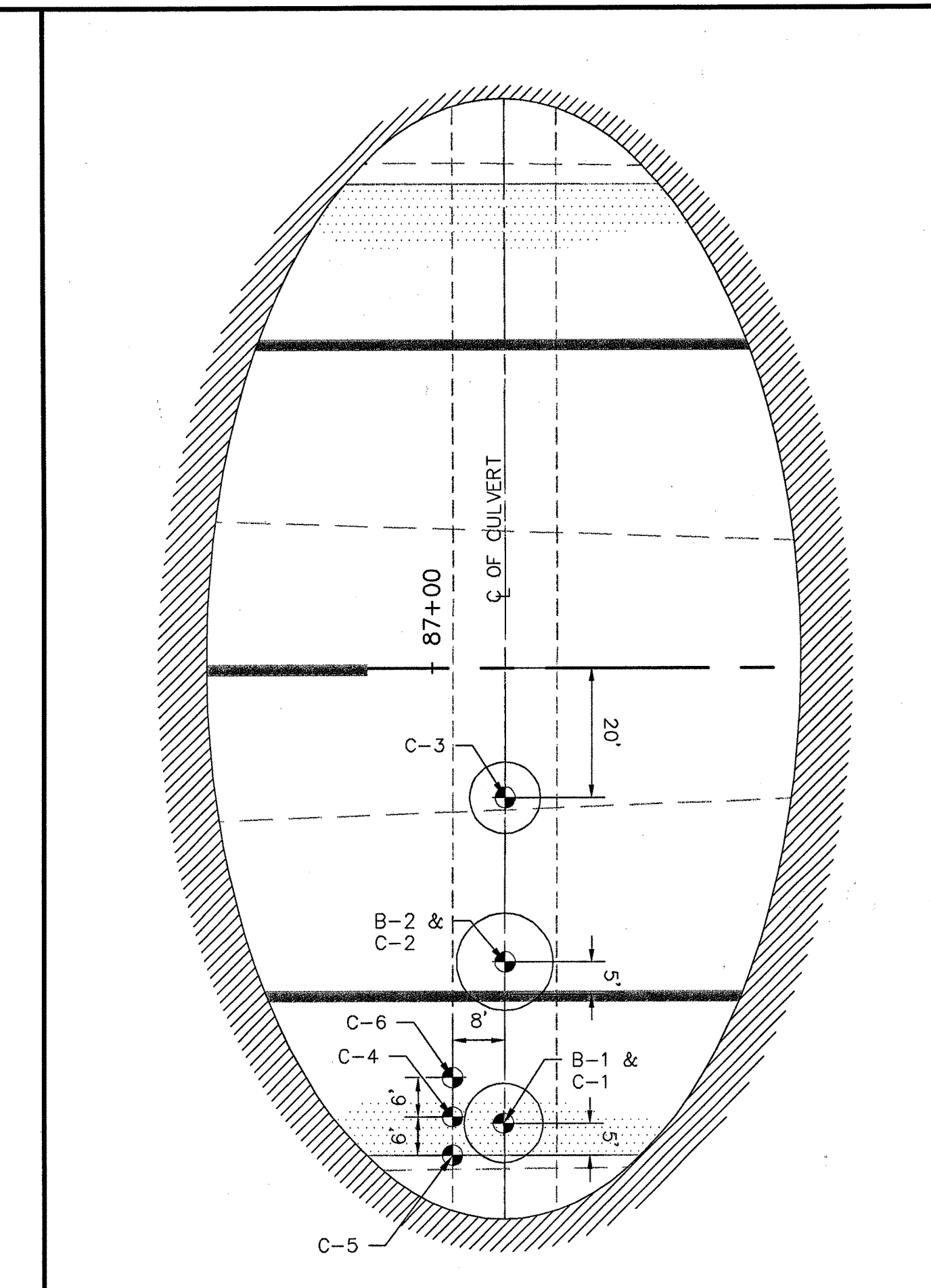
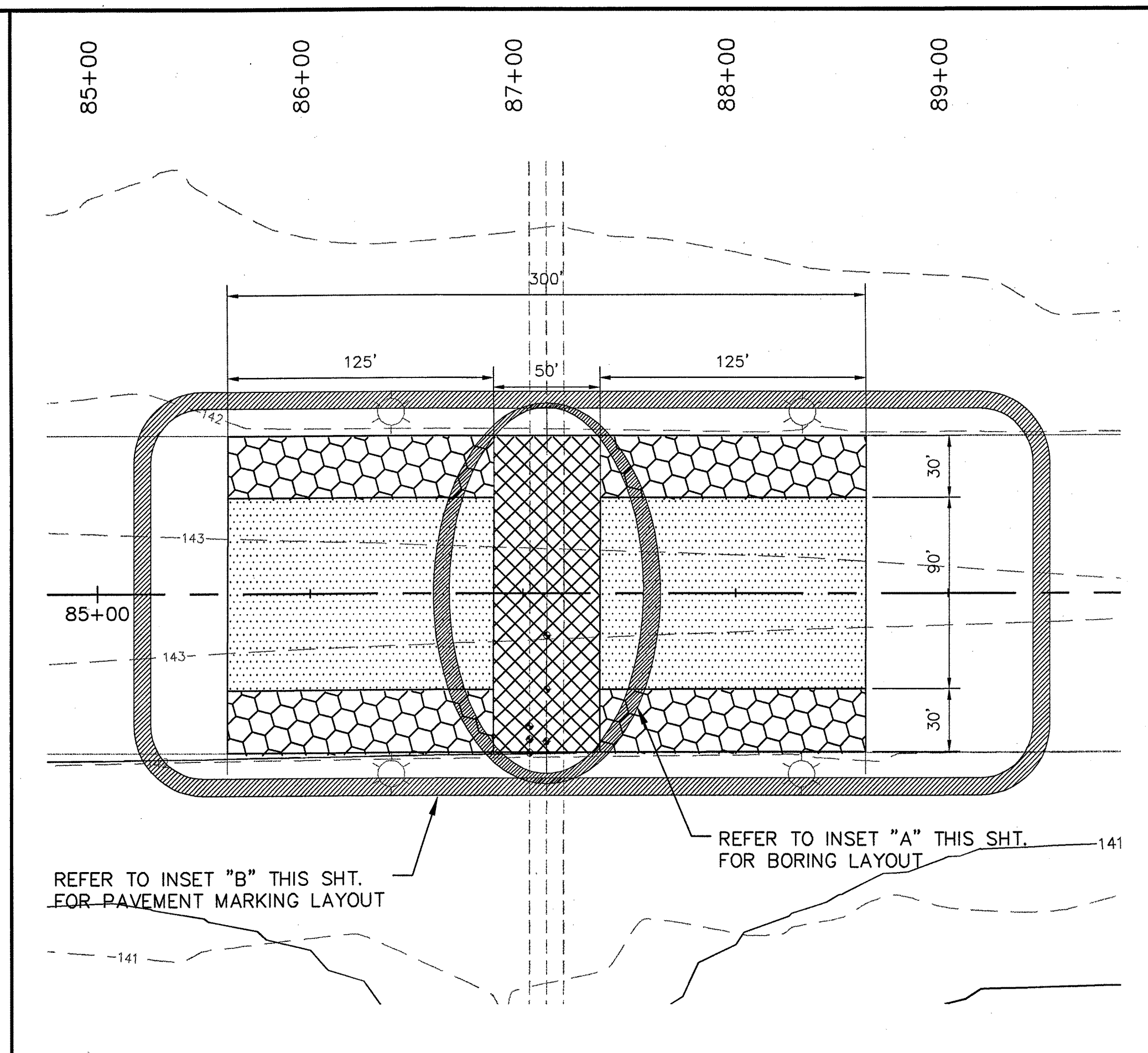
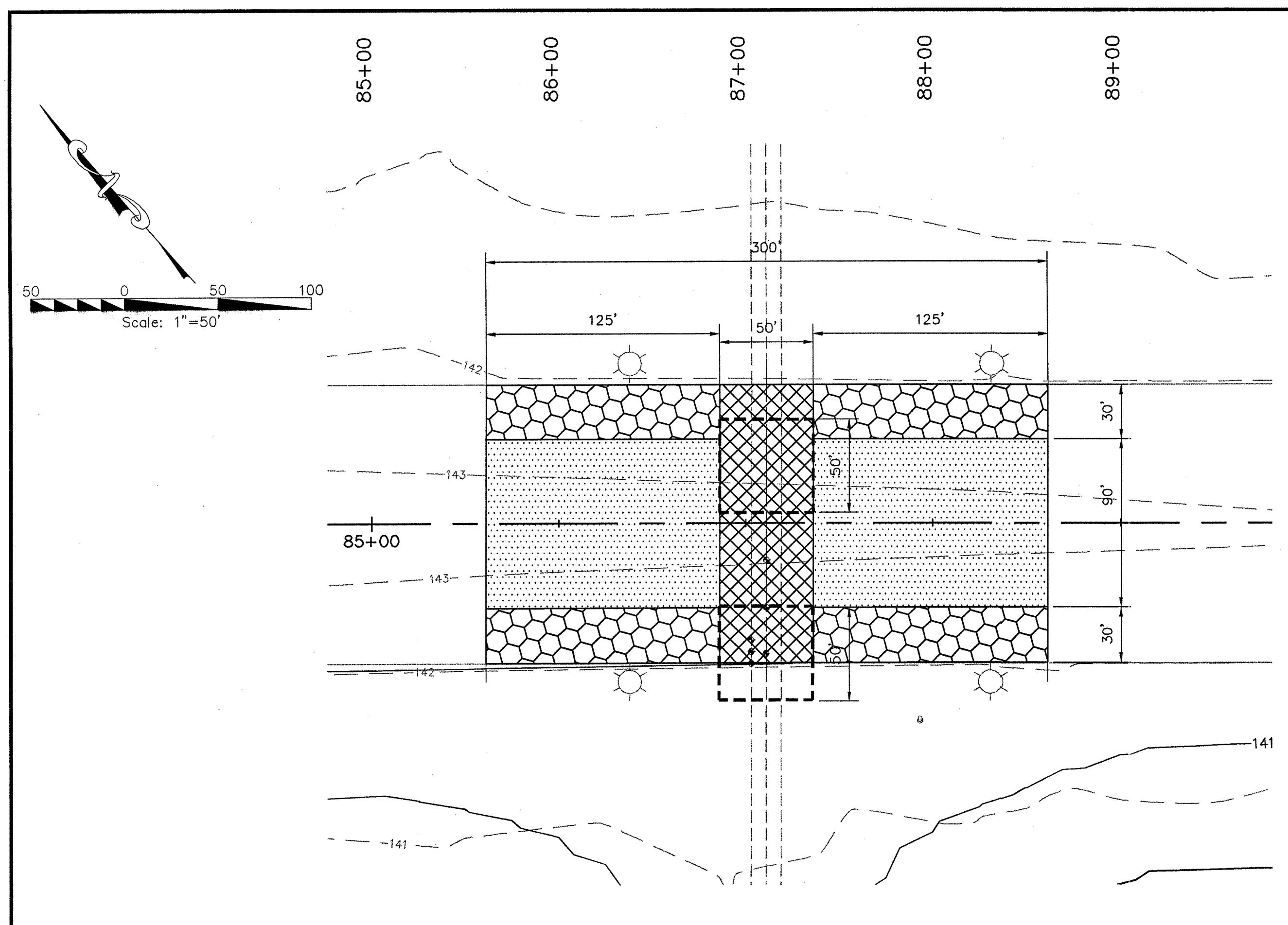
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CONSULTANTS

Don A. Durr, Jr.
Professional Engineer
1982
State of Mississippi
10/3/2011

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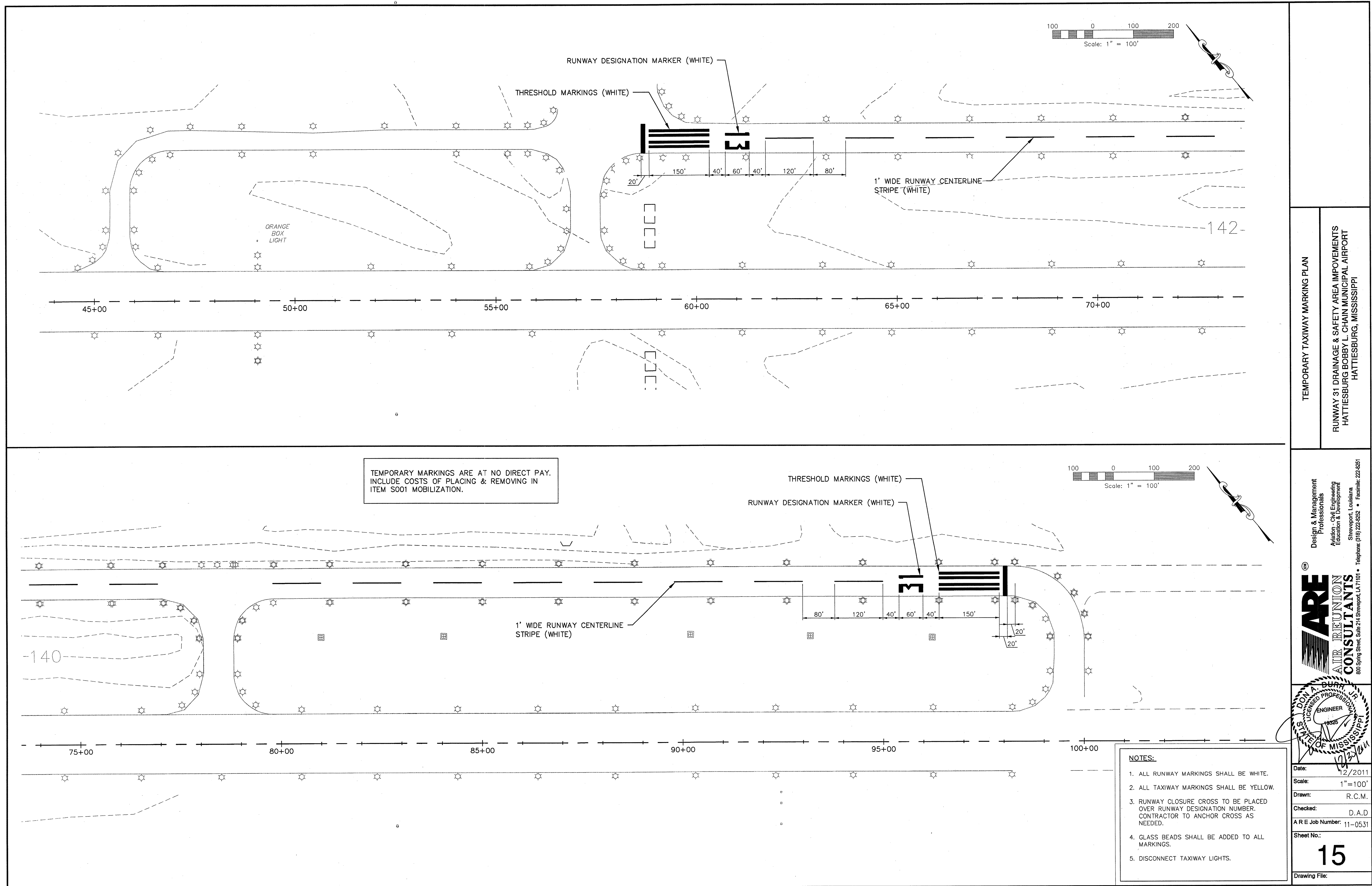
PAVING PLAN

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
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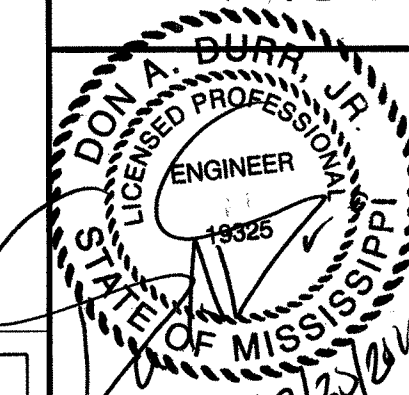


TEMPORARY TAXIWAY MARKING PLAN

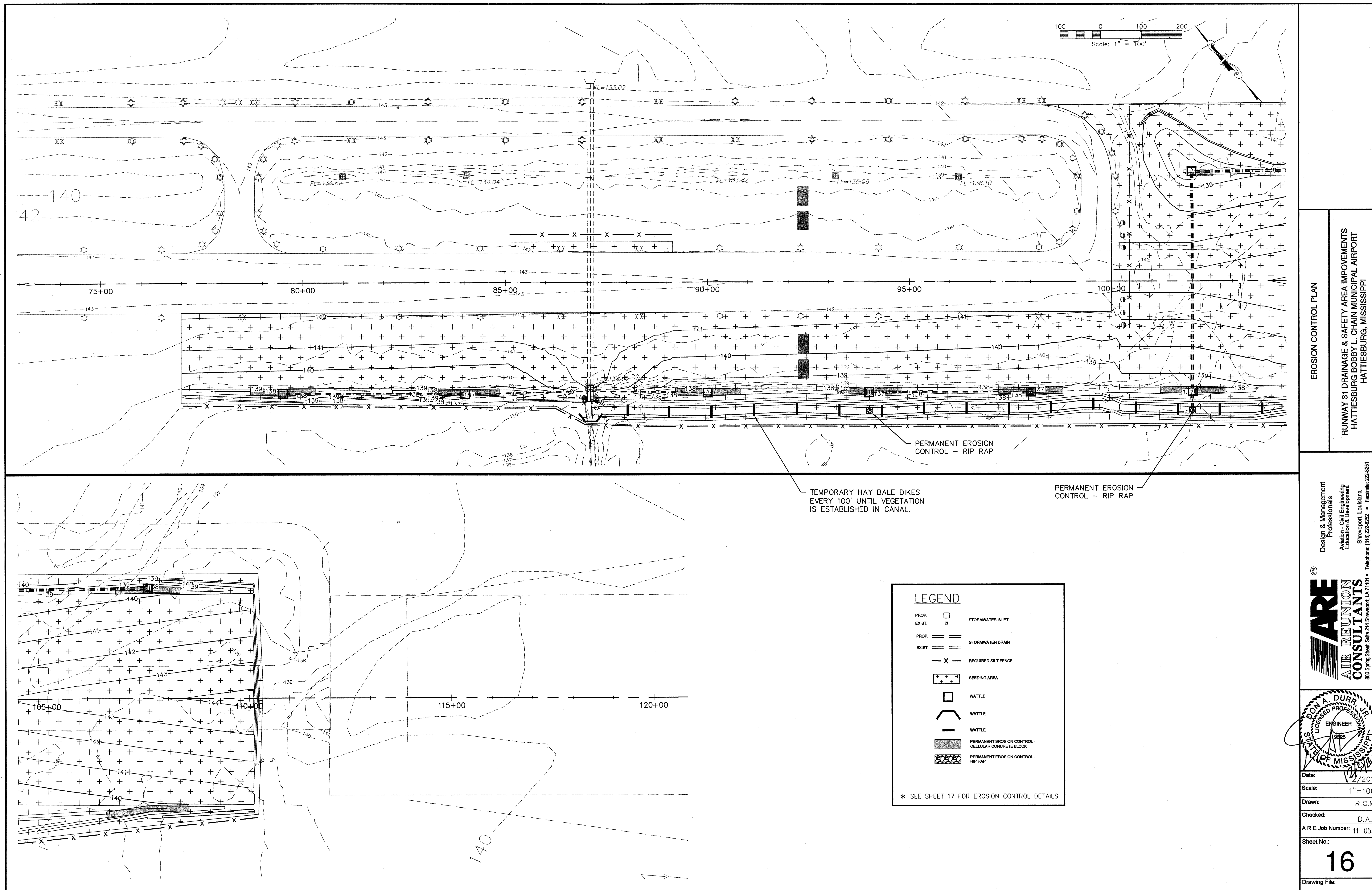
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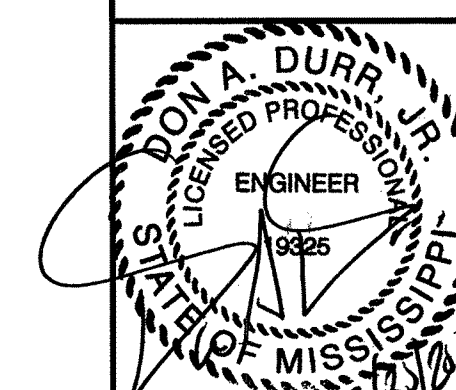


EROSION CONTROL PLAN

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STANDARD FOR SILT FENCE

DEFINITION

TEMPORARY BARRIER FENCE MADE OF BURLAP OR POLYPROPYLENE MATERIAL WHICH IS WATER PERMEABLE BUT WILL TRAP WATER-BORNE SEDIMENT.

PURPOSE

TO INTERCEPT AND DETAIN WATER-BORNE SEDIMENT FROM UNPROTECTED AREA OF LIMITED EXTENT.

CONDITIONS WHERE PRACTICE APPLIES

SILT FENCE IS USED DURING THE PERIOD OF CONSTRUCTION NEAR THE PERIMETER OF A DISTURBED AREA TO INTERCEPT SEDIMENT WHILE ALLOWING WATER TO PERCOLATE THROUGH. THIS FENCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED. SILT FENCE SHOULD NOT BE USED WHERE THERE IS A CONCENTRATION OF WATER IN A CHANNEL OR OTHER DRAINAGE WAY.

DESIGN CRITERIA

SILT FENCE SHALL NOT BE CONSTRUCTED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DESIGN IS NOT REQUIRED FOR THE INSTALLATION OF SILT FENCE, HOWEVER THE FOLLOWING CRITERIA SHALL BE OBSERVED:

DRAINAGE AREA	—	LESS THAN 2 ACRES
HEIGHT	—	36 INCH MINIMUM HEIGHT MEASURED FROM THE EXISTING OR GRADED GROUND.
MATERIAL	—	BURLAP WEIGHING APPROXIMATELY 7-1/2 OUNCES PER SQUARE YARD OR APPROVED JUTE FABRIC OR GEOTEXTILE FABRIC.
SUPPORT	—	STEEL OR WOOD FENCE POSTS SPACED A MAXIMUM OF 8 FEET APART. POST SHALL HAVE A MINIMUM LENGTH OF 5 FEET AND BE SET AT LEAST 18 INCHES DEEP. WOVEN LIVESTOCK WIRE TO SUPPORT THE MATERIAL SHALL BE AT LEAST 36 INCH HIGH WITH A MAXIMUM MESH OPENING OF 6 INCHES AND FABRICATED FROM 14 GAGE WIRE OR LARGER.

OUTLET

SILT FENCE SHALL BE PLACED AND CONSTRUCTED IN SUCH A MANNER THAT RUNOFF FROM A DISTURBED OR EXPOSED UPLAND AREA SHALL BE INTERCEPTED, SEDIMENT TRAPPED AND THE SURFACE RUNOFF ALLOWED TO PERCOLATES THROUGH THE STRUCTURE.

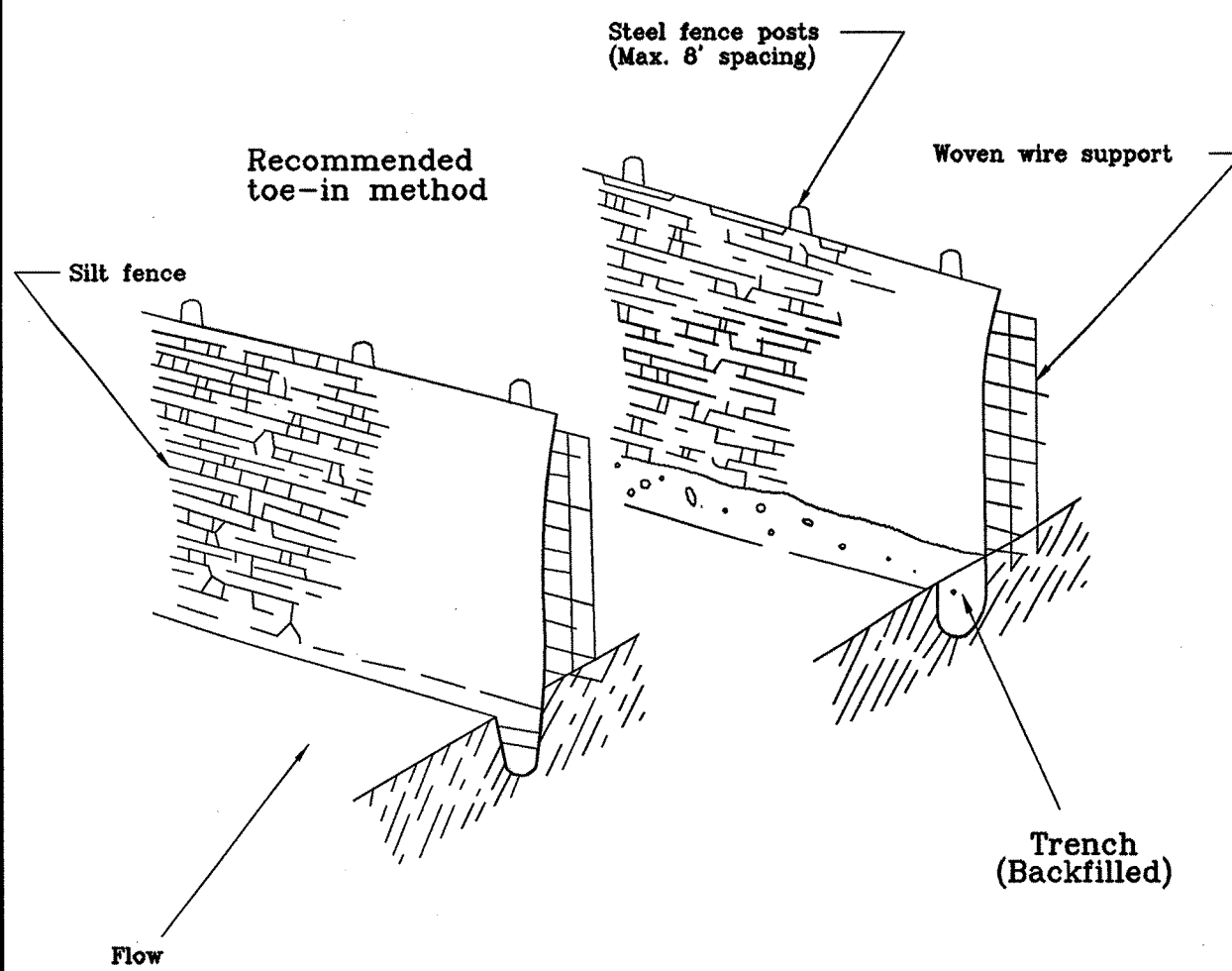
SILT FENCE SHALL BE PLACED IN SUCH A MANNER THAT SURFACE RUNOFF WHICH PERCOLATES THROUGH WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET. IF PLACED IN SERIES, THE FURTHEREST DOWNSTREAM FENCE WILL FLOW ONTO AN UNDISTURBED STABILIZED AREA OR STABILIZED OUTLET.

GENERAL NOTES

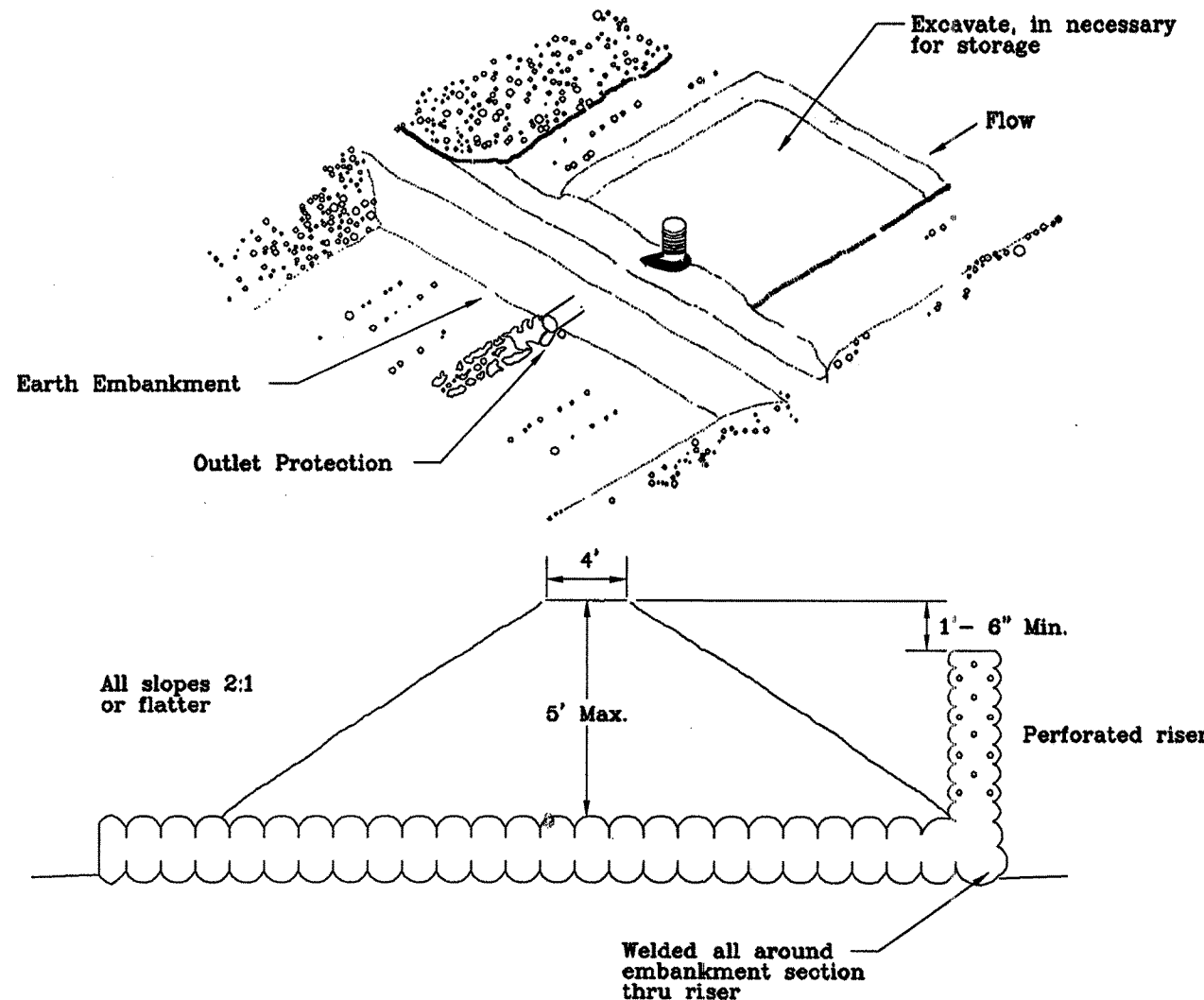
- STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE.
- THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW.
- THE TRENCH SHOULD BE A MINIMUM OF 6 INCHES DEEP AND 3-4 FEET WIDE TO ALLOW FOR THE SILT FENCE TO BE LAID IN THE GROUND AND BACKFILLED.
- SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POSTS.
- INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- SILT FENCE SHALL BE REMOVED WHEN IT HAS SERVED ITS USEFULNESS, SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE. *
- SEDIMENT TRAPPED BY THIS PRACTICE SHALL BE DISPOSED OF IN AN APPROVED SITE IN A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.
- ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES AND DISPOSED OF IN AN APPROVED SPOIL SITE OR AS IN NO. 7 ABOVE.

* TO BE REMOVED BY CONTRACTOR WHEN PERMANENT EROSION MEASUREDS ARE DEEMED TO BE EFFECTIVE.

SILT FENCE



PIPE OUTLET SEDIMENT TRAP



STANDARDS FOR SEDIMENT TRAP

DEFINITIONS

A SMALL TEMPORARY PONDING AREA FORMED BY CONSTRUCTING AN EARTHEN EMBANKMENT TO INTERCEPT SEDIMENT-LADEN RUNOFF AND TO TRAP AND RETAIN SEDIMENT.

PURPOSE

TO DETAIN SEDIMENT-LADEN RUNOFF FROM SMALL DISTURBED AREAS LONG ENOUGH TO ALLOW THE MAJORITY OF THE SEDIMENT TO SETTLE OUT.

CONDITIONS WHERE PRACTICE APPLIES

INSTALLED AT POINTS OF DISCHARGE FROM DISTURBED AREA FOR A MAXIMUM PERIOD OF 10 MONTHS.

DESIGN CRITERIA

IF ANY OF THE DESIGN CRITERIA PRESENTED HERE CANNOT BE MET, SEE STANDARDS FOR SEDIMENT BASIN.

DRAINAGE AREA	—	SHALL BE LESS THAN 5 ACRES.
LAYOUT	—	SHALL BE LOCATED TO MAXIMIZE STORAGE BENEFIT FROM TERRAIN, FOR EASE OF CLEANOUT, AND TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES.
SIZE	—	THE VOLUME OF THE TRAP MEASURED BELOW THE CREST OF THE OUTLET SHALL BE AT LEAST 1000 CUBIC FEET PER ACRE OF DRAINAGE AREA.
CLEANOUT	—	SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL CAPACITY WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF OF THE DESIGN VOLUME OR 1 FOOT, WHICHEVER IS LESS.
EMBANKMENT	—	THE EMBANKMENT SHALL HAVE A 3 FOOT TOP WIDTH, SIDE SLOPES OF 2:1 OR FLATTER, AND SHALL NOT EXCEED 5 FEET IN HEIGHT AS MEASURED AT THE LOW POINT OF THE ORIGINAL GROUND LINE. FILL MATERIAL SHALL BE FREE OF WOODY VEGETATION, LARGE STONES, AND OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED IN EIGHT-INCH LAYERS BY TRAVERSING WITH CONSTRUCTION EQUIPMENT.
EXCAVATION	—	ANY EXCAVATED PORTION OF SEDIMENT TRAP SHALL HAVE 2:1 OR FLATTER SLOPES. CARE SHALL BE TAKEN TO MINIMIZE EROSION AND WATER POLLUTION DURING EXCAVATION OPERATIONS.

OUTLET

- THE OUTLET SHALL BE A CORRUGATED METAL PIPE WITH A PERFORATED CORRUGATED METAL RISER. THE RISER DIAMETER SHALL BE ONE SIZE LARGER THAN THE PIPE. THE RISER SHALL BE WRAPPED WITH THREE LAYERS OF 125 MILS THICK NON-WOVEN U-V RESISTANT FILTER CLOTH. THE PORTION OF THE RISER ABOVE THE PIPE CONNECTIONS SHALL BE PERFORATED WITH ONE 1/2-INCH DIAMETER HOLE PER 40 SQUARE INCHES OF SURFACE AREA. THE RISER CREST SHALL BE 1-1/2 FEET BELOW THE TOP OF THE EMBANKMENT.
- UNLESS OTHERWISE SPECIFIED, PIPE SIZES SHALL BE SELECTED FROM THE FOLLOWING TABLE:

PIPE DIAMETER D. (INCHES)	MAXIMUM DRAINAGE AREA (ACRES)
12	0.75
15	2.5
18	2.0
21	3.0
24	5.0

GENERAL NOTES

- AREA UNDER EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED.
- THE FILL MATERIAL FOR EMBANKMENT SHALL BE FREE OF ROOTS OF OTHER WOODY VEGETATION, AS WELL AS STONES, ROCKS, ORGANIC MATERIAL, OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACTED BY TRAVERSING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
- SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP OR 1 FOOT, WHICHEVER IS LESS. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN APPROVED AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
- THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED BY THE CONTRACTOR.
- CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION IS MINIMIZED.
- THE STRUCTURE SHALL BE REMOVED AND AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
- ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
- ALL PIPE CONNECTIONS SHALL BE WATERTIGHT.

STANDARDS FOR DIKES

DEFINITION

A DIKE IS A TEMPORARY RIDGE OF COMPACTED SOIL. A DIVERSION DIKE IS PLACED IMMEDIATELY ABOVE CUT OR FILL SLOPES. AN INTERCEPTOR IS LOCATED ACROSS RIGHT-OF-WAY OR DISTURBED AREAS. A PERIMETER DIKE IS PLACED ALONG THE PERIMETER OF THE DISTURBED AREA OR SITE.

PURPOSE

A DIVERSION DIKE INTERCEPTS STORM RUNOFF FROM SMALL UPLAND AREAS AND DIRECTS IT FROM THE EXPOSED SLOPES TO AN ACCEPTABLE OUTLET. AN INTERCEPTOR DIKE SHORTENS THE LENGTH OF EXPOSED SLOPES BY INTERCEPTING STORM RUNOFF AND DIVERTING IT TO AN ACCEPTABLE OUTLET. A PERIMETER DIKE PREVENTS OFFSITE STORM RUNOFF FROM ENTERING THE DISTURBED AREA OR PREVENTS SEDIMENT-LADEN WATER FROM LEAVING THE DISTURBED AREA.

CONDITIONS WHERE PRACTICE APPLIES

DIKES ARE CONSTRUCTED ADJACENT TO OR ACROSS DISTURBED AREAS TO PREVENT EXCESSIVE EROSION OR TO TRANSPORT SEDIMENT-LADEN WATER TO A SEDIMENT TRAPPING DEVICE. THE DIKES SHALL REMAIN IN PLACE UNTIL AREAS ARE PERMANENTLY STABILIZED.

DESIGN CRITERIA

DIKES SHALL NOT BE CONSTRUCTED OR DISCHARGED OUTSIDE THE PROPERTY LINES WITHOUT OBTAINING EASEMENTS FROM THE AFFECTED PROPERTY OWNERS. A DETAILED DESIGN IS NOT REQUIRED FOR DIKES; HOWEVER, THE FOLLOWING CRITERIA SHALL BE USED IN SELECTING SITES FOR PLACEMENT:

DRAINAGE AREA:	LESS THAN 5 ACRES (FOR LARGE AREAS, SEE STANDARDS FOR DIVERSION).
TOP WIDTH:	2 FEET MINIMUM.
HEIGHT:	COMPACTED FILL SHALL BE 18 INCHES MINIMUM HEIGHT MEASURED FROM GROUND AT UPSLOPE TOE TO TOP OF THE DIKE.
SIDE SLOPES:	2:1 OR FLATTER (FLAT ENOUGH TO ALLOW CONSTRUCTION TRAFFIC TO CROSS IF DESIRED).
GRADE:	DEPENDENT UPON TOPOGRAPHY, BUT MUST HAVE POSITIVE DRAINAGE. INTERCEPTOR DIKE SHOULD BE BETWEEN 0.4 PERCENT AND 1.0 PERCENT.
STABILIZATION:	WHERE SLOPE OF CHANNEL (FLOW AREA) IS: 1%-5% STABILIZATION MAY BE REQUIRED OVER 5% DEPENDING ON THE SITE CONDITIONS. SEE STANDARDS FOR DIVERSION.
SPACING:	INTERCEPTOR DIKES SHALL BE PLACED SUCH THAT THE MAXIMUM VERTICAL DISTANCE BETWEEN DIKES IS 10 FEET.

OUTLET

- RUNOFF FROM A PROTECTED OR STABILIZED AREA SHALL OUTLET DIRECTLY ONTO AN UNDISTURBED STABILIZED AREA OR INTO A LEVEL SPREADER (SEE STANDARDS FOR LEVEL SPREADER) OR GRADE STABILIZATION STRUCTURE (SEE STANDARD FOR GRADE STABILIZATION STRUCTURE).
- RUNOFF FROM A DISTURBED OR EXPOSED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE SUCH AS A SEDIMENT TRAP (SEE STANDARDS FOR SEDIMENT TRAP) OR A SEDIMENT BASIN (SEE STANDARDS FOR SEDIMENT BASIN) OR TO AN AREA PROTECTED BY ANY OF THESE PRACTICES.
- STRUCTURE THAT WILL CONTROL THE RUNOFF FROM DIKES SHALL BE INSTALLED AND STABILIZED BEFORE DIKES ARE INSTALLED.

GENERAL NOTES

- ALL DIKES SHALL BE MACHINE COMPACTED.
- FIELD LOCATION MAY BE ADJUSTED AS NEEDED TO UTILIZE A STABILIZED SAFE OUTLET.
- PERIODIC INSPECTION AND REQUIRED MAINTENANCE SHALL BE PROVIDED BY THE CONTRACTOR.

DEFINITIONS

RESHAPING OF THE EXISTING TOPOGRAPHY IN ACCORDANCE WITH A PLAN AS DETERMINED BY ENGINEERING SURVEYS, DESIGN AND LAYOUT.

PURPOSE

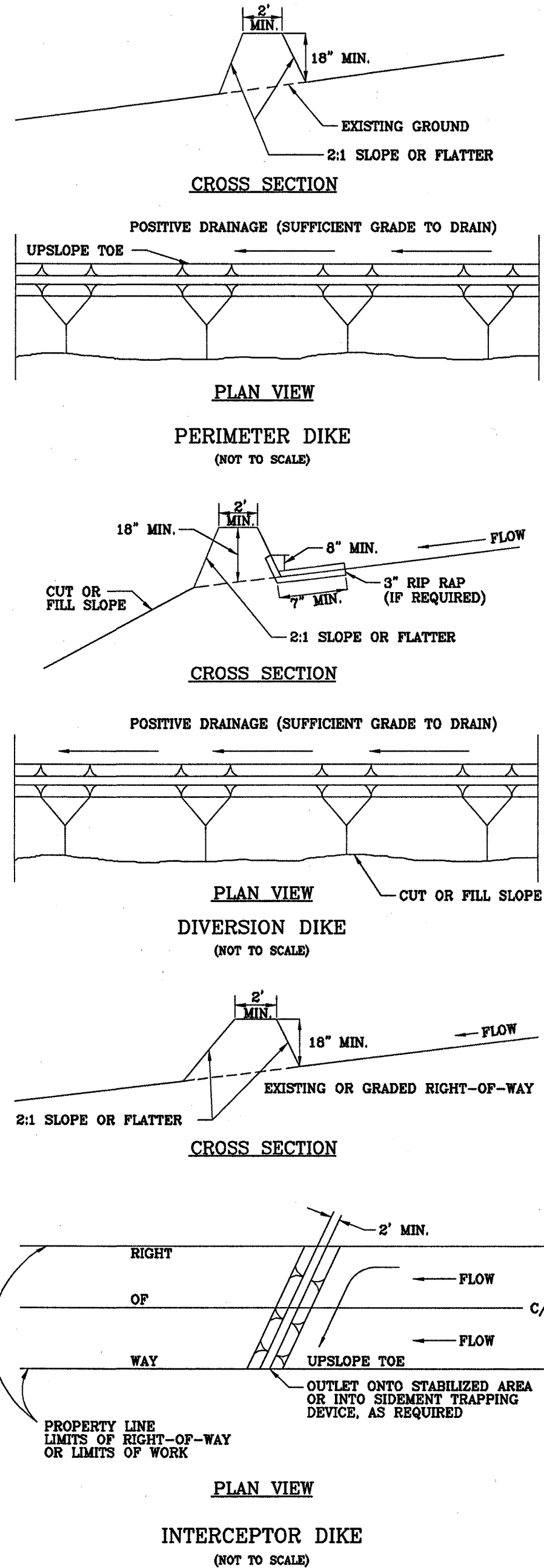
LAND GRADING IS USED FOR ONE OR MORE OF THE FOLLOWING PURPOSES: PROVIDE MORE SUITABLE SITES FOR BUILDING, FACILITIES, AND OTHER LAND USES; IMPROVE SURFACE DRAINAGE AND CONTROL EROSION.

DESIGN CRITERIA

THE LAND GRADING PLAN AND INSTALLATION SHALL BE BASED UPON ADEQUATE SURVEYS AND INVESTIGATIONS. THE PROPOSED LAND USE AND GRADING PLAN SHOULD FIT AND UTILIZE EXISTING TOPOGRAPHY AND NATURAL SURROUNDINGS AND MAKE EXTREME GRADE MODIFICATIONS UNNECESSARY. THE PLAN IS TO SHOW THE LOCATION, SLOPE, CUT, FILL AND FINISH ELEVATION OF THE SURFACES TO BE GRADED AND THE AUXILIARY PRACTICES FOR SAFE DISPOSAL OF RUNOFF WATER, SLOPE STABILIZATION, EROSION CONTROL, AND DRAINAGE SUCH AS WATERWAYS, LINED CHANNELS, DIVERSIONS, GRADE STABILIZATION STRUCTURES, RETAINING WALLS AND SURFACE AND SUBSURFACE DRAINS.

THE GRADING PLAN SHALL BE IN ACCORDANCE WITH THE FOLLOWING DESIGN CRITERIA:

- THE CUT FACE OF EARTH EXCAVATION WHICH IS TO BE VEGETATED SHALL NOT BE STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL. CUT SLOPES OF MATERIALS NOT TO BE VEGETATED SHALL BE AT THE SAFE ANGLE OF REPOSE FOR THE MATERIALS ENCOUNTERED. UNVEGETATED CUT SLOPES SHALL BE PROTECTED BY MECHANICAL TREATMENT TO PROTECT THEM FROM EROSION.
- THE PERMANENT EXPOSED FACES OF FILLS SHALL BE NO STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL.
- PROVISIONS ARE TO BE MADE TO SAFELY CONDUCT SURFACE WATER TO STORM DRAINS OR SUITABLE NATURAL WATER COURSES AND TO PREVENT SURFACE RUNOFF FROM DAMAGING CUT FACES AND FILL SLOPES.
- SUBSURFACE DRAINAGE IS TO BE PROVIDED IN AREAS HAVING HIGH WATER TABLE OR SEEPAGE CONDITIONS THAT WOULD AFFECT SLOPE STABILITY, BUILDING FOUNDATIONS, OR CREATE UNDESIRABLE WETNESS.
- EXCAVATIONS SHALL NOT BE MADE SO CLOSE TO PROPERTY LINES AS TO ENDANGER ADJOINING PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM EROSION, SLIDING, SETTLING OR CRACKING.



STANDARD FOR LAND GRADING

- NO FILL IS TO BE PLACED WHERE IT WILL SLIDE OR WASH UPON THE PREMISES OF ANOTHER OR SO PLACED ADJACENT TO THE BANK OF A CHANNEL AS TO CREATE BANK FAILURE OR REDUCE THE NATURAL CAPACITY OF THE STREAM.
- FILLS ARE TO CONSIST OF MATERIAL FROM CUT AREAS, BORROW PITS, OR OTHER APPROVED SOURCES.

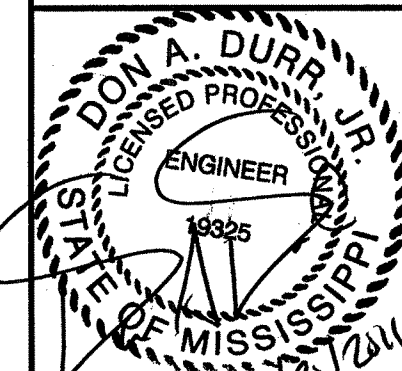
GENERAL NOTES

- TIMBER, LOGS BRUSH, RUBBISH, AND VEGETATIVE MATTER THAT WILL INTERFERE WITH THE GRADING OPERATION OR AFFECT THE PLANNED STABILITY OF FILL AREAS SHALL BE REMOVED AND DISPOSED OF ACCORDING TO THE PLANS. AVOID UNNECESSARY REMOVAL OF TREES AND VEGETATION THAT COULD BE LEFT ENHANCE THE ATTRACTIVENESS OF THE DEVELOPMENT.
- TOP SOIL IS TO BE STRIPPED AND STOCKPILED IN AMOUNTS NECESSARY TO COMPLETE FINISH GRADING OF ALL EXPOSED AREAS REQUIRING TOPSOIL FOR THE ESTABLISHMENT OF VEGETATION.
- FILL MATERIAL IS TO BE FREE OF BRUSH, RUBBISH, ROCKS, LOGS AND STUMPS, IN AMOUNTS THAT WILL BE DETRIMENTAL TO CONSTRUCTING STABLE FILLS.
- CUT SLOPES WHICH ARE TO BE TOPSOILED WILL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL.
- ALL FILLS INTENDED TO SUPPORT BUILDINGS, STRUCTURES, SEWERS AND CONDUITS SHOULD BE TESTED FOR STRENGTH AND THE FOUNDATIONS DESIGNED ACCORDINGLY. COMPACTION OF OTHER FILLS WILL BE AS REQUIRED TO REDUCE SLIPPING, EROSION, OR EXCESS SATURATION.
- MAXIMUM THICKNESS OF LAYERS OF FILLS ARE NOT TO EXCEED 8 INCHES.
- ALL AREAS ARE TO BE ROUGH GRADED TO WITHIN 0.2 FOOT OF THE PLANNED ELEVATION AFTER ALLOWANCE HAS BEEN MADE FOR THICKNESS OF TOPSOIL, PAVING OR OTHER INSTALLATIONS.
- ALL DISTURBED AREAS SHALL BE LEFT IN A WELL DRAINED, NEAT AND FINISHED APPEARANCE.

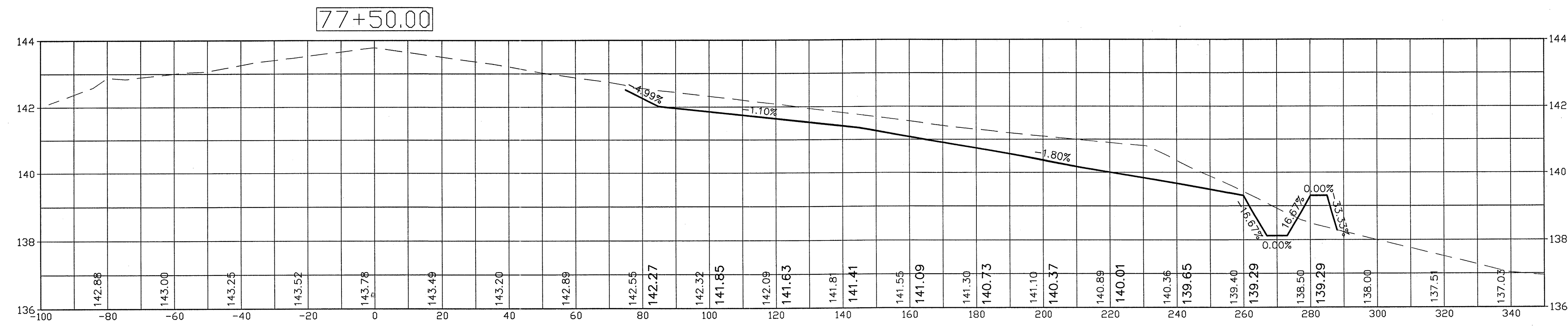
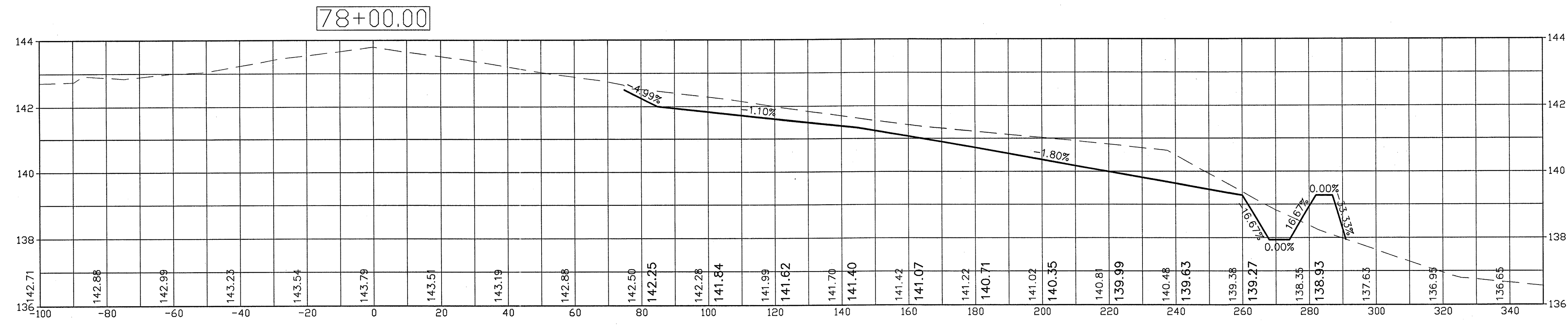
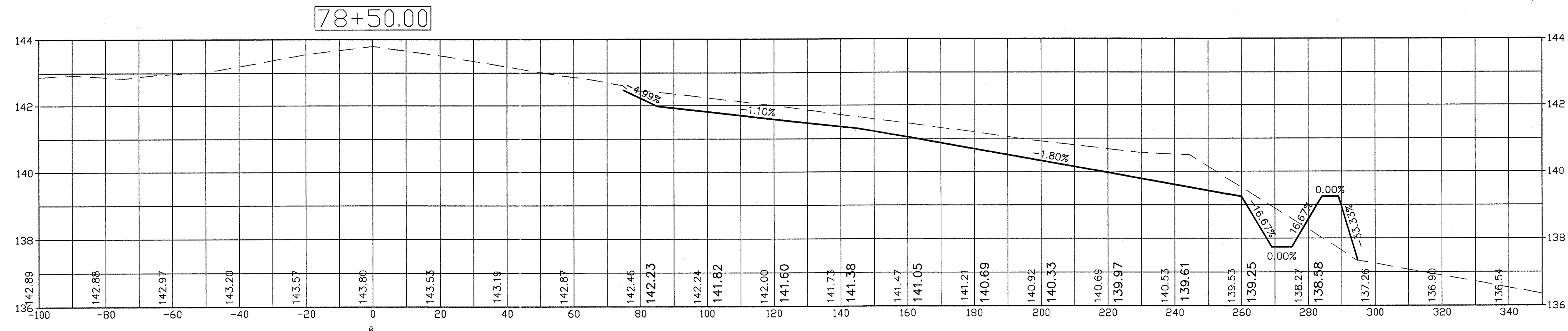
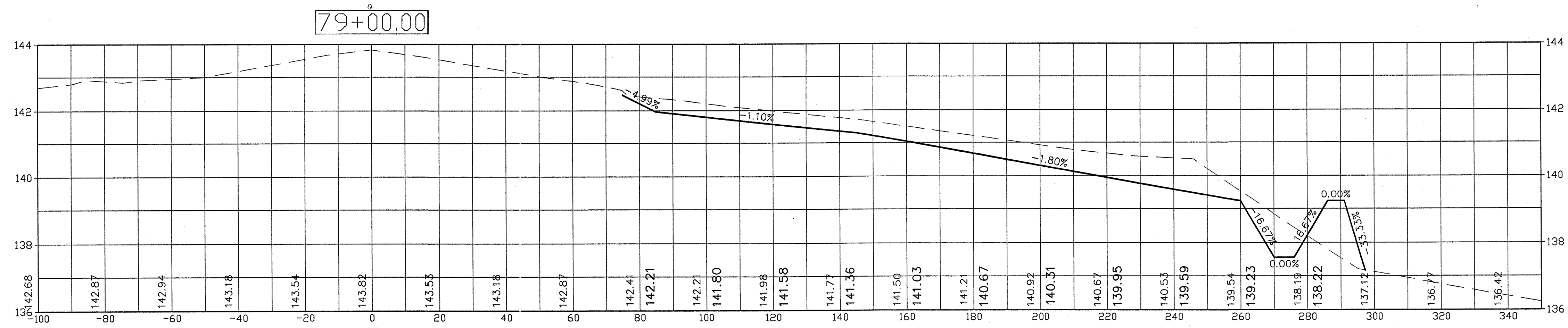
EROSION CONTROL DETAILS

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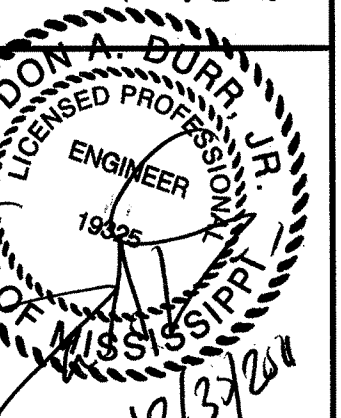


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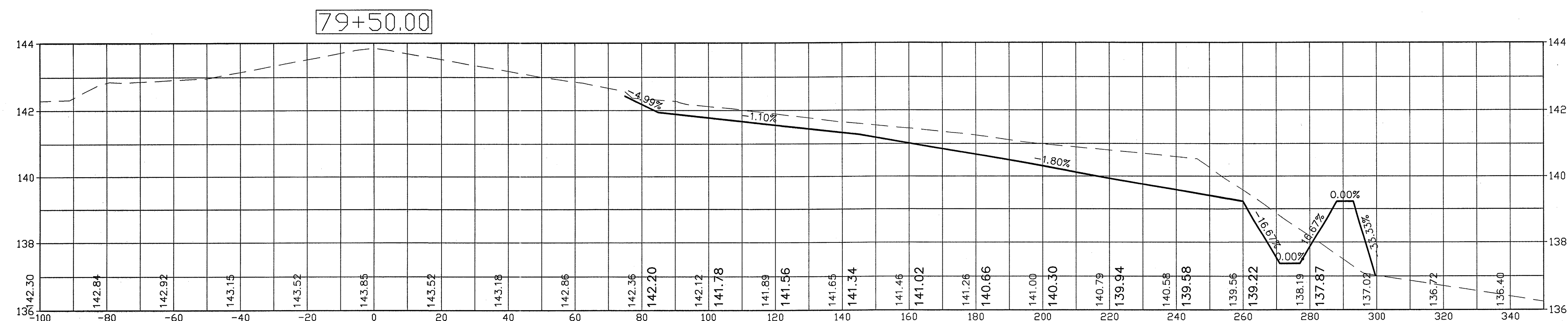
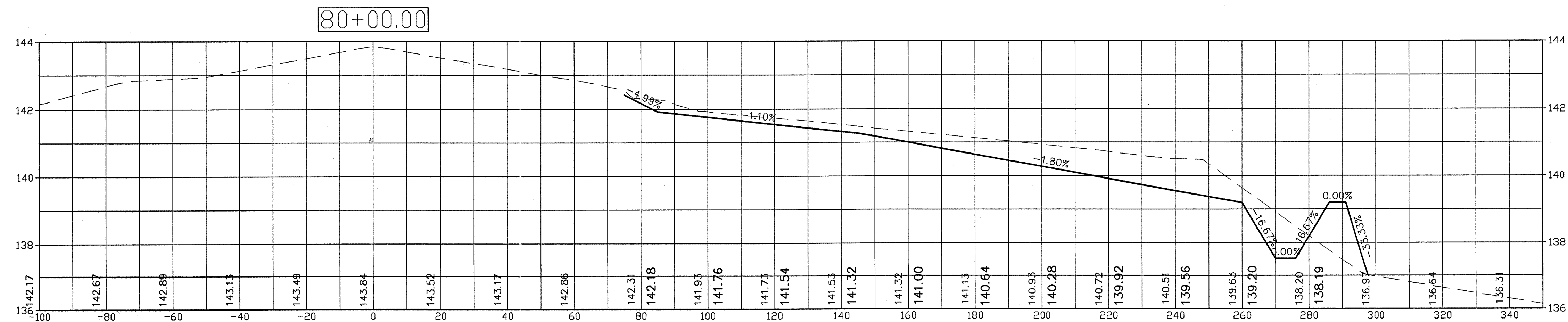
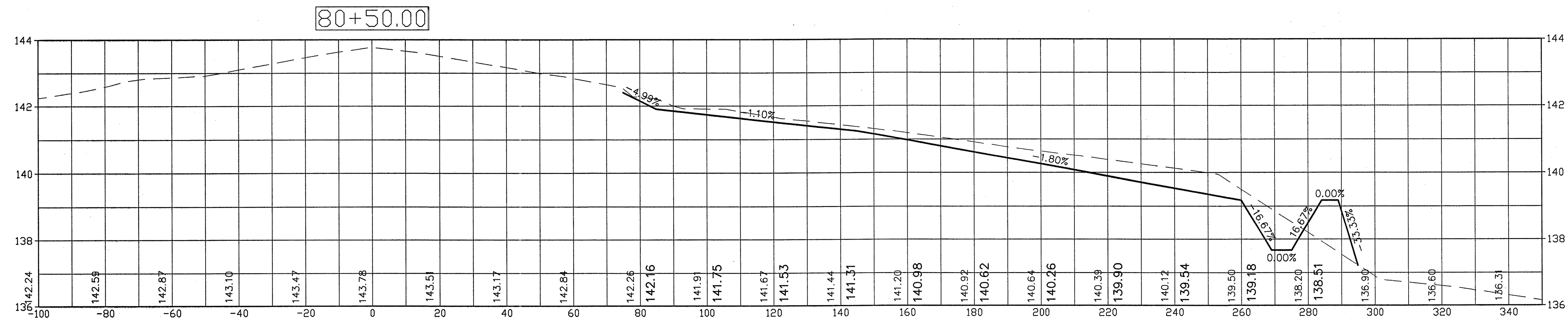
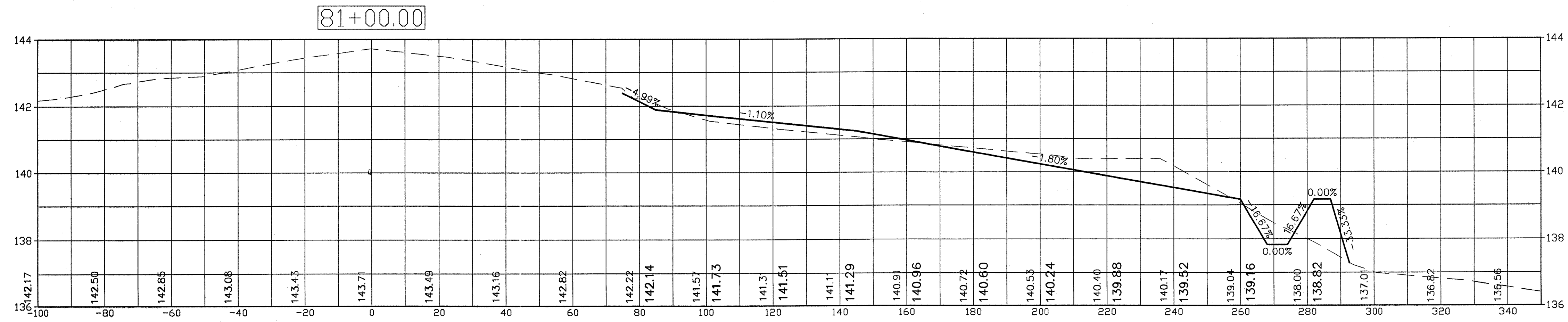
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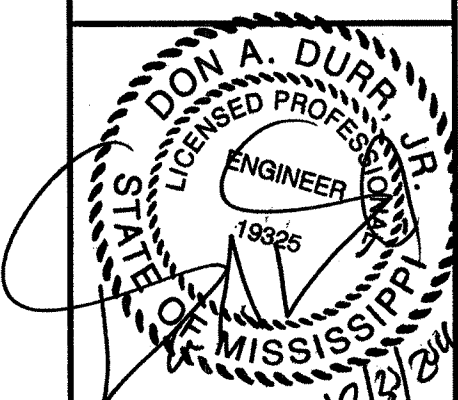
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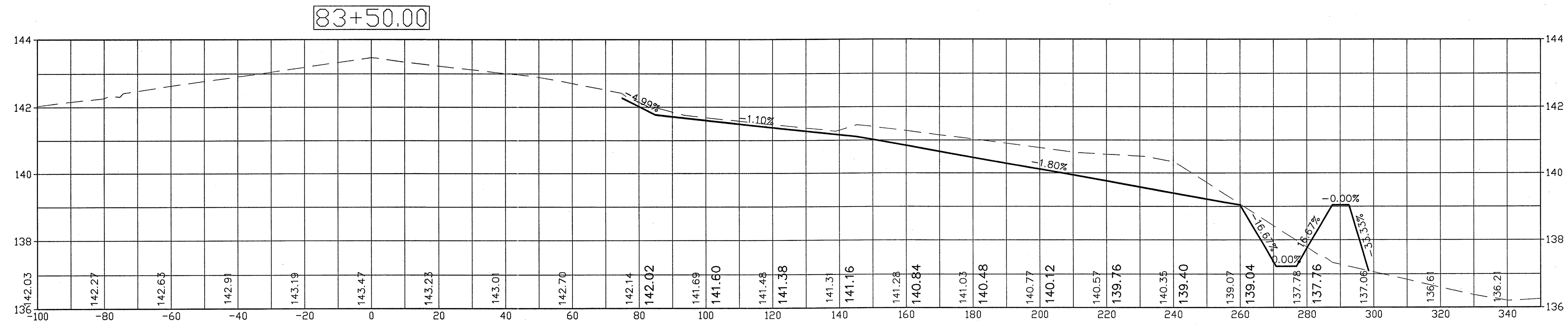


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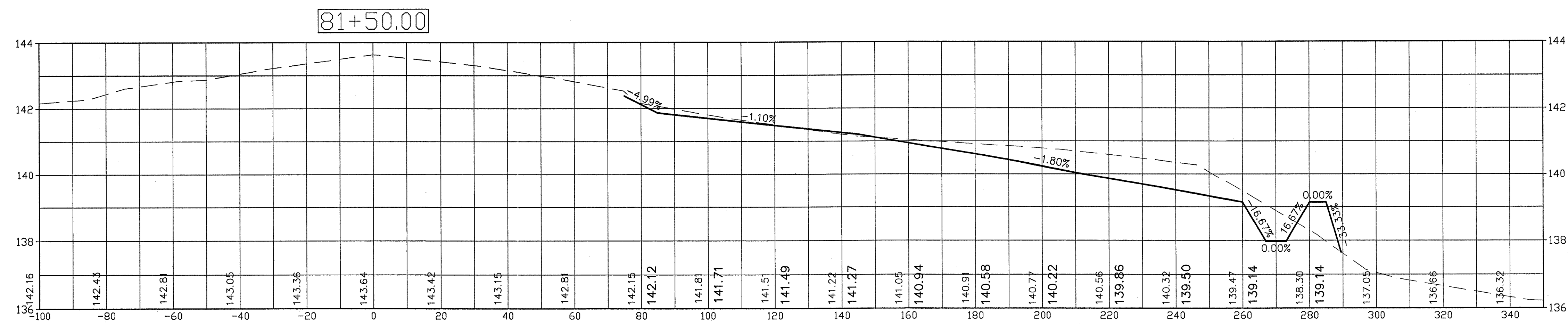
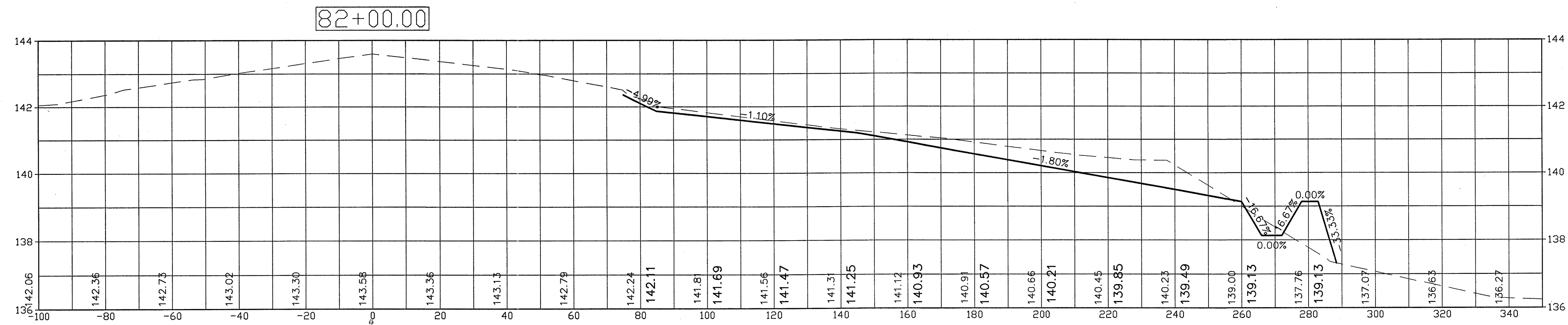
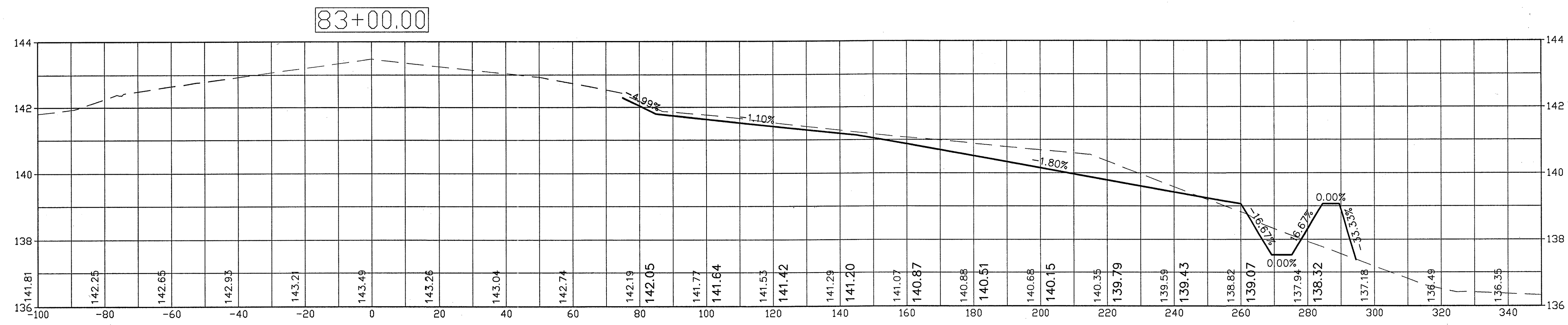
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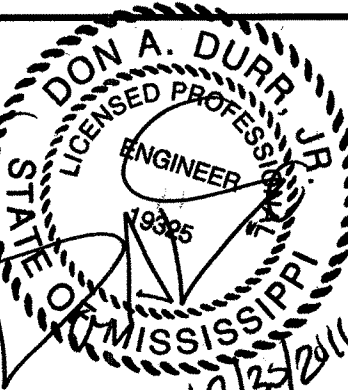


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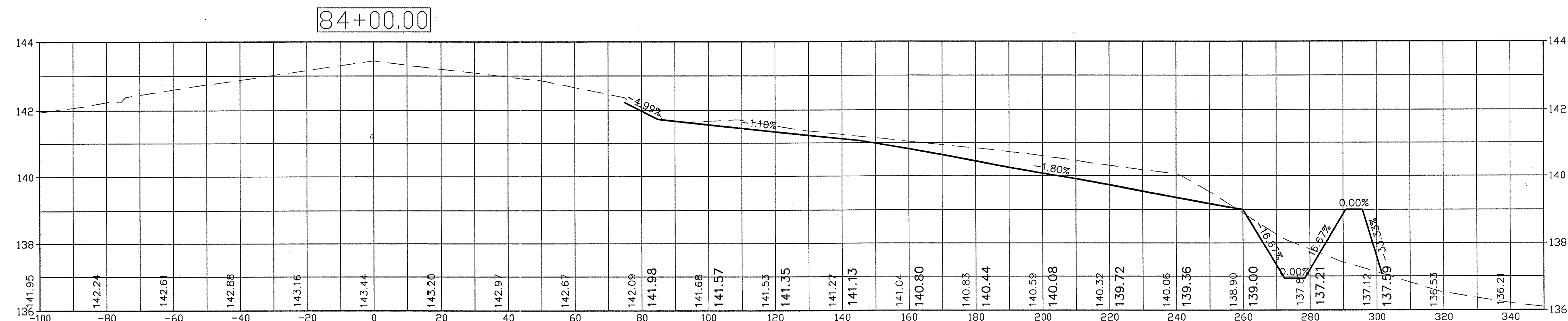
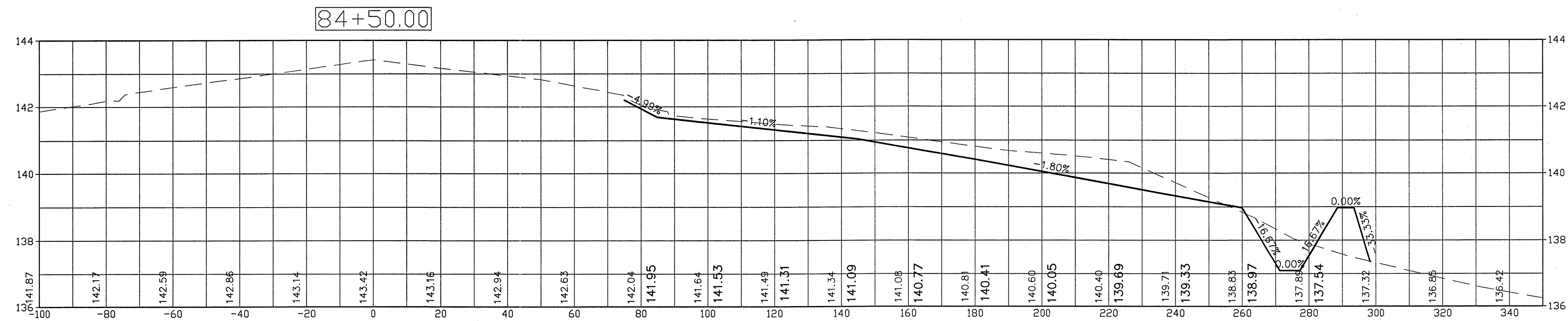
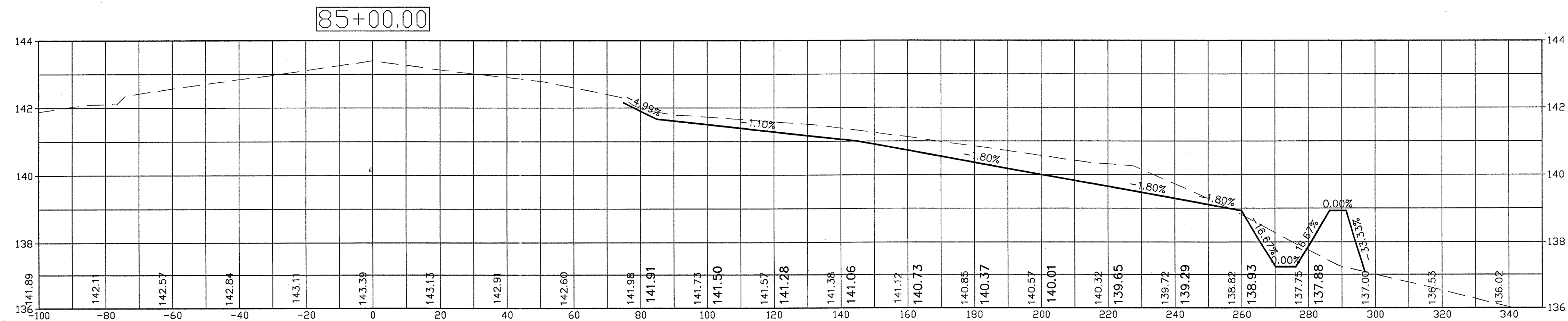
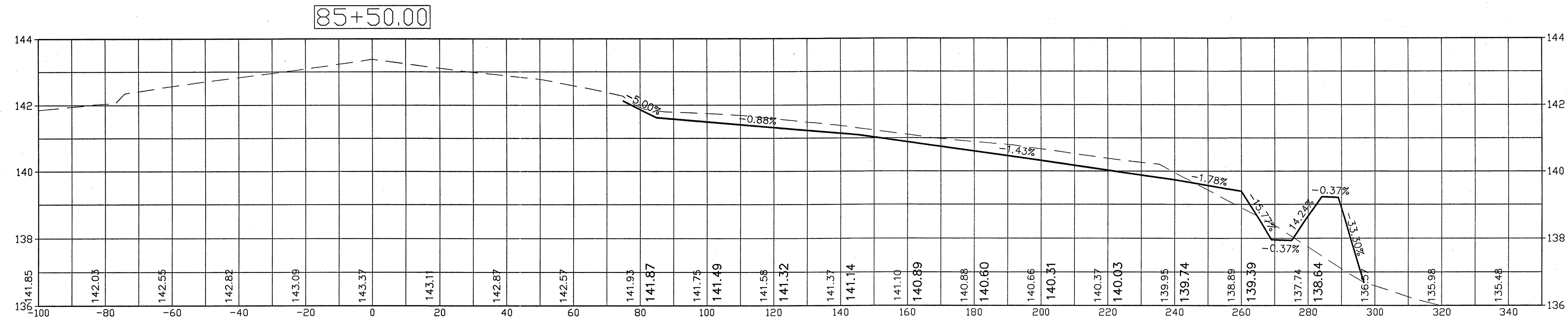
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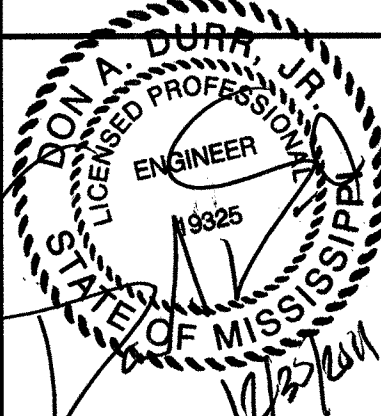


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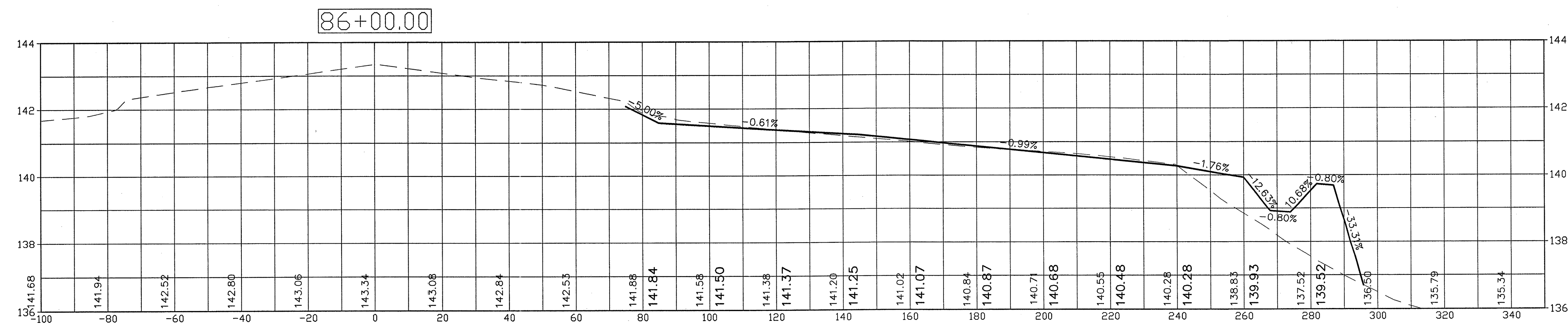
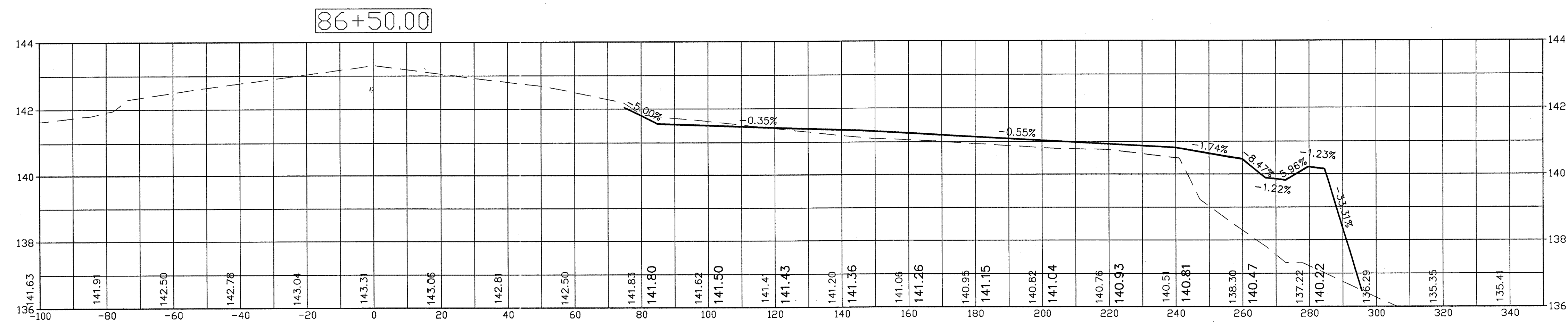
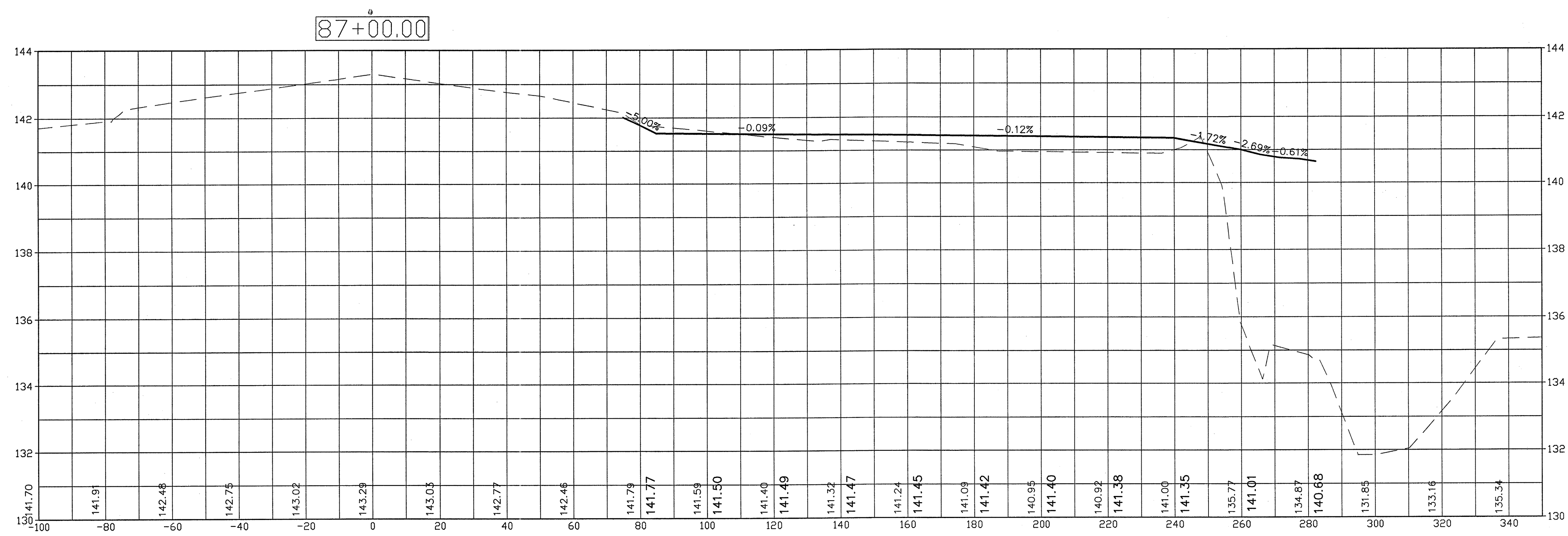


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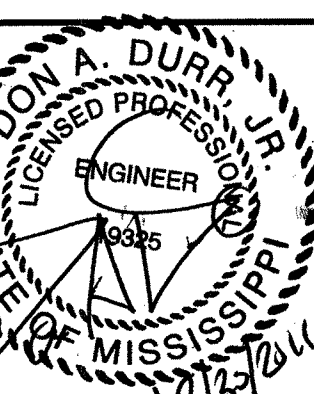
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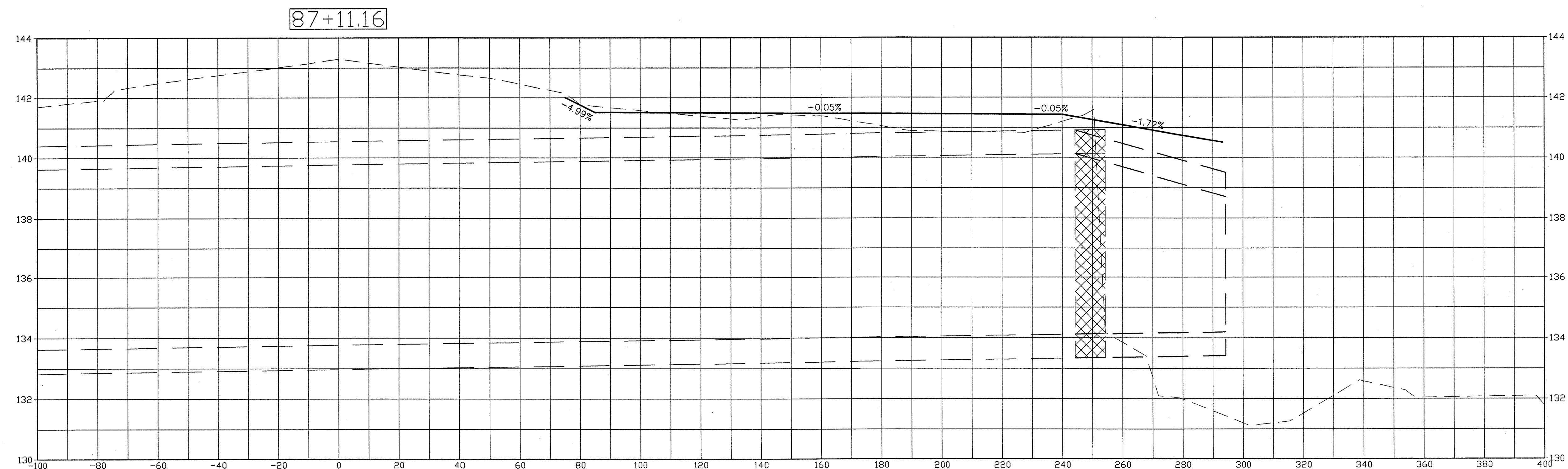
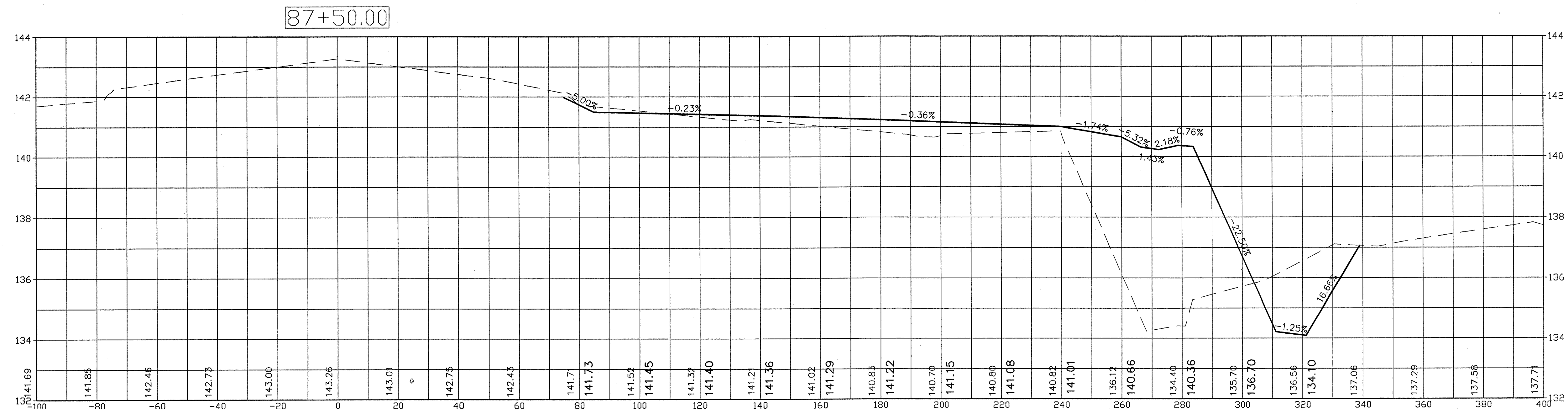
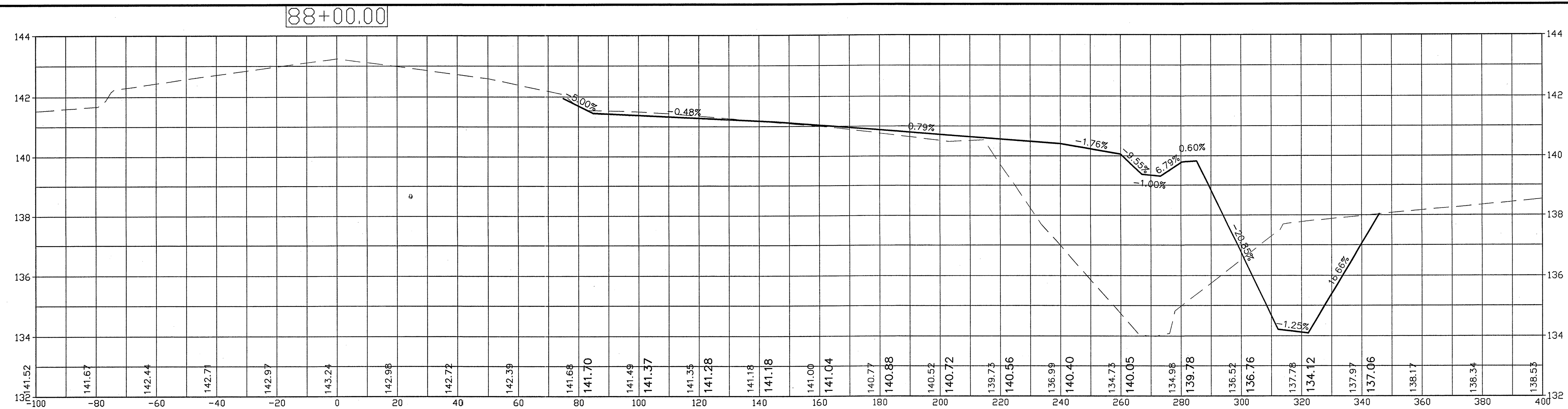
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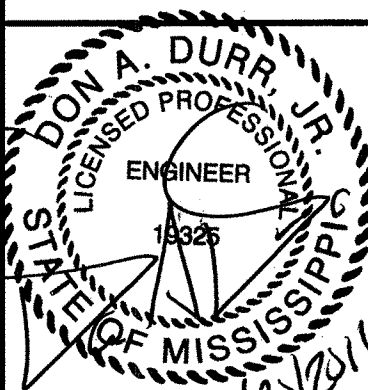


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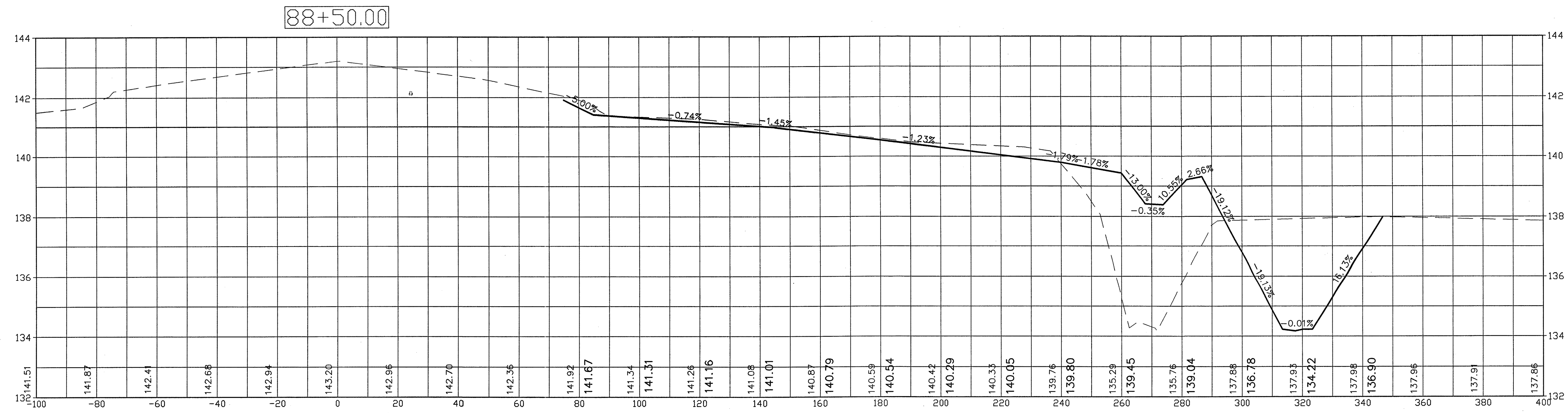
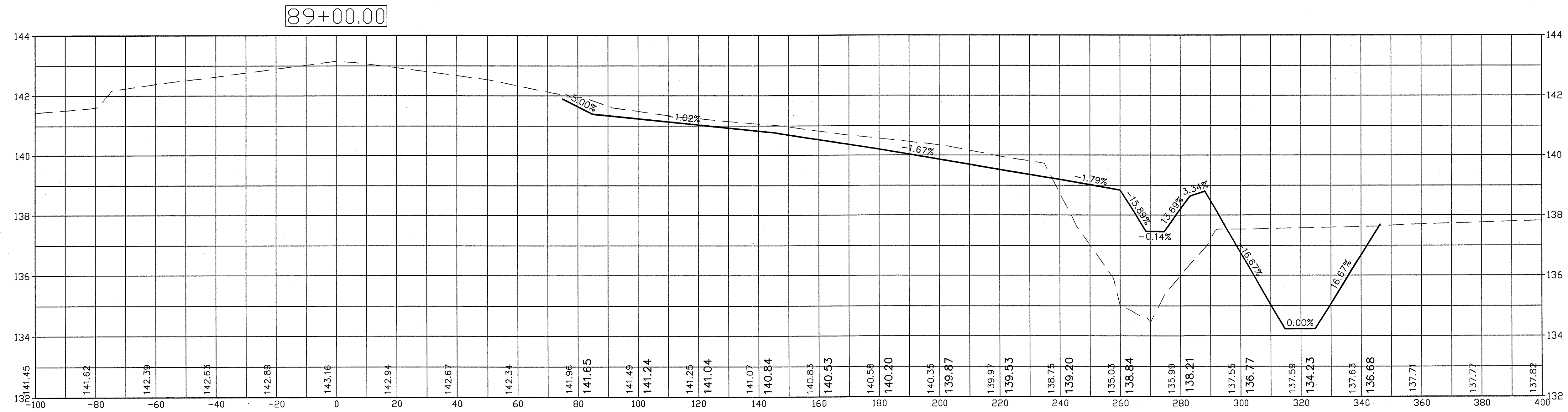
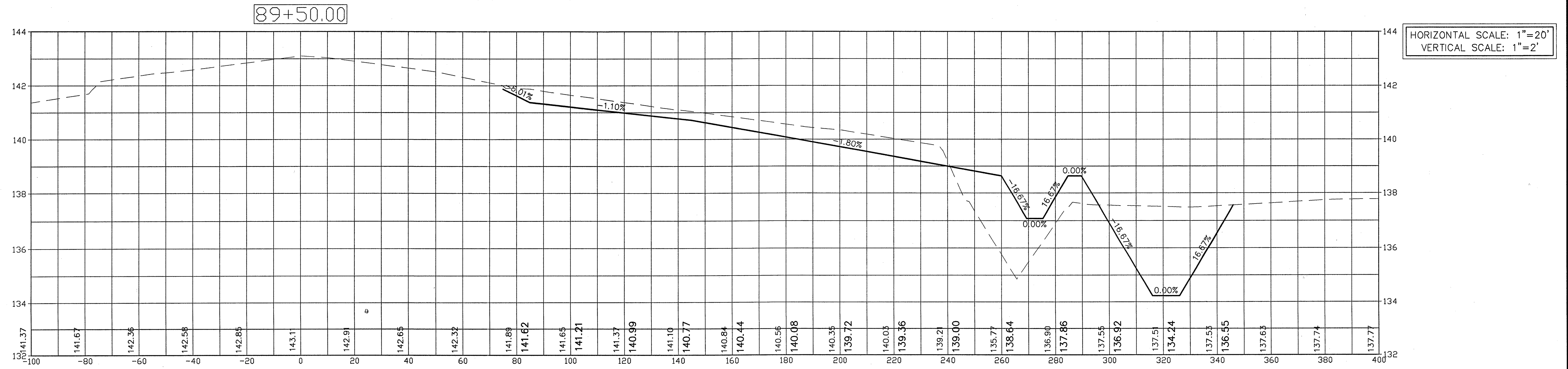
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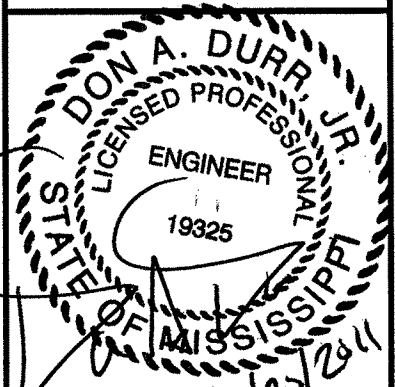


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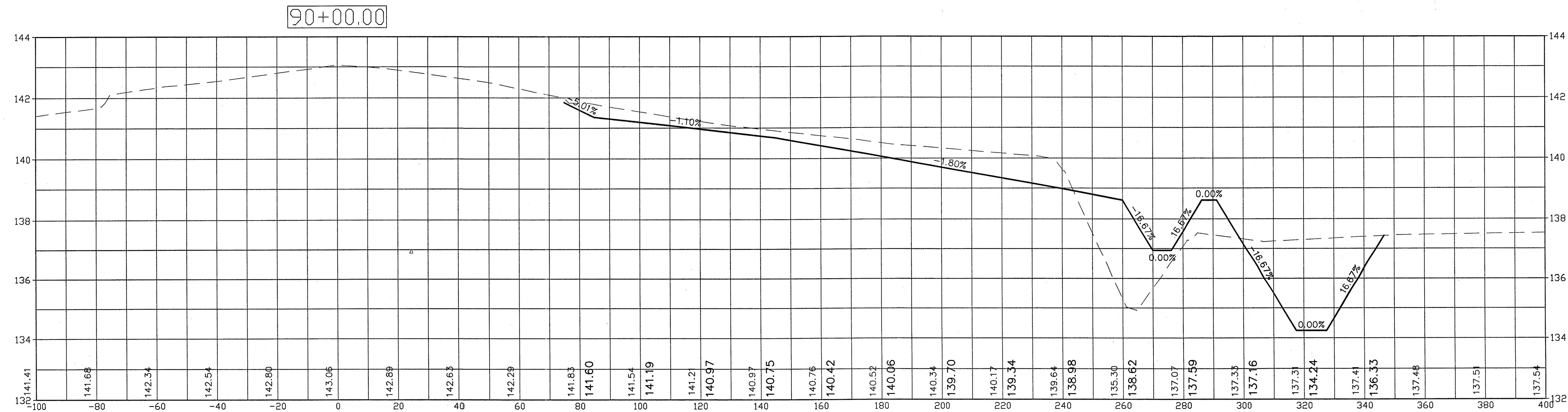
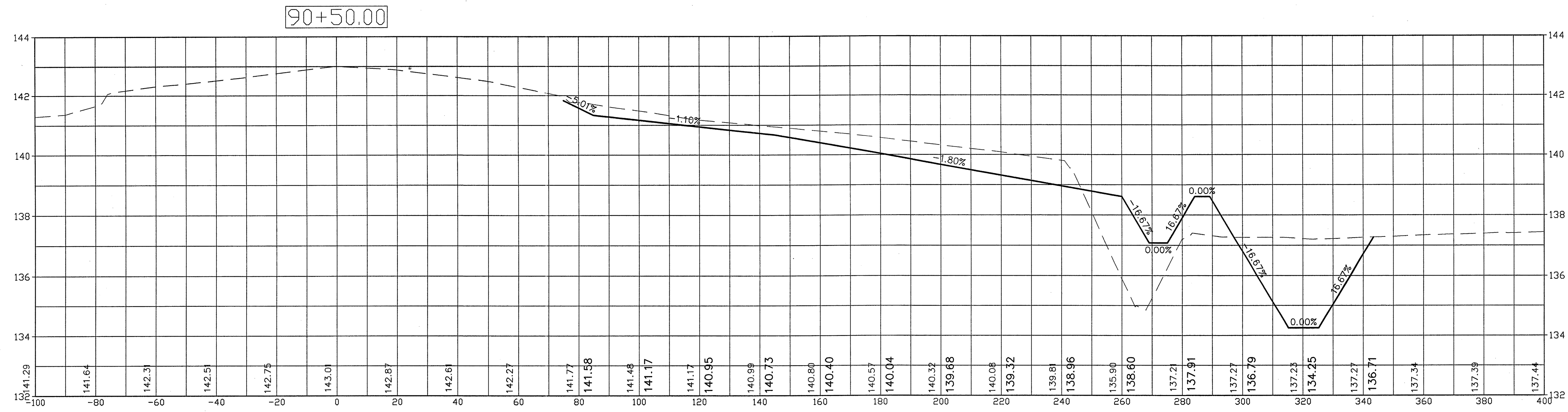
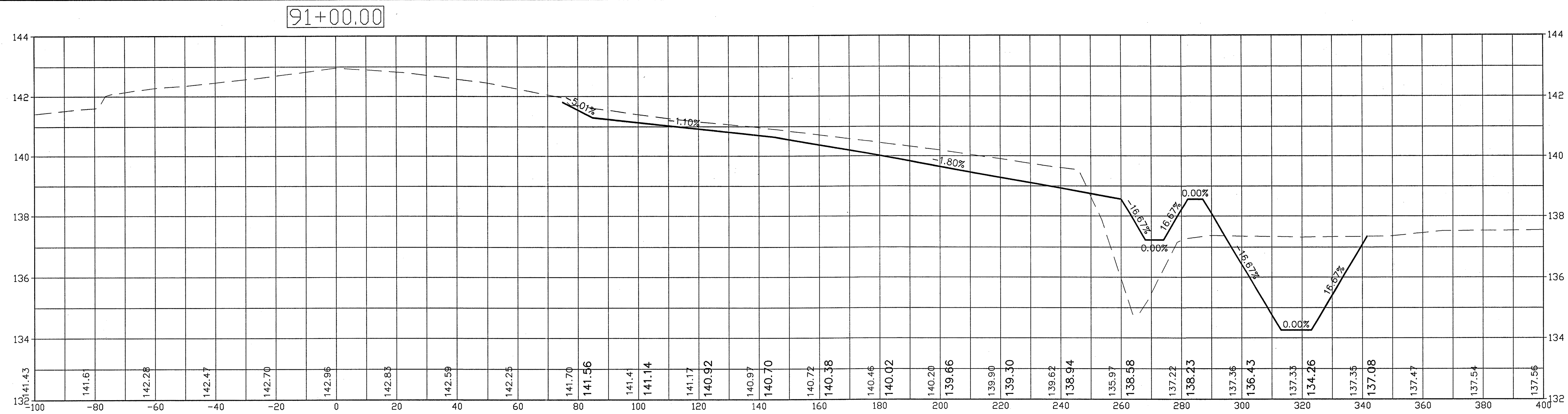
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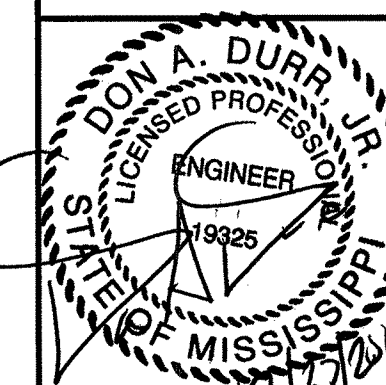


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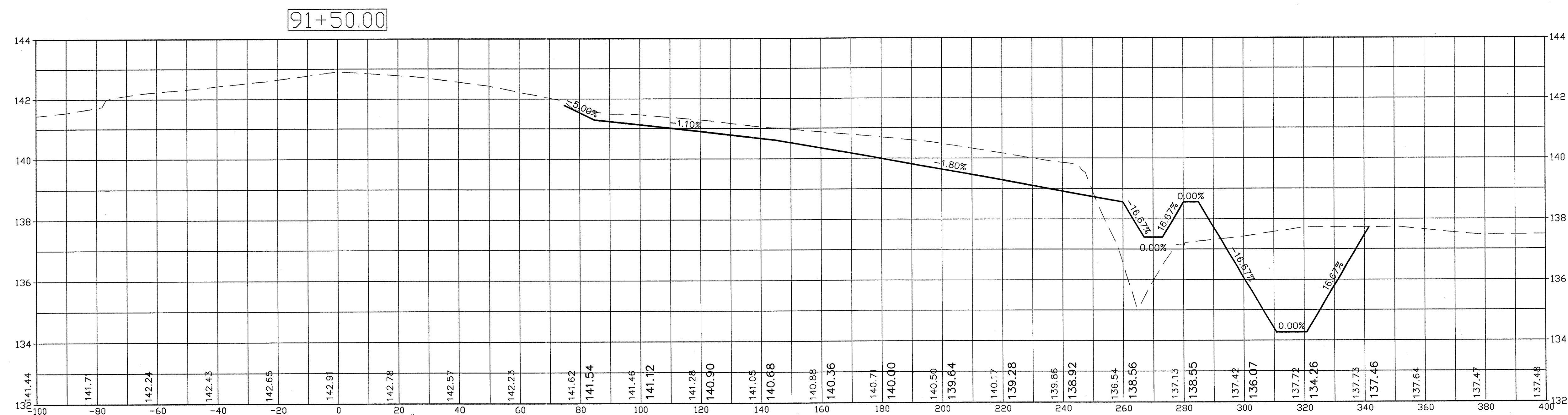
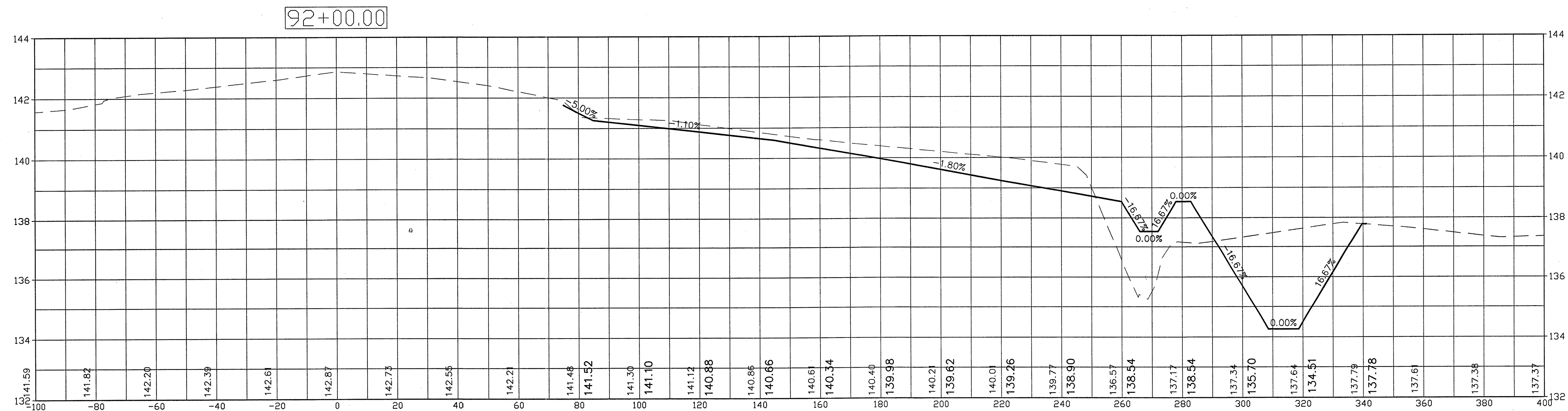
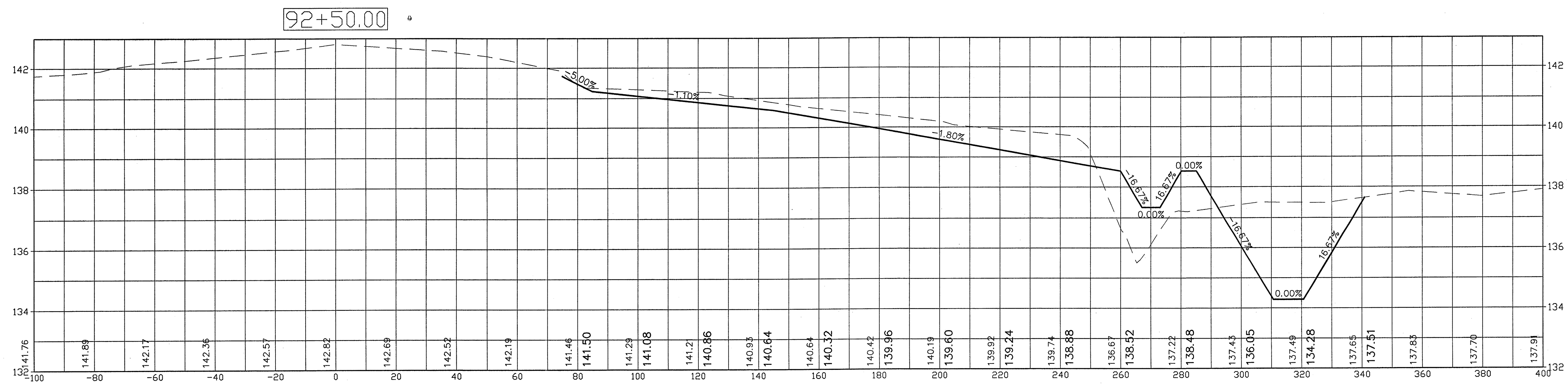
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DOAN A. DURR, JR.
LICENSED PROFESSIONAL ENGINEER
19925
STATE OF MISSISSIPPI
12/2/2011

Date: 12/2/2011

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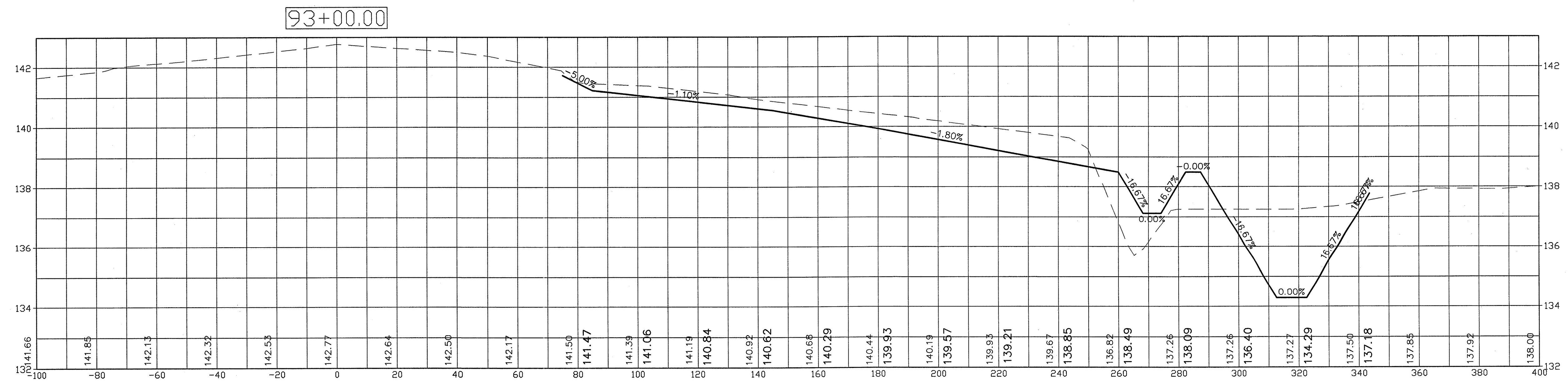
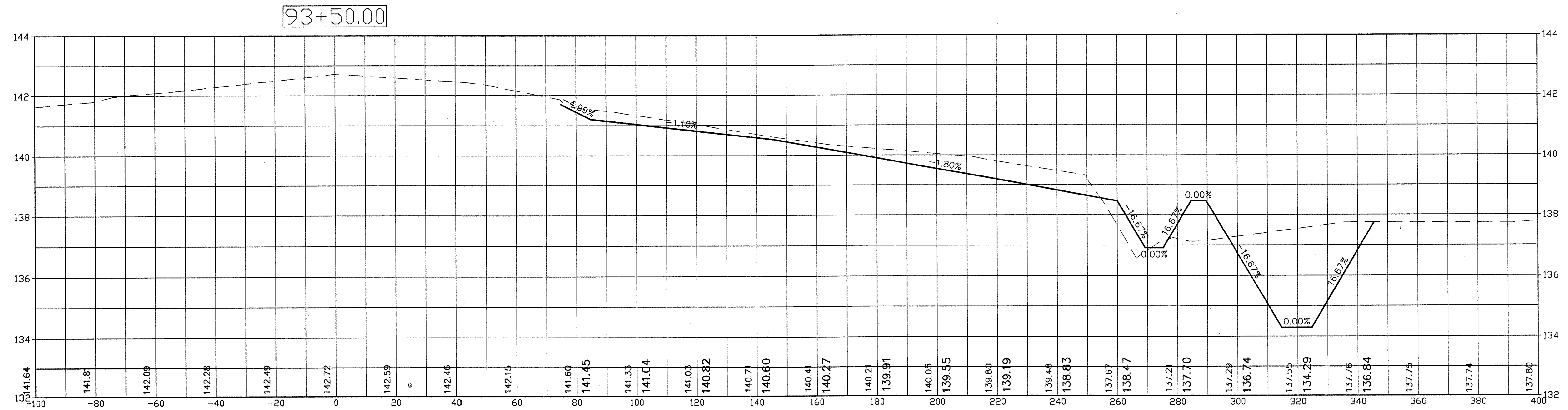
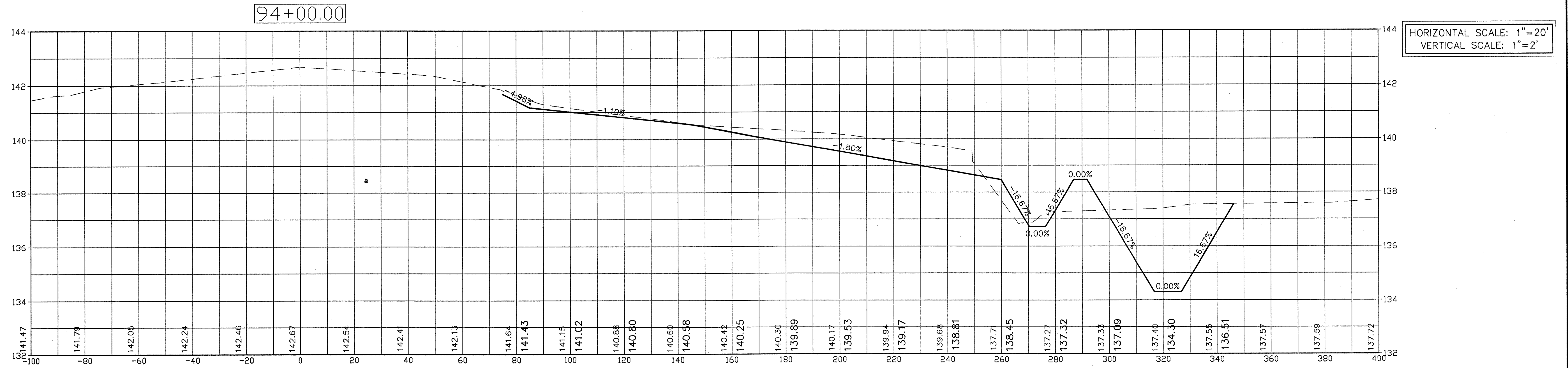
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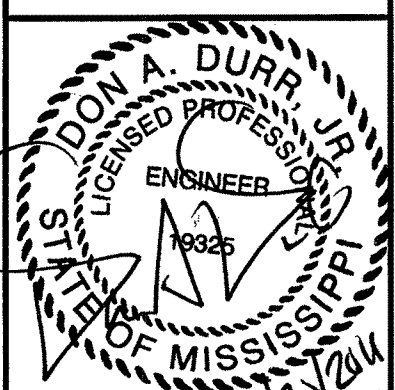


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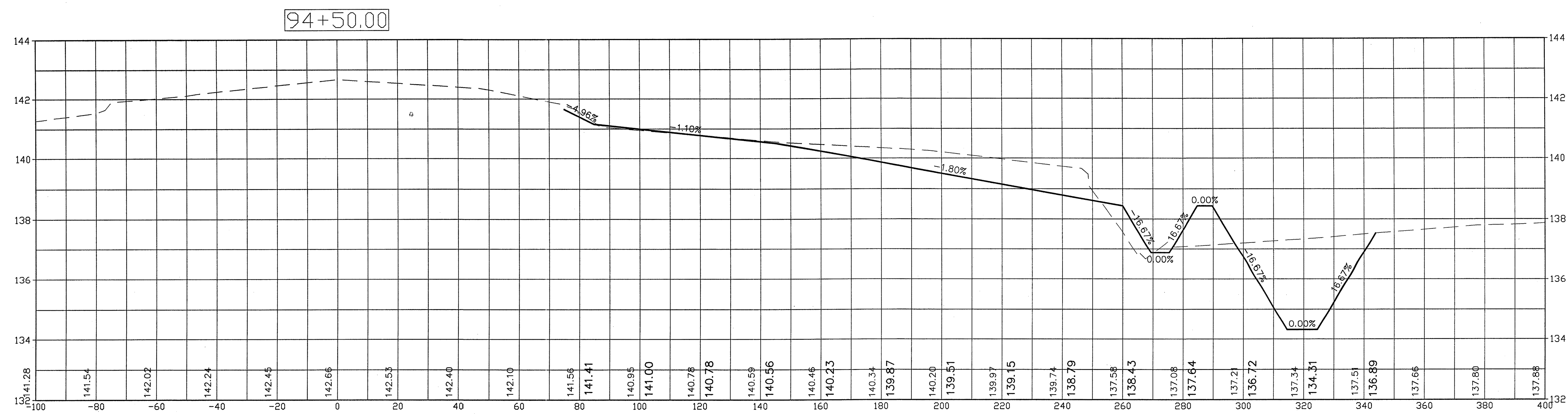
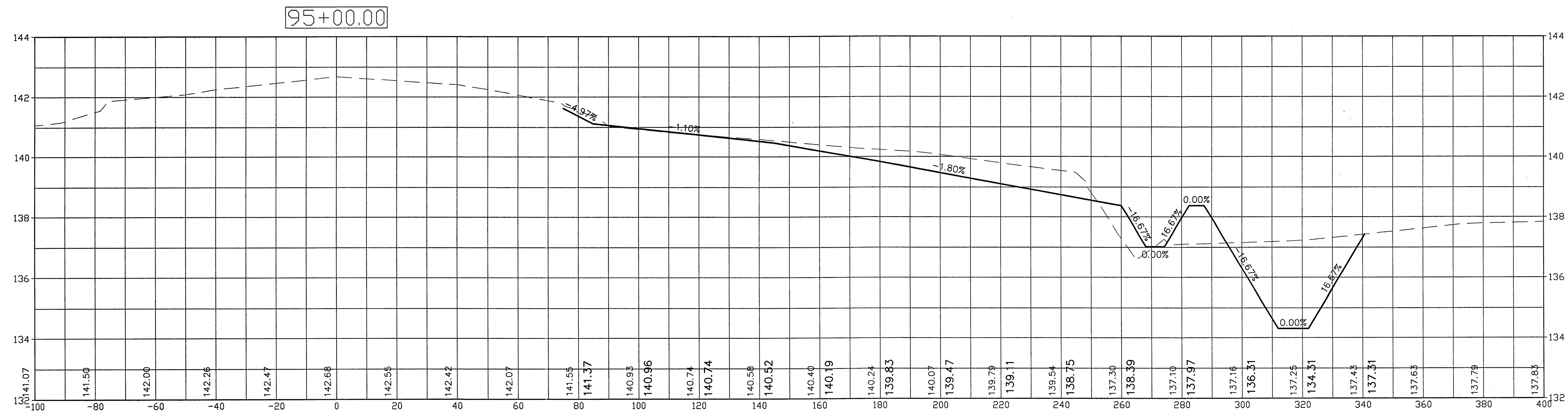
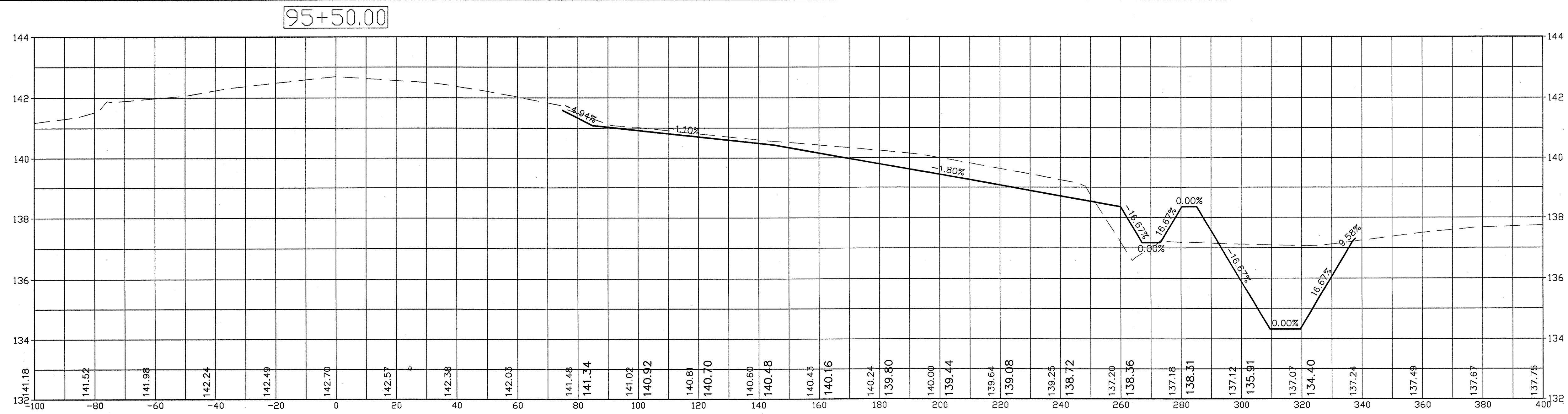


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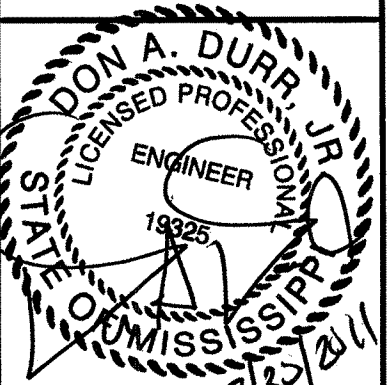


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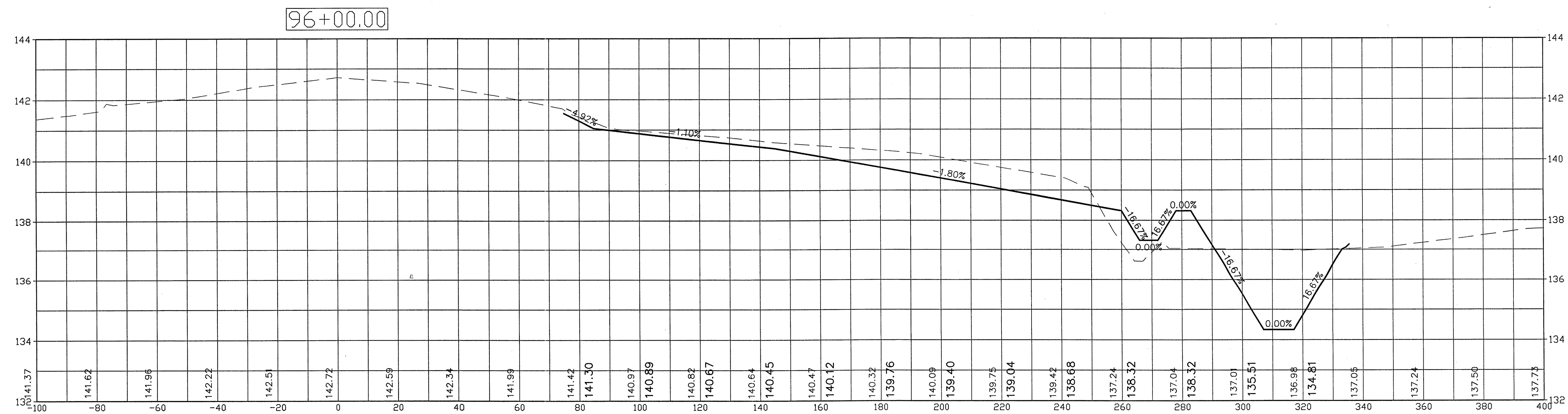
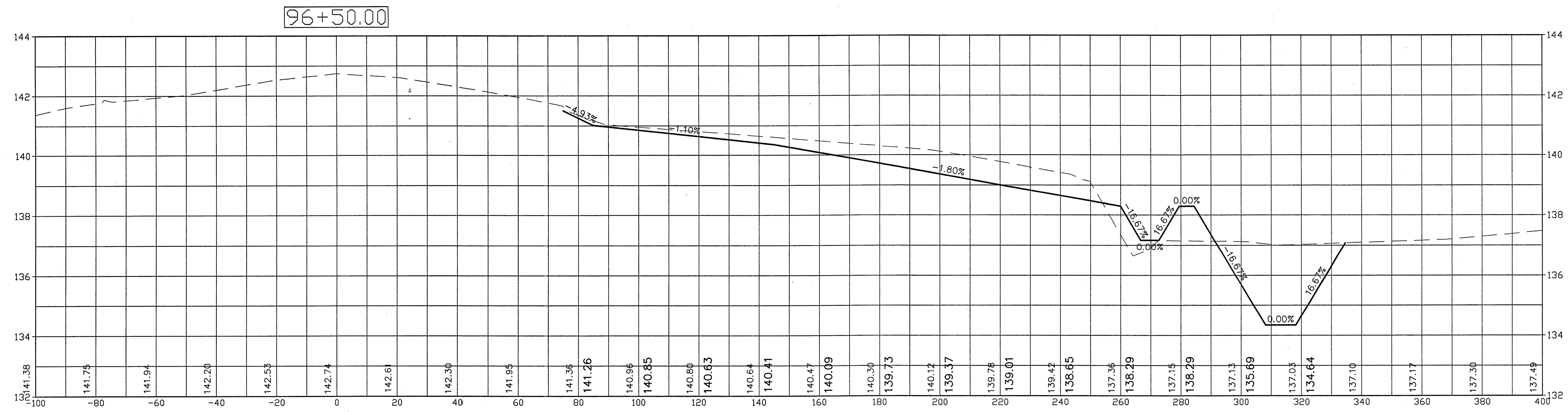
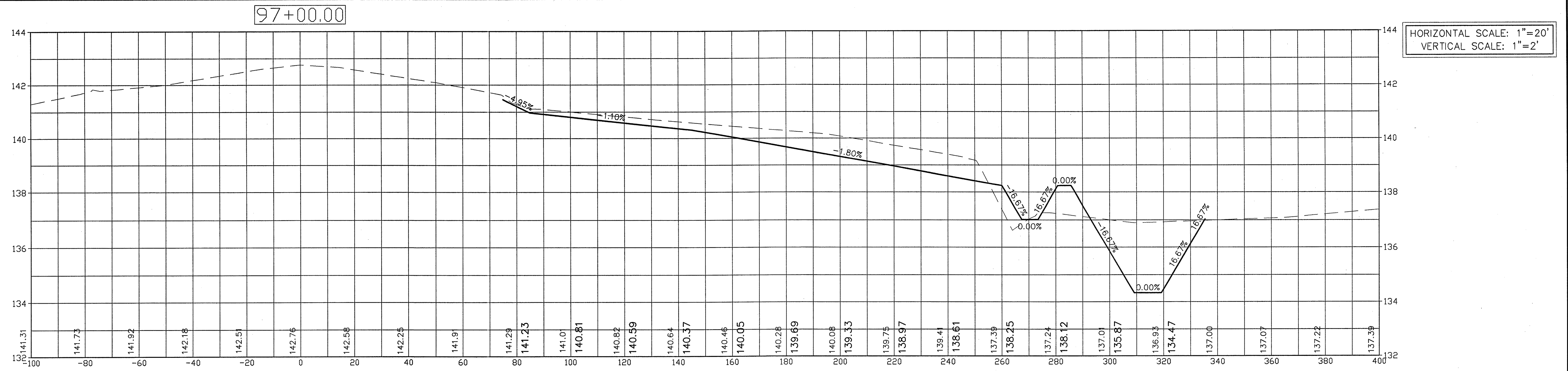
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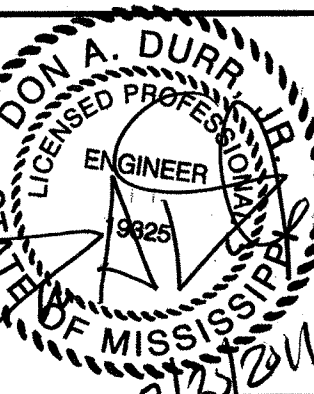
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800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (818) 222-2525 • Facsimile: 222-2525

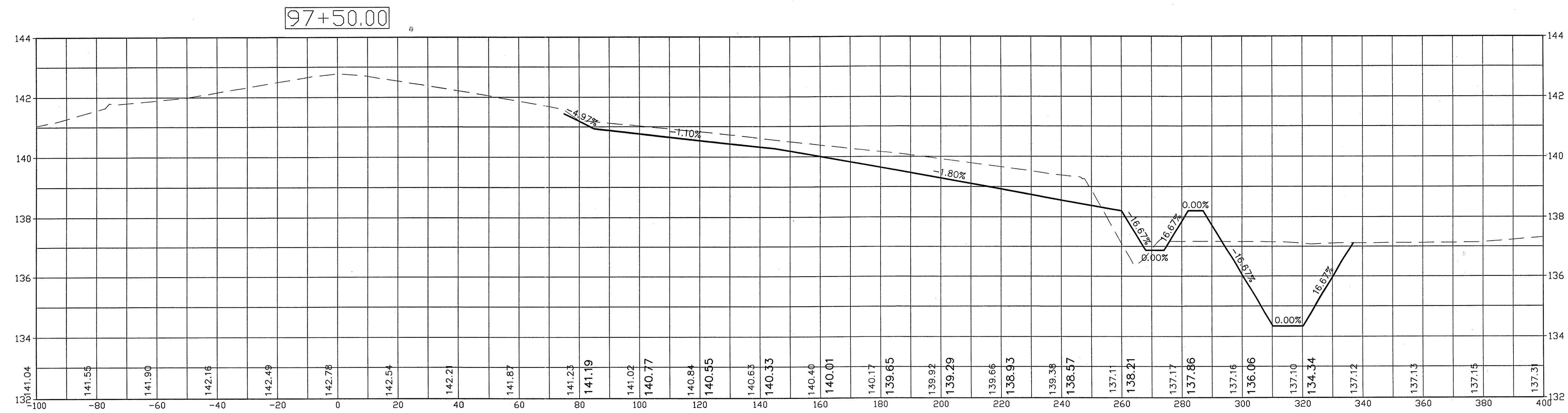
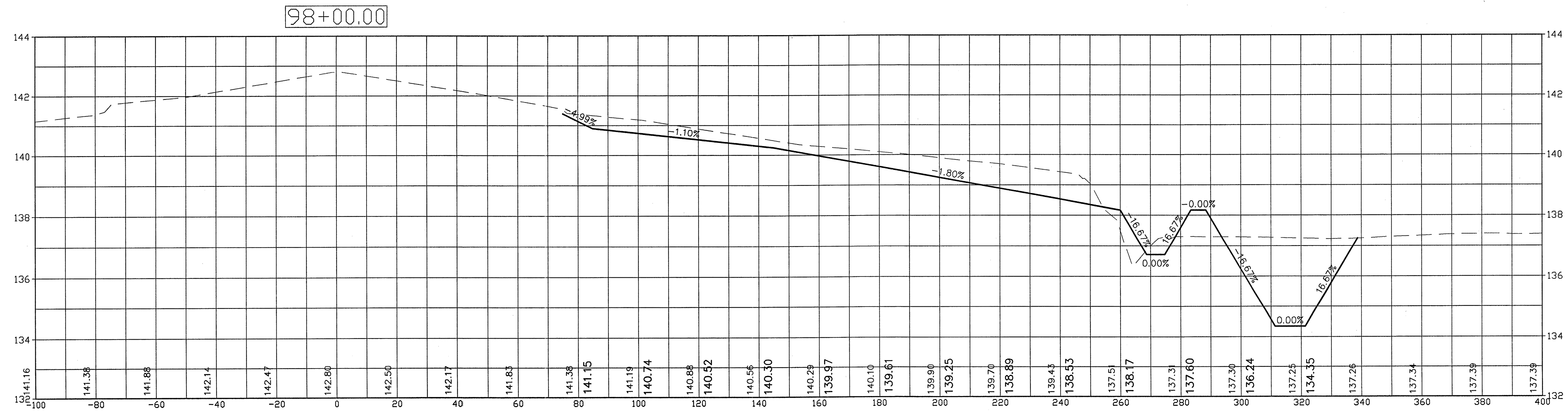
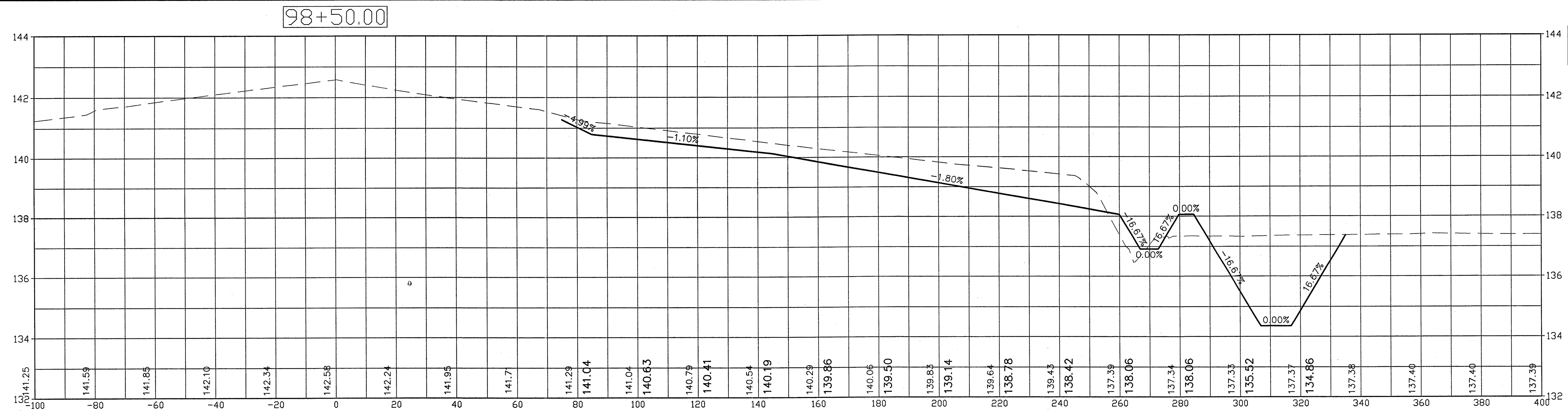


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Drawn: R.C.M.
Checked: D.A.D.
A R E Job Number: 11-0531

Sheet No.:

29

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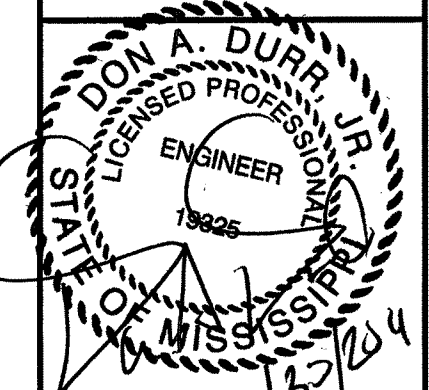


CROSS SECTIONS

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management
Professionals
Addition, Civil Engineering
Education & Development
Shreveport, Louisiana
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (504) 222-5252 • Facsimile: 222-2251

ARE
AIR REUNION
CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (504) 222-5252 • Facsimile: 222-2251



Date: 12/2/2011

Scale: AS SHOWN

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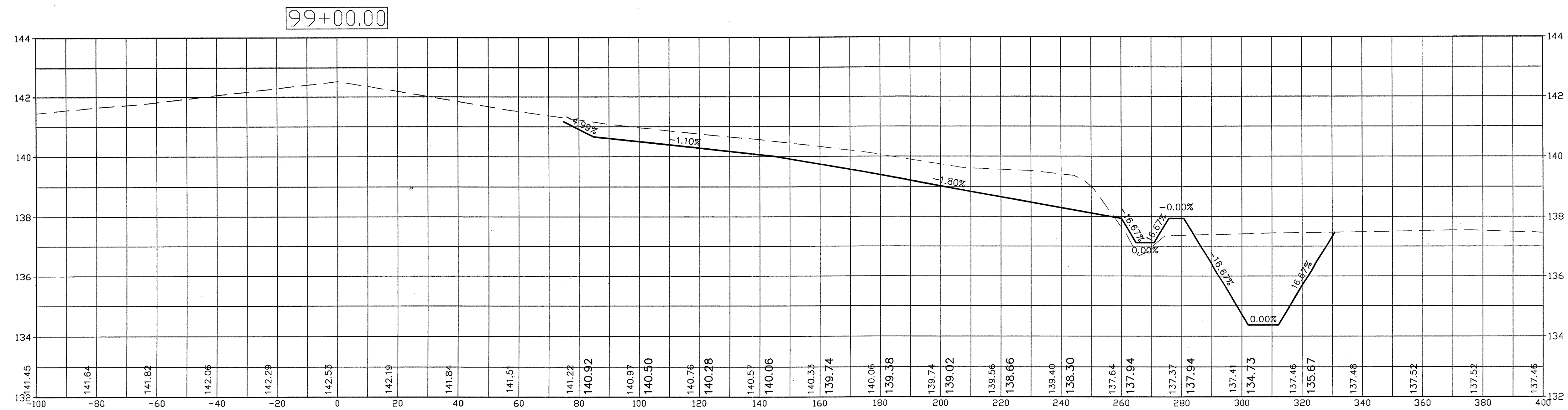
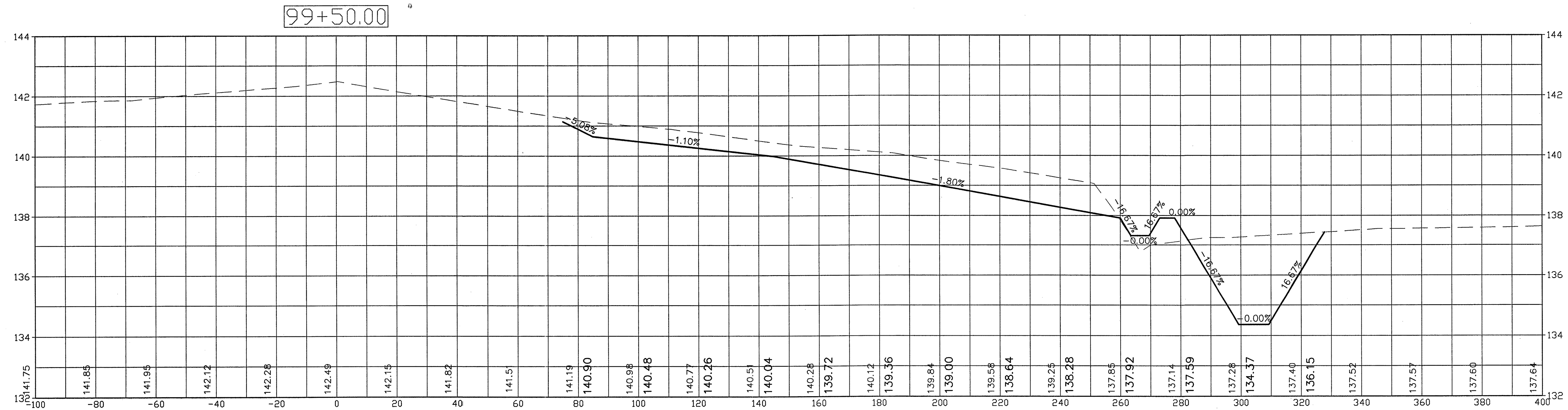
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Sheet No.:

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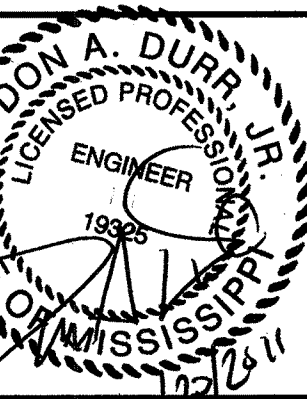


CROSS SECTIONS

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management
Professionals
Addition, Civil Engineering
Education & Development
Shreveport, Louisiana
Telephone: (504) 222-2252 • Facsimile: 222-2251

ARE
AIR REUNION
CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101 •



Date: 11/2/2011

Scale: AS SHOWN

Drawn: R.C.M.

Checked: D.A.D.

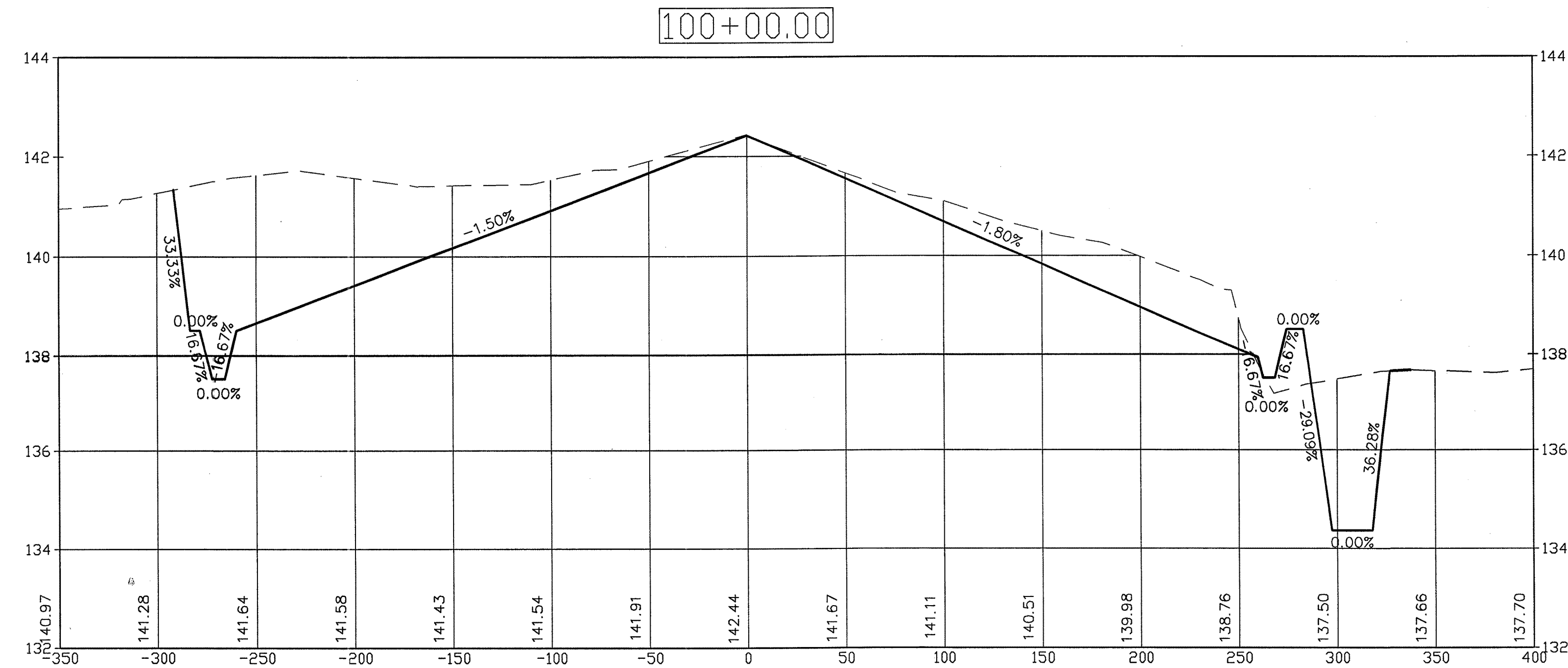
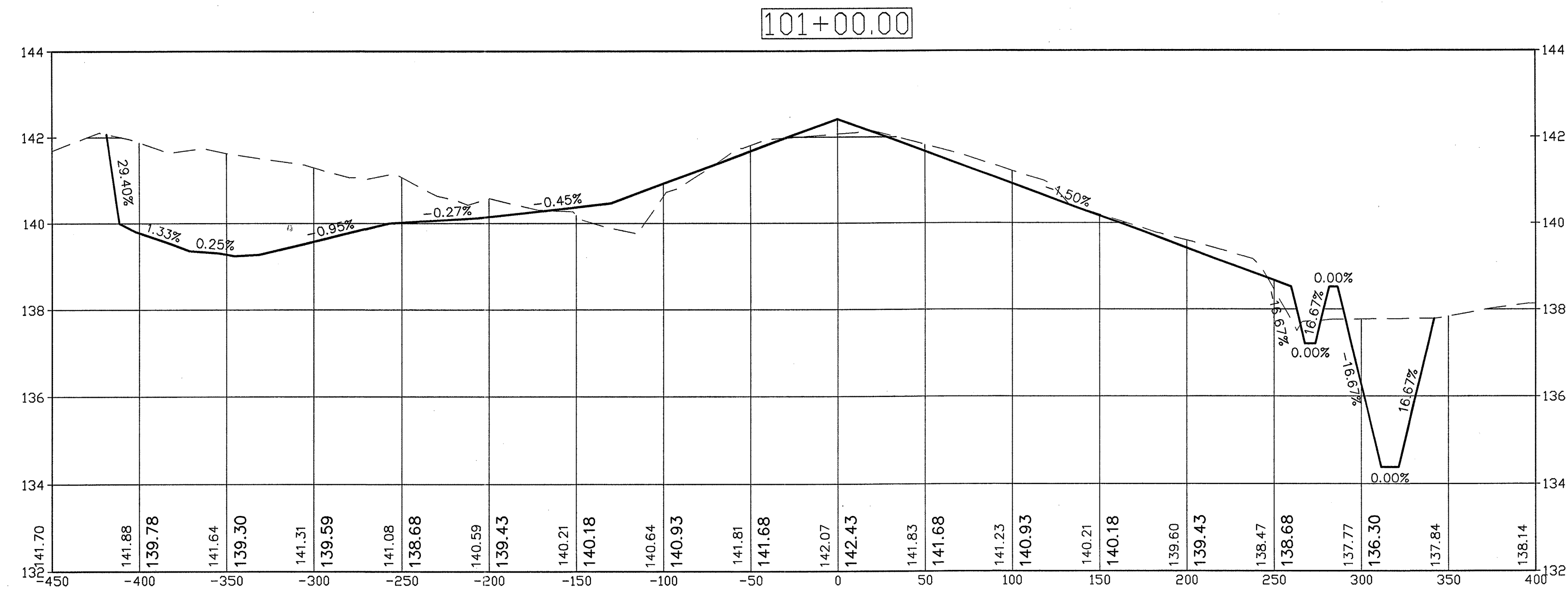
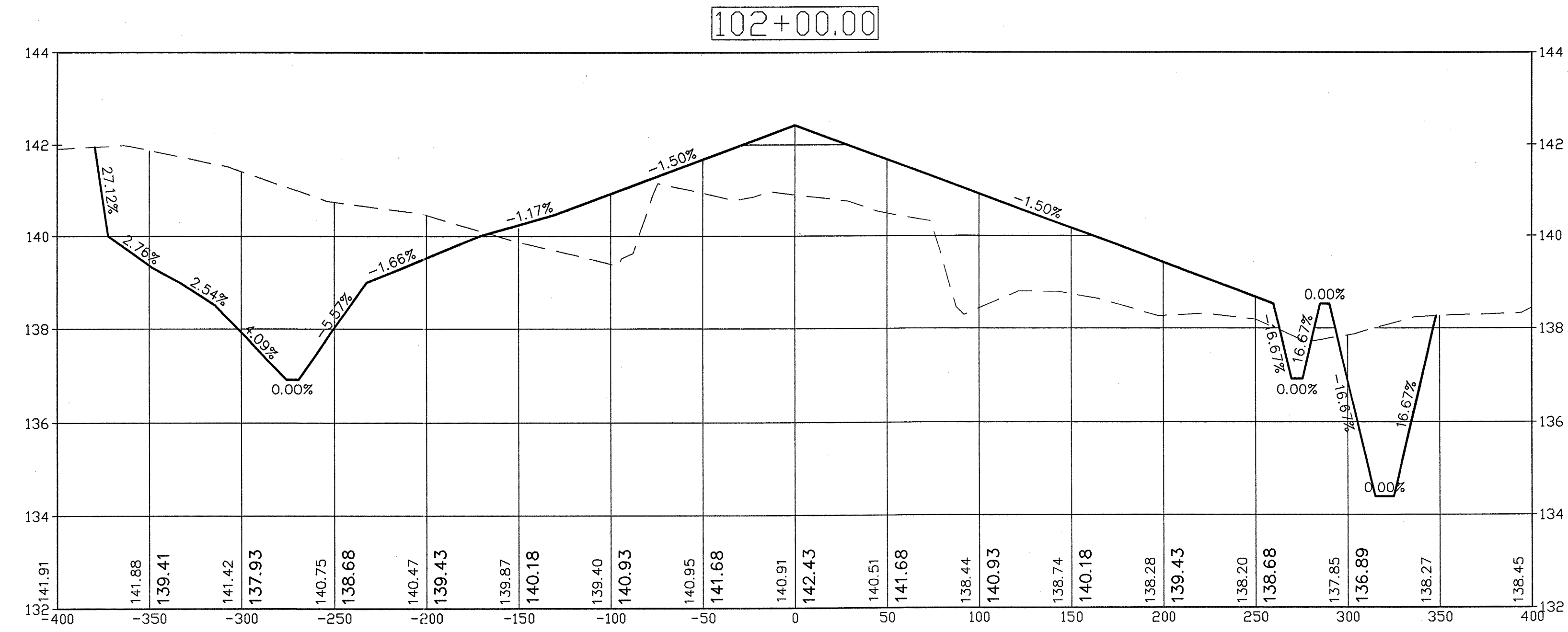
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Sheet No.:

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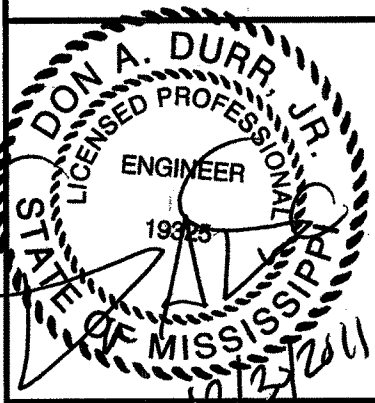


CROSS SECTIONS

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management
Professionals
Addition, Civil Engineering
Education & Development
Shreveport, Louisiana
Telephone: (504) 222-2552 • Facsimile: 222-2551

ARE
AIR REUNION
CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101 •



Date: 12/2011

Scale: AS SHOWN

Drawn: R.C.M.

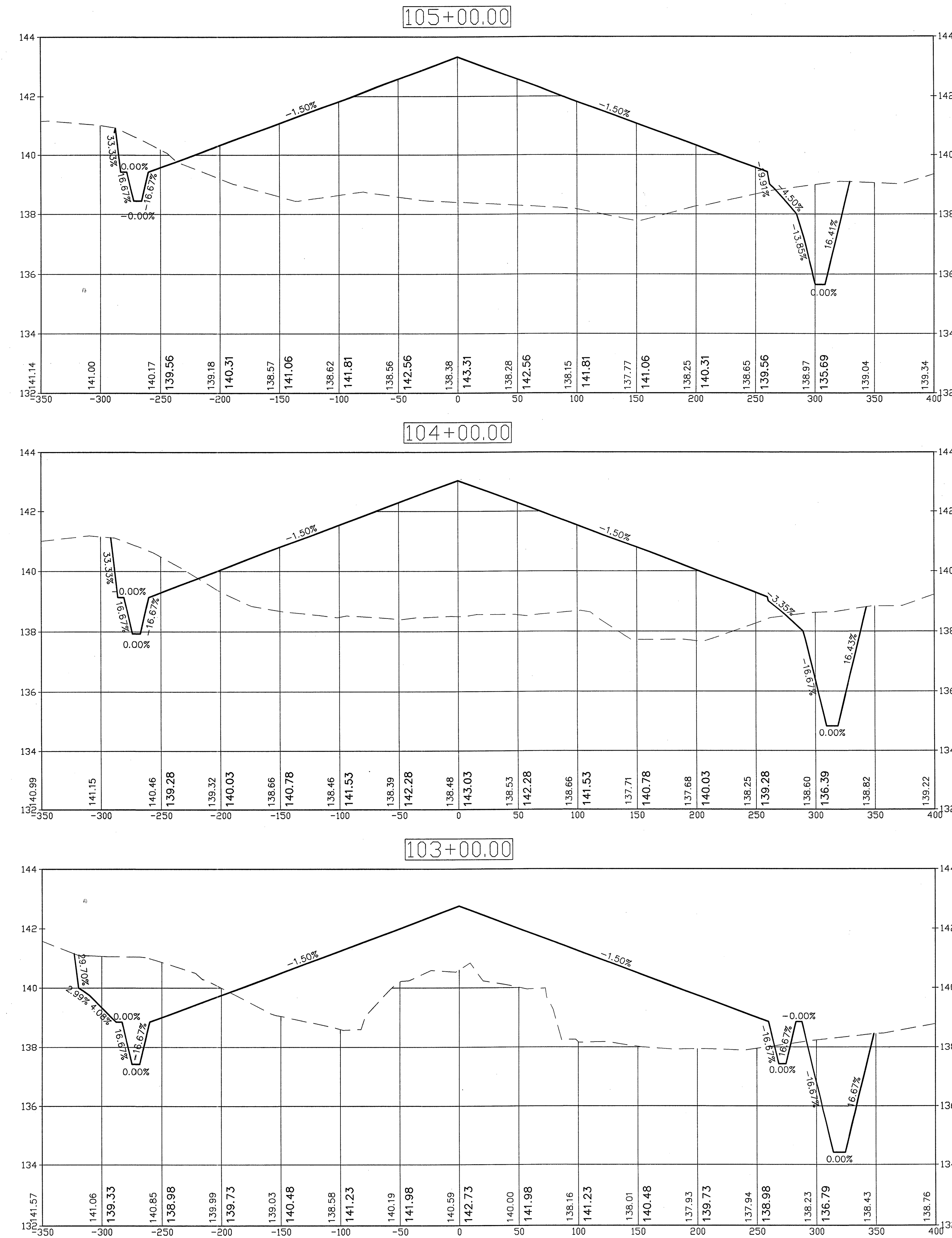
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ARE Job Number: 11-0531

Sheet No.:

32

Drawing File:



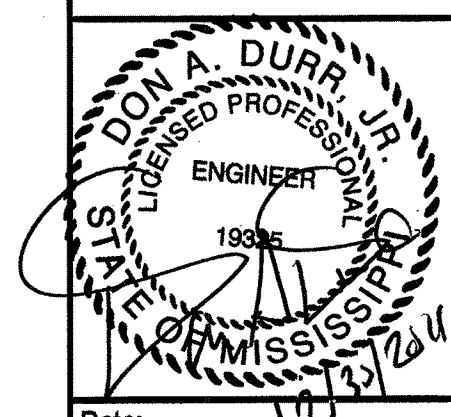
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VERTICAL SCALE: 1"=2'

CROSS SECTIONS

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management
Professionals
Addition: Civil Engineering
Education & Development
Shreveport, Louisiana
Telephone: (504) 222-2552 • Facsimile: 222-2551

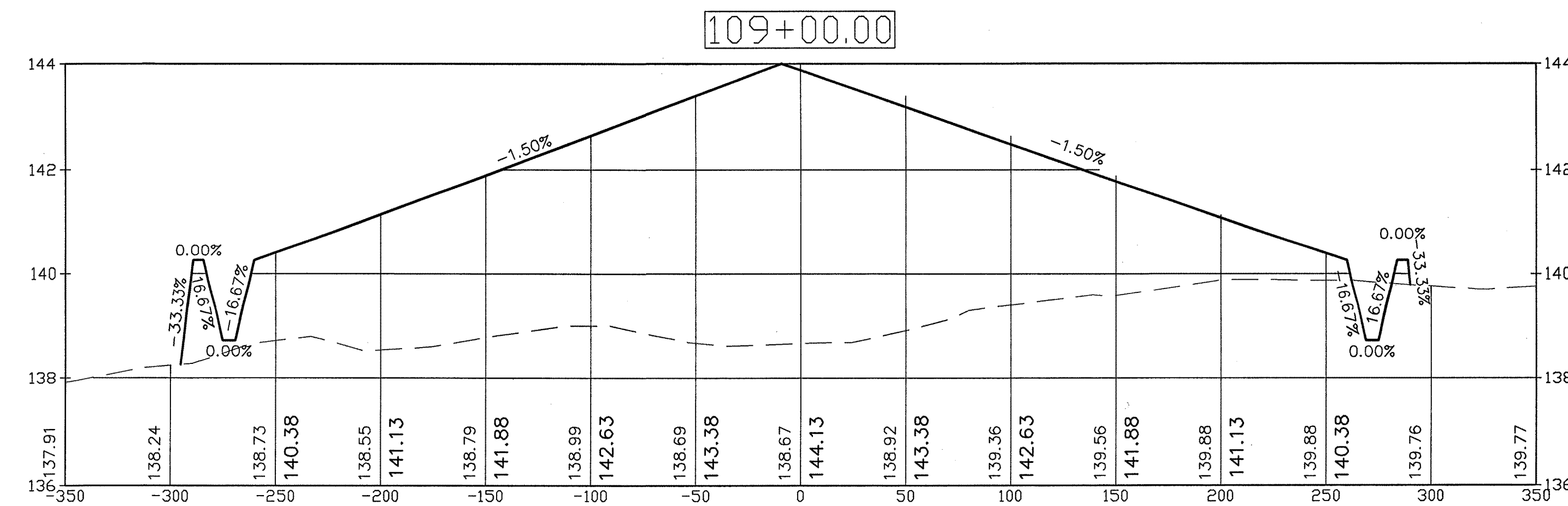
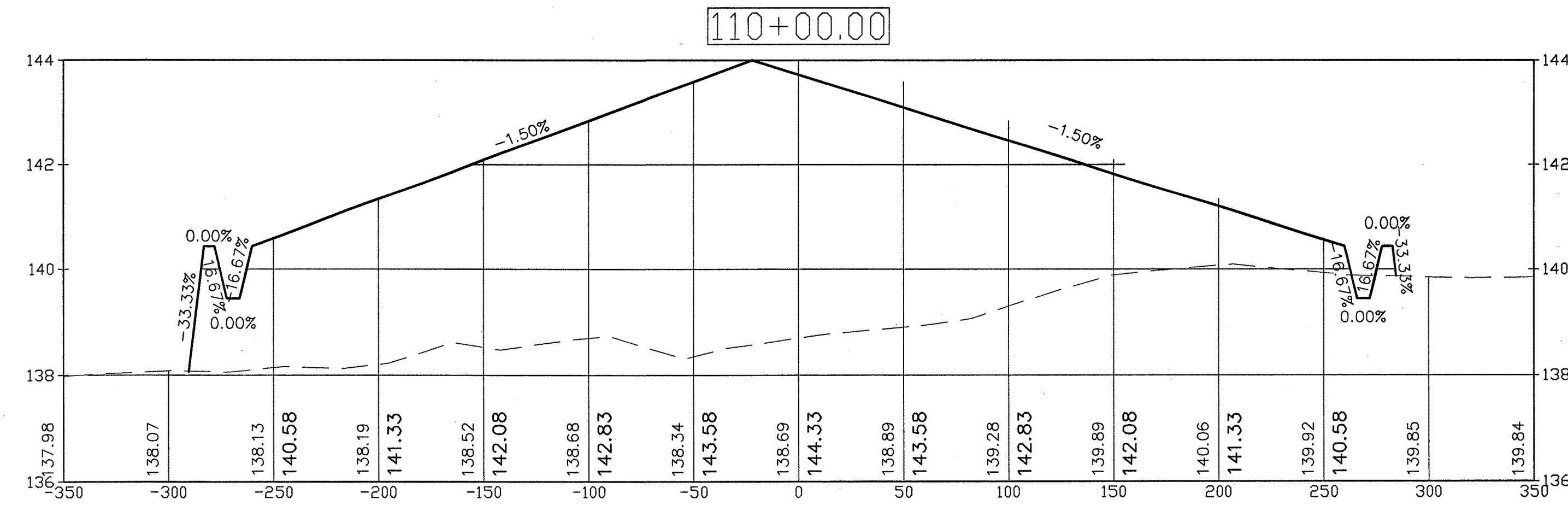
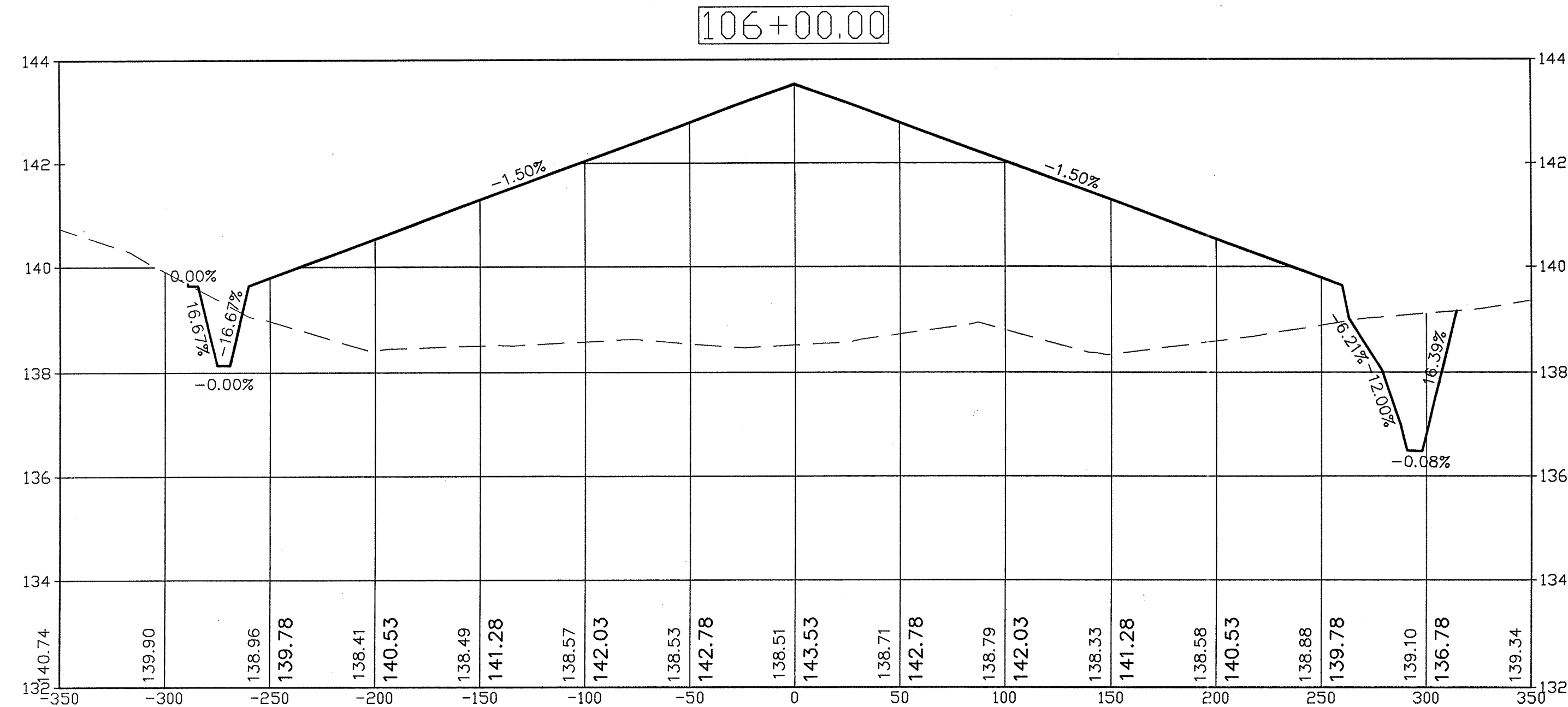
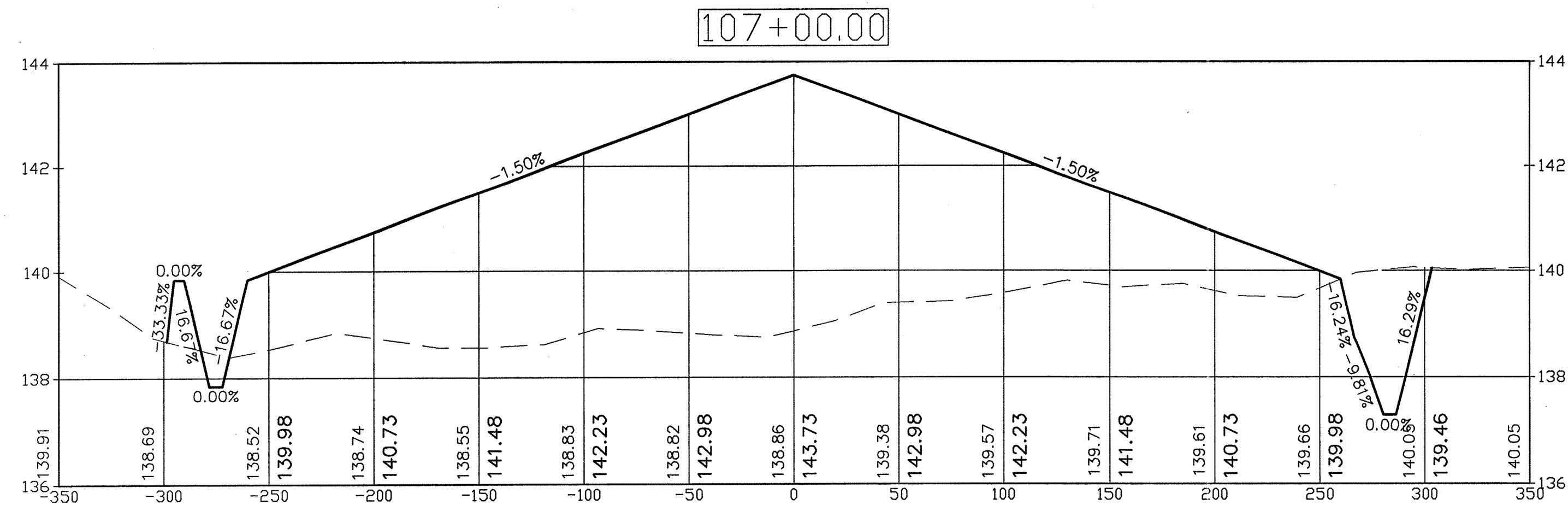
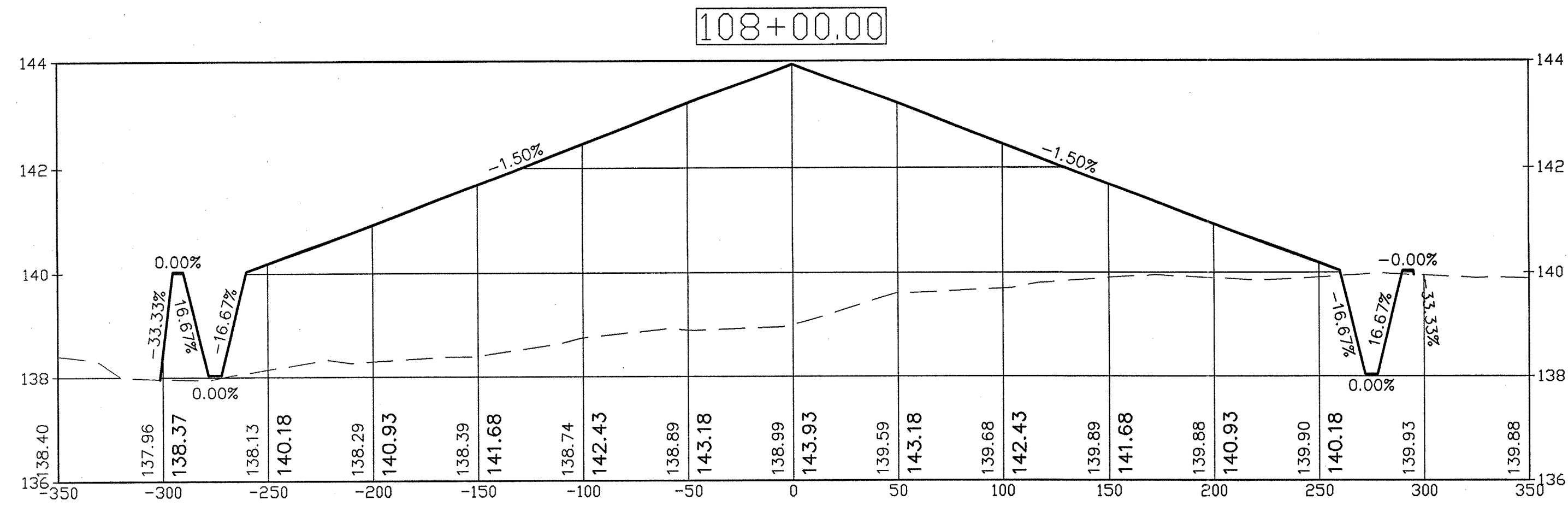
ARE
AIR REUNION
CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101 •



Date: 12/20/11
Scale: AS SHOWN
Drawn: R.C.M.
Checked: D.A.D.
A R E Job Number: 11-0531

Sheet No.:
33
Drawing File:

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=2'



CROSS SECTIONS

RUNWAY 31 DRAINAGE & SAFETY AREA IMPROVEMENTS
HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Design & Management
Professionals
Aviation, Civil Engineering
Education & Development
Shreveport, Louisiana
Telephone: (318) 222-2522 • Facsimile: 222-2521

ARE
AIR REUNION
CONSULTANTS
800 Spring Street, Suite 214 Shreveport, LA 71101

Professional Engineer
19925
12/2/2011

Date: 12/2/2011

Scale: AS SHOWN

Drawn: R.C.M.

Checked: D.A.D.

ARE Job Number: 11-0531

Sheet No.:

34

Drawing File:

ADVERTISEMENT FOR BIDDERS

Proof of Publication Required.

SEALED BIDS for construction of the following will be received by the City of Hattiesburg in the City Clerks Office, City Hall, Hattiesburg, MS 39403 until 10:00 a.m. Central Time on April 26, 2012 for Hattiesburg-Bobby L. Chain Airport Runway 31 Drainage & Safety Area Improvements, (AIP No. 3-28-0031-0018-2011) for the City of Hattiesburg.

This project shall generally consist of work which includes: earthwork, drainage, base, paving, marking and turfing.

Each bid shall generally be accompanied by a bid bond, certified check or cashier's check for an amount equal to five (5) percent of the total base bid.

Bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

Copies of the Contract Documents are on file at the airport manager's office, 29 Academy Drive, Hattiesburg, MS 39401 and are open for public inspection.

Contract documents may be examined and secured by licensed contractors, sub-contractors, and material suppliers from ARE Consultants, Inc. at the Hattiesburg Bobby L. Chain Municipal Airport upon deposit of two Hundred Dollars (\$200.00) per set for each set obtained. Direct questions to the Engineer at the Airport office (601) 544-8661 or at (318) 222-8252. The deposit will be refunded upon return of the drawings and specifications in good condition within ten (10) days after date of opening of bids.

Evidence that a Contractor holds a valid Mississippi Contractor's License must be presented prior to release of bidding documents and/or submittal of a bid proposal. The required classification is Highway, Street, and Bridge Construction.

It is the policy of the Department of Transportation (DOT) that disadvantaged 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 part with Federal funds.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirements are contained in the specifications.

The following question will be asked of all bidders: "Has the bidder defaulted on a contract or ever been involved in litigation with a political subdivision of the State of Mississippi or any other state or country?" _____ YES
_____ NO If "YES," please supply full details.

The City of Hattiesburg reserves the right to reject any or all bids and to waive informalities.

The bids shall be presented in a sealed envelope marked:

Bobby L. Chain Airport
Runway 31 Drainage & Safety Area Improvements
AIP No. 3-28-0031-0018-2012
for the City of Hattiesburg.

BID DATE: April 26, 2012 10:00 a.m. Central Time

A mandatory pre-bid conference is scheduled for 10:00 a.m. April 12th, in the Airport Conference Room, Hattiesburg, MS 39403.

PUBLISHED by Order of the Council on the 20th day of March A.D., 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Eddie R. Myers, City Clerk

Publish on 3-23 and 3-30
City of Hattiesburg
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403-1898



City of Hattiesburg, MS

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

Master

File Number: 2012-0595

File ID: 2012-0595

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/09/2012

Brief Title: Privilege License Report for the month of February
2012

Final Action:

Minute Book Number: MB 2012-1/89

Title:

Acknowledge receipt of Privilege License Report for the month of
February, 2012, from the Tax Department, as per recommendation.

Notes:

Sponsors:

Enactment Date:

Attachments: Privilege License Report for Feb. 2012

Enactment Number:

Contact: Barbara Robinson

Meeting Date: 03/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0595

Title

Acknowledge receipt of Privilege License Report for the month of February, 2012, from the
Tax Department, as per recommendation.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120219	20.00		TIENDA LA LIBERTAD 2 816 B EDWARDS ST HATTIESBURG, MS 39401
0120220	20.00		HUB CITY LAUNDRY SERVICE 528 N 38TH AVE HATTIESBURG, MS 39402
0120225	30.00		ACCEPTANCE LOAN COMPANY, INC 163 TURTLE CREEK DRIVE, STE 40 HATTIESBURG, MS 39402
0120226	30.00		HOVER GRAVEL CO. INC. 46 ARCHIE HOVER RD. HATTIESBURG, MS 39402
0120245	20.00		NATURAL RESTORATION/DAY SPA NATURAL RESTORATION/DAY SPA HATTIESBURG, MS 39402
0120246	30.00		BIG BOYZ CUSTOM PAINT & AUTOBODY 32 KING ROAD HATTIESBURG, MS 39402
0120259	62.50		OLE RIVER FABRICS, FLORIST & GIFTS 6414 HWY 98, STE 40 HATTIESBURG, MS 39402
0120260	20.00		BLESSNS OF BEAUTY SALON 2315 LINCOLN RD, STE B HATTIESBURG, MS 39401
0120284	20.00		LARRY'S WRECKER SERVICE 1917 HILL ST HATTIESBURG, MS 39401
0120285	20.00		BODY TECH WRECKER SERVICE 1909 BRYRON ST HATTIESBURG, MS 39401
0120286	20.00		MICHAEL'S WRECKER SERVICE, INC 1903 STONE ST HATTIESBURG, MS 39401
0120287	20.00		LIL JACKIE'S WRECKER SERVICE 1919 HILL ST HATTIESBURG, MS 39401
0120288	39.00		CANDLEWOOD SUITES 9 GATEWAY DR INDIANAPOLIS, IN 46241

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120289	30.00		COOK & ASSOCIATES LLC 5195 HWY 42 HATTIESBURG, MS 39403
0120294	20.00		ENCORE REHABILITATION INC 498 TUSCAN AVE DECATUR, AL 35601
0120295	20.00		THE WORLD OF GREEKDOM 1507 HARDY ST STE 202 HATTIESBURG, MS 39401
0120302	30.00		BASKIN-ROBINS 3720 HARDY STREET, STE 16 HATTIESBURG, MS 39402
0120303	30.00		FAIRFIELD INN & SUITES HATTIESBURG 173 THORNHILL DR IRVING, TX 75039
0120307	20.00		SEARS HOME IMPROVEMENT PRODUCTS, INC 1024 FLORIDA CENTRAL PARKWAY LONGWOOD, FL 32750
0120324	20.00		GRE AUX 4214 WEST 4TH APT. 805 HATTIESBURG, MS 39401
0120325	20.00		ONE STOP TOBACCO SHOP, LLC 215 BROADWAY DR., STE 65 HATTIESBURG, MS 39401
0120330	20.00		THE GRAND BALLROOM OF HATTIESBURG 1604 S 28TH AVE HATTIESBURG, MS 39401
0120335	20.00		BIJOU HAIR BRAIDING 1000 S 17TH AVE., STE 5 HATTIESBURG, MS 39401
0120340	250.00		ADVANAGE DIVERSIFIED PRODUCTS 16615 S HALSTED HARVEY, IL 60426
0120362	20.00		MANAGEMENT RESOURCE SYSTEM, INC 1907 BAKER RD HIGH POINT, NC 27263
0120378	20.00		VIV'S PAYMENT CENTER 108 COLUMBIA ST HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120394	20.00		EAST HARDY BODY & TOWING 113 NORTH TIPON ST. HATTIESBURG, MS 39401
0120397	20.00		BILLY'S AUTO & TIRE 1707 E. HARDY ST PETAL, MS 39465
0120400	30.00		SOUTHERN STAR MEDICAL GROUP 4 WILLOW POINTE SUITE 110 HATTIESBURG, MS 39402
0120401	20.00		THE LADNER LAW FIRM PLLC 615 WEST PINE STREET HATTIESBURG, MS 39401

30	961.50	.00	

153 10,775.50 1,273.43

Total Collection For February

New Licenses	961.50
Renewed Licenses	10,775.50
Penalties	1,273.43
Grand Total	13,010.43

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120218	20.00		E & L'S TRIANGLE SEAFOOD & POBOYS 420 HARDY STREET POPLARVILLE, MS 39470
0120221	20.00	4.20	H'BURG AREA ASSOCIATION OF REALTORS 1000 BROADWAY DR. SUITE 30 HATTIESBURG, MS 39401
0120222	20.00		H'BURG AREA ASSOCIATION OF REALTORS 1000 BROADWAY DR. SUITE 30 HATTIESBURG, MS 39401
0120223	30.00		SUBWAY SANDWICH SHOP OF H'BURG #1 2910 W. HARDY ST. HATTIESBURG, MS 39401
0120224	2,445.00		ENTERPRISE RENT A CAR 410 BROADWAY DR. BRANDON, MS 39042
0120227	20.00		FYR-FYTER SALES-SERVICE, INC. 608 SOUTH BROAD STREET MOBILE, AL 36603
0120228	20.00		HMP NURSING SERVICES, INC. 124 WALNUT STREET HATTIESBURG, MS 39401
0120229	20.00		CADILLAC CORNER 1600 E HARDY STREET HATTIESBURG, MS 39401
0120230	1,935.00	967.50	TOP MUSIC COMPANY 3656 GOVERNMENT BLVD. MOBILE, AL 36693
0120231	1,305.00		TOP MUSIC COMPANY 3656 GOVERNMENT BLVD. MOBILE, AL 36693
0120232	50.00		MISSISSIPPI MUSIC, INC. 100 N. 39TH AVE. HATTIESBURG, MS 39403
0120233	30.00		HEIDELBERG, LAW FIRM, PLLC 301 W. PINE ST. HATTIESBURG, MS 39401
0120234	54.00		THE FAMILY PRACTICE/AFTER HOURS 110 MILLSAPS DR. HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120235	20.00		908 PLACE 908 HARDY ST HATTIESBURG, MS 39401
0120236	51.00		SUBWAY @ WESLEY MEDICAL CENTER 5001 HARDY STREET HATTIESBURG, MS 39404
0120237	40.00		B'S UNIFORMS 123 SOUTH 27TH AVENUE SUITE A SUMRALL, MS 39482
0120238	20.00		BROWN LAWN SERVICE 252 CYPRESS AVE HATTIESBURG, MS 39401
0120239	105.00		DIRECTV, LLC 17 PIONEER ROAD EAST ENGLEWOOD, CO 80112
0120240	20.00		BAGGETT AIR COND & HEATING 123 S. GEORGE ST PETAL, MS 39465
0120241	30.00		NEWSON AGENCY 1405 EAST HARDY STREET HATTIESBURG, MS 39401
0120242	20.00	7.20	H C SECURITY 107 CITY PARK CIRCLE HATTIESBURG, MS 39401
0120243	20.00	4.80	H C SECURITY 107 CITY PARK CIRCLE HATTIESBURG, MS 39401
0120244	20.00	2.40	H C SECURITY 107 CITY PARK CIRCLE HATTIESBURG, MS 39401
0120247	66.00		HEMATOLOGY/ONCOLOGY-CANCER CENTER 301 SOUTH 28TH AVENUE HATTIESBURG, MS 39401
0120248	42.00		H'BURG CLINIC'S EYE ASSOCIATES 5003 HARDY STREET SUITE 402 HATTIESBURG, MS 39401
0120249	39.00		H'BURG CLINIC-INTERNAL MEDICINE #4 MEDICAL BOULEVARD HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120250	20.00		WESLEY HEALTH SYSTEMS CONST. 5001 HARDY ST. HATTIESBURG, MS 39402
0120251	30.00		HANCOCK BANK 3301 HARDY STREET GULFPORT, MS 39502
0120252	20.00		SURETURN, LLC DBA H & R BLOCK 5040 HARDY ST. STE 10 PURVIS, MS 39475
0120253	30.00		MISSISSIPPI PHYSICIAN CORP. 120 NORTH 40TH AVE. HATTIESBURG, MS 39401
0120254	30.00		BURCH CORPORATION BIRMINGHAM, ALABAMA BIRMINGHAM, AL 35206
0120255	20.00		KEVIN M. PASSER, M.D., P.A. 5317-4 OLD HWY 11 HATTIESBURG, MS 39402
0120256	20.00		MARTIN HEATING & COOLING, LLC 318 GOLF COURSE ROAD MENDENHALL, MS 39114
0120257	20.00		MARGARETS CLEANING SERVICES 909 RAILROAD STREET HATTIESBURG, MS 39401
0120258	20.00		SOUTHERN PATIENT CARE 560 WEATHERSBY RD. STE 50 BIRMINGHAM, AL 35209
0120261	20.00		ARROWSMITH ENTERPRISES 301 HUMBLE AVE STE 135 HATTIESBURG, MS 39403
0120262	20.00	3.40	CURTIS CUSTOM COUNTERS 701 E. PINE HATTIESBURG, MS 39402
0120263	20.00		CURTIS CUSTOM COUNTERS 701 E. PINE HATTIESBURG, MS 39402
0120264	20.00	4.60	HIDE-A-WAY TRAILER PARK 500 CAHAL ST. HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120265	20.00	2.20	HIDE-A-WAY TRAILER PARK 500 CAHAL ST. HATTIESBURG, MS 39403
0120266	20.00		BOBBY'S AUTO MOTORS 104 1/2 ASHFORD ST. HATTIESBURG, MS 39401
0120267	30.00	17.70	BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG, MS 39402
0120268	30.00	14.10	BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG, MS 39402
0120269	30.00	10.50	BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG, MS 39402
0120270	30.00	6.90	BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG, MS 39402
0120271	30.00	3.30	BAYMONT INN & SUITES 123 PLAZA DRIVE HATTIESBURG, MS 39402
0120272	20.00	2.40	NAIL DIVAS SALON 2525 D LINCOLN RD. LAUREL, MS 39440
0120273	62.50		FAMILY DOLLAR STORES #1119 215 BROADWAY DR. CHARLOTTE, NC 28201
0120274	30.00		BURGER KING #1695 806 BROADWAY DR. NEW ORLEANS, LA 70174
0120275	45.00		STARBUCKS COFFEE #9336 3708 HARDY STREET SEATTLE, WA 98124
0120276	200.00		WILLIAM CAREY UNIV. BOOKSTORE #015 498 TUSCAN AVENUE BASKING RIDGE, NJ 07920
0120277	30.00		INTERFACE SECURITY 124 GRAND DRIVE, SUITE 1070 EARTH CITY, MO 63045

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120278	20.00	15.00	CULPEPPER BODY SHOP 113 N. TIPTON STRINGER, MS 39481
0120279	20.00	12.60	CULPEPPER BODY SHOP 113 N. TIPTON STRINGER, MS 39481
0120280	20.00	10.20	CULPEPPER BODY SHOP 113 N. TIPTON STRINGER, MS 39481
0120281	20.00	7.80	CULPEPPER BODY SHOP 113 N. TIPTON STRINGER, MS 39481
0120282	20.00	5.40	CULPEPPER BODY SHOP 113 N. TIPTON STRINGER, MS 39481
0120283	20.00	3.00	CULPEPPER BODY SHOP 113 N. TIPTON STRINGER, MS 39481
0120290	30.00		QUALITY INN 6511 HWY 49 NORTH HATTIESBURG, MS 39401
0120291	20.00		EDWARDS MOBILE HOME PARK 1006 EDWARDS ST. PURVIS, MS 39475
0120292	20.00		CARNIVAL VIDEO 5296 OLD HWY 11 SUITE 4 HATTIESBURG, MS 39402
0120293	48.00		HATTIESBURG EYE CLINIC, P.A. 100 WEST HOSPITAL DR. HATTIESBURG, MS 39402
0120296	30.00	9.90	ENVIROMENTAL CONTROL INC 2501 HAMMOCK RD MOBILE, AL 36605
0120297	30.00	6.30	ENVIROMENTAL CONTROL INC 2501 HAMMOCK RD MOBILE, AL 36605
0120298	30.00		ENVIROMENTAL CONTROL INC 2501 HAMMOCK RD MOBILE, AL 36605

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120299	20.00		A.J. TIRE & LUBE 5409 HWY 42 BYPASS HATTIESBURG, MS 39401
0120300	40.00		LIVING SPACES HOMESTORE 6190 HWY 98 STARKVILLE, MS 39760
0120301	20.00		HALLMAN PROPERTY MANAGEMENT 3420 HARDY ST. STE 2 HATTIESBURG, MS 39402
0120305	54.00		HATTIESBURG HAMPTON INN 4301 HARDY STREET IRVING, TX 75039
0120306	20.00		MISSISSIPPI MOTORS 6327 B HWY 98 WEST SUMRALL, MS 39482
0120308	45.00		GULF EQUIPMENT CORPORATION 5540 BUSINESS PARKWAY THEODORE, AL 36582
0120309	30.00	3.60	CHURCH'S CHICKEN 1300 N. MAIN ST. HATTIESBURG, MS 39401
0120310	20.00		GARY'S SMALL ENGINE 1400 1/2 E. HARDY ST. PETAL, MS 39465
0120311	150.00		WILLMUT GAS & OIL CO. 315 S. MAIN ST. HATTIESBURG, MS 39403
0120312	75.00		TIRE CENTER LLC. 709 BROADWAY DR. DUNCAN, SC 29334
0120313	30.00		HANGER PROSTHETICS & ORTHOTICS INC 1104 S 28TH AVE AUSTIN, TX 78758
0120314	20.00		JORDAN, TOM H., CPA 608 WEST PINE ST. PETAL, MS 39465
0120315	20.00		SUE GALLASPY REAL ESTATE, INC. 3420 HARDY STREET, STE 2 HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120316	55.00		YELLOW CAB 106 KAMPER STREET HATTIESBURG, MS 39401
0120317	30.00		HATTIESBURG PUBLISHING INC. 103 N. 40TH AVENUE HATTIESBURG, MS 39401
0120318	30.00		HARDEE'S 4964 HARDY STREET WAYNESBORO, MS 39367
0120319	30.00		A S A P OF LAMAR COUNTY, LLC. 416 WEATHERSBY RD. LAUREL, MS 39442
0120320	32.50	15.60	WOLFE GANG MUSIC 1206-A HARDY ST HATTIESBURG, MS 39401
0120321	32.50	11.70	WOLFE GANG MUSIC 1206-A HARDY ST HATTIESBURG, MS 39401
0120322	32.50	7.80	WOLFE GANG MUSIC 1206-A HARDY ST HATTIESBURG, MS 39401
0120323	32.50	3.90	WOLFE GANG MUSIC 1206-A HARDY ST HATTIESBURG, MS 39401
0120326	20.00	4.40	J & D TIRE SERVICE 6925 US HWY 49 N STE 3 HATTIESBURG, MS 39402
0120327	20.00		J & D TIRE SERVICE 6925 US HWY 49 N STE 3 HATTIESBURG, MS 39402
0120328	20.00		DOWNTOWN TONSORIAL PARLOR 119 E.PINE ST. HATTIESBURG, MS 39401
0120329	32.50		FARRELL CALHOUN, INC. 5290 OLD HWY 11 H'BURG, MS MEMPHIS, TN 38126
0120331	20.00		DAVID ALLEN GOLF SHOP 61 CLASSIC DRIVE HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120332	200.00		AUTOZONE #590 6114 US HWY 98 MEMPHIS, TN 38101
0120333	20.00	2.20	GOLDEN EAGLE SELF STORAGE OAK GROVE 2033 OAK GROVE ROAD WILLIAMSVILLE, NY 14221
0120334	20.00		PALLET DEPOT 1705 JAMES ST. HATTIESBURG, MS 39401
0120336	20.00		S & S PLUMBING, LLC 60 OVERSTREET RD HATTIESBURG, MS 39402
0120337	20.00	2.60	APPEARANCES 5266 OLD HWY 11, SUITE 130 HATTIESBURG, MS 39402
0120338	20.00		MAGIC HANDS SALON, INC. 4600 HARDY STREET, SUITE 16 HATTIESBURG, MS 39402
0120339	20.00	2.20	OCCASIONS 4356 LINCOLN ROAD EXTENSION STE 20 HATTIESBURG, MS 39402
0120341	20.00	2.20	FLANAGAN ELECTRIC SERVICE P. O. BOX 15033 HATTIESBURG, MS 39402
0120342	20.00		ASCLS, LLC 822 HILLENDALE DRIVE HATTIESBURG, MS 39404
0120343	63.00	13.23	SOUTH MISSISSIPPI SURGERY CENTER 39 FRANKLIN RD. HATTIESBURG, MS 39402
0120344	63.00		SOUTH MISSISSIPPI SURGERY CENTER 39 FRANKLIN RD. HATTIESBURG, MS 39402
0120345	35.00	10.50	CLUB XCLUSIVE 5729 HWY 49 SOUTH HATTIESBURG, MS 39402
0120346	20.00		M.L. GRIFFIN, III DMD 1903 HARDY ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120347	20.00		LETT CHIROPRACTIC CENTER 1509 HARDY ST. HATTIESBURG, MS 39401
0120348	200.00		STUART C. IRBY CO. 1314 W. PINE ST. JACKSON, MS 39215
0120349	20.00	2.40	EXPRESS CHECK ADVANCE OF MS, LLC 6068 HWY 98W SUITE 5 CHATTANOOGA, TN 37421
0120350	20.00		SERVICE-ALL REPAIR 144 WOODSTONE HATTIESBURG, MS 39402
0120351	20.00		SINCLAIR LUNDY C.P.A. 3802 WEST 4TH STREET SUITE B HATTIESBURG, MS 39402
0120352	20.00		THYSSENKRUPP ELEVATOR CORPORATION MEMPHIS, TN KENNESAW, GA 30144
0120353	20.00		POLLY ESTHERS CLOSET LLC 6202 US HIGHWAY 49N HATTIESBURG, MS 39401
0120354	20.00		WISE CARTER CHILD & CARAWAY 601 ADELINE ST. JACKSON, MS 39205
0120355	20.00		ALLEN CONSTRUCTION COMPANY & INC. 196 BOB GRAHAM RD SUMRALL, MS 39482
0120356	20.00		ALLEN CONSTRUCTION COMPANY & INC. 196 BOB GRAHAM RD SUMRALL, MS 39482
0120357	20.00		TOUCHSTONE ELECTRIC COMPANY 15 WALLACE LANE PURVIS, MS 39475
0120358	30.00		PIERCE PLUMBING INC. 1518 N. MAIN ST. HATTIESBURG, MS 39401
0120359	20.00		PIERCE PLUMBING INC. 1518 N. MAIN ST. HATTIESBURG, MS 39401

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120360	20.00		PIERCE PLUMBING INC. 1518 N. MAIN ST. HATTIESBURG, MS 39401
0120361	30.00		CREATIVE KIDS 205 METHODIST BLVD. HATTIESBURG, MS 39402
0120363	20.00		HATTIESBURG TAE KWON DO ACADEMY, INC 28 MARKET COURT SUITE 40 HATTIESBURG, MS 39402
0120364	20.00		GAYLE GALEY GIFTS & GEMS 814 W. PINE ST. HATTIESBURG, MS 39401
0120365	40.00		MCLELLAND TV CO. INC. 302 BROADWAY DR. HATTIESBURG, MS 39401
0120366	20.00		ACADEMY OF HAIR DESIGN 6333 HWY 49 SUITE 30 JACKSON, MS 39204
0120367	27.00		G & K SERVICES, CO 7028 HWY 49 N MINNETONKA, MN 55343
0120368	20.00	2.20	T MICHAEL REED 612 NORTH MAIN STREET HATTIESBURG, MS 39403
0120369	20.00		STEELMAN'S HAMBURGERS & SEAFOOD 1010 SOUTH 17TH AVENUE HATTIESBURG, MS 39401
0120370	20.00		DUDS FOR DOODLEBUGS LLC 570 DELK ROAD SEMINARY, MS 39479
0120371	48.00		KARNES LANDSCAPING GROUP, LLC 938 RICHBURG RD HATTIESBURG, MS 39402
0120372	48.00		IMPACT OF HATTIESBURG 6335 HWY 49, STE 20 BRANDON, MS 39403
0120373	30.00		POWER PLUS, INC. 50 OFFICE PARK DR HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120374	250.00		BCH & COMPANY 3720 HARDY ST STE 21 HATTIESBURG, MS 39401
0120375	20.00		COLUMBIA PSYCHOLOGICAL SERVICES PA 606 ADELINE ST. 1B PETAL, MS 39465
0120376	20.00		L & L LAUNDRY 302 KATIE AVE. HATTIESBURG, MS 39401
0120377	37.50		END ZONE, LLC 2505 WEST 4TH ST. HATTIESBURG, MS 39402
0120379	20.00		ASH-LEAH MANOR 3885 VETERAN MEMERIAL DR. HATTIESBURG, MS 39403
0120380	20.00		CARTER LAW OFFICE 404 HEMPHILL STREET HATTIESBURG, MS 39401
0120381	20.00		TROPICAL POOLS & SPA LLC 6414 HWY 98 WEST STE 10 HATTIESBURG, MS 39402
0120382	20.00		HUB CITY METALS 1507 N. MAIN STREET HATTIESBURG, MS 39401
0120383	30.00	20.70	EVANS, JERRY 723 HARDY ST. HATTIESBURG, MS 39403
0120384	30.00	17.10	EVANS, JERRY 723 HARDY ST. HATTIESBURG, MS 39403
0120385	30.00	13.50	EVANS, JERRY 723 HARDY ST. HATTIESBURG, MS 39403
0120386	30.00	9.90	EVANS, JERRY 723 HARDY ST. HATTIESBURG, MS 39403
0120387	30.00	6.30	EVANS, JERRY 723 HARDY ST. HATTIESBURG, MS 39403

PRIVILEGE LICENSE MONTHLY REPORT
February 2012

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0120388	30.00		EVANS, JERRY 723 HARDY ST. HATTIESBURG, MS 39403
0120389	20.00		ACE CASH EXPRESS 959 BROADWAY DRIVE HATTIESBURG, MS 39401
0120390	30.00		AMERICAN AIR SPECIALIST OF MS 199 SULLIVAN KILRAIN RD. HATTIESBURG, MS 39403
0120391	75.00		STAR SERVICE INC OF JACKSON 507 N. ACADIAN THRUWAY (BATON ROUGE BYRAM, MS 39272
0120392	20.00		DEEP SOUTH EMBROIDERY 139 WEDGEWOOD TRACE HATTIESBURG, MS 39402
0120393	20.00		DELK'S TIRE SALES & SERVICE 906 BOUIE STREET HATTIESBURG, MS 39401
0120395	20.00		TAMMY'S HOUSE OF BEAUTY PHASE II 600 KATIE AVE. HATTIESBURG, MS 39401
0120396	20.00		TAMMY'S HOUSE OF BEAUTY 515 KATIE AVE HATTIESBURG, MS 39401
0120398	20.00		JIM COOK & KERZEE PLUMBING 250 DAUPHINE ST. HATTIESBURG, MS 39401
0120399	20.00		ADAMO ENTERPRISES/EAST HARDY TIRE 1718 EAST HARDY ST. PETAL, MS 39465



City of Hattiesburg, MS

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

Master

File Number: 2012-0604

File ID: 2012-0604

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Proof of Publications for the month of February, 2012.

Final Action:

Minute Book Number: MB2012-1/89

Title:

Acknowledge receipt of Proof of Publications for the month of February, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Proof of Pub for Feb. 2012

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0604

Title

Acknowledge receipt of Proof of Publications for the month of February, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/25/2012
1/25/2012
2/1/2012

Size: 411 words / 1.00 col. x 102.00 lines

Published: 2 time(s)

Total: \$95.42

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/1/2012.

Jennifer J. Brogdon
Notary Public

Feb. 1, 2012
Date



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 9, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 1, 2012, and ending September 30, 2012, March 31, 2013 or March 31, 2014, to-wit:

ITEM #2. BASE STABILIZATION OF CITY STREETS

ITEM #6 STORM & SANITARY DRAINAGE SUPPLIES

ITEM #8 FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES

ITEM #9 FURNISH LUMBER, PLYWOOD, HARDWOOD BOARDS AND VARIOUS BUILDING MATERIALS

ITEM #11 VEHICLE LOOP SEALANT

ITEM #12 FURNISH & INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING

ITEM #15 ACRYLIC WATERBORNE TRAFFIC MARKING PAINT

ITEM #16 UNIFORMS FOR THE HATTIESBURG POLICE DEPARTMENT

ITEM #17 UNIFORMS FOR THE HATTIESBURG FIRE DEPARTMENT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left hand corner with the word ABID® and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-713 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law, but the Council reserves the right to reject any or all bids received and to waive informalties.

PUBLISHED by Order of the Council on this, the 3rd day of January, 2012.

CITY OF HATTIESBURG
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: January 25, 2012
& February 1, 2012

0200390615-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998

CITY OF HBURG,
0200390617

NOTICE TO BIDDERS

NOTICE is here

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 9, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 1, 2012, and ending September 30, 2012, March 31, 2013 or March 31, 2014, to-wit:

ITEM #20 READY MIX CONCRETE

ITEM #21 SAND, GRAVEL, AND FILL DIRT

ITEM #22 CONCRETE AND METAL PIPE

ITEM #23 CORRUGATED HDPE DRAINAGE PIPE

ITEM #24 ROCK FOR RIP-RAP

ITEM #25 CONCRETE CURB AND GUTTER AND CONCRETE WALKS

ITEM #26 SANITARY SEWER LINE AND STORM SEWER REPAIR

ITEM #27 ASPHALT PAVEMENT REMOVAL BY COLD MILLING AND ASPHALT RESURFACING ON AN "IN PLACE" BASIS

ITEM #28 STEEL TRAFFIC SIGNAL AND EQUIPMENT POLES

ITEM #31 LABOR AND EQUIPMENT FOR INSTALLATION OF TRAFFIC POLES AND SIGNALS

ITEM #33-B UNIFORM RENTAL SERVICES FOR CITY OF HATTIESBURG HUB CITY TRANSIT BUS DRIVERS

ITEM #36 ASPHALT (HOT MIX) AND SAND ASPHALT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 38403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word **ABID** and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 3rd day of January, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Published: January 25, 2012
February 1, 2012
0200390617.03

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/25/2012

1/25/2012

2/1/2012

Size: 458 words / 1.00 col. x 112.00 lines

Published: 2 time(s)

Total: \$102.76

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/1/2012.

Jennifer J. Brogdon
Notary Public

Feb 1, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390667
TRAFFIC PICKUP TRUCK

NOTICE TO BIDDERS
NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 1/2 TON CREW CAB 4WD SHORT WHEELBASE PICKUP TRUCK FOR THE TRAFFIC DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT. The Council reserves the right to reject any or all bids received and to waive formalities. PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012
0200390667-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 294 words / 1.00 col. x 63.00 lines
Published: 2 time(s)
Total: \$69.68

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390663
RECREATION PICKUP TRUCKS

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

FOUR (4) NEW 2012 3/4 TON CREW CAB PICKUP TRUCKS FOR THE RECREATION MAINTENANCE DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R. Myers/s/

CITY CLERK

(SEAL)

Published: January 27, 2012
& February 3, 2012

0200390663-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 292 words / 1.00 col. x 63.00 lines

Published: 2 time(s)

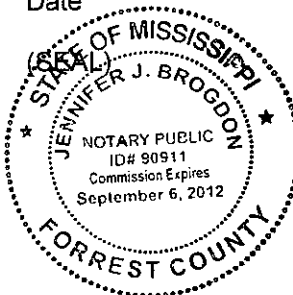
Total: \$69.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390657
CONSTRUCTION SUV

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 SPORTS UTILITY VEHICLE FOR THE CONSTRUCTION DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/
CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012

0200390657-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 274 words / 1.00 col. x 60.00 lines

Published: 2 time(s)

Total: \$65.28

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer Y. Brogdon
Notary Public

Feb. 3, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390660
CULTURAL AFFAIRS PICKUP TRUCK

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 288 words / 1.00 col. x 63.00 lines
Published: 2 time(s)
Total: \$68.36

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer Y. Brogdon
Notary Public

Feb. 3, 2012
Date



NOTICE TO BIDDERS
NOTICE is hereby giv-
en that the Mayor and
Council of the City of Hat-
tiesburg, Mississippi will re-
ceive sealed bids until
10:00 A.M., Thursday, Feb-
ruary 16, 2012, in the City
Clerk's Office in the City
Hall of said City for furnish-
ing the City's requirements
of the following items, to-
wit:

ONE (1) NEW 2012 1/2 TON
EXTENDED CAB 2WD
SHORT WHEELBASE
PICKUP TRUCK FOR THE
CULTURAL AFFAIRS DI-
VISION

The above shall be bid
upon and delivered as per
detailed specifications on
file in the Office of the City
Clerk, P. O. Box 1898, 200
Forrest Street, Hattiesburg,
Mississippi, 39403-1898,
(601) 545-4552, which may
be obtained upon request.
Each BID must be received
in a sealed envelope which
is marked in the lower left-
hand corner with the word
ABID® and the NAME OF
ITEM REFERENCED
ABOVE on which bid is be-
ing made and the DATE OF
BID RECEIPT.
The Council reserves
the right to reject any or all
bids received and to waive
informalities.
PUBLISHED by Order of
the Council on this, the 17th
day of January 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/s/

CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012
0200390660

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390661
HFD PICKUP TRUCK

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 1/2 TON EXTENDED CAB 4WD SHORT WHEELBASE PICKUP TRUCK FOR THE FIRE DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 17th day of January 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Published: January 27, 2012
& February 3, 2012

0200390661-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 294 words / 1.00 col. x 63.00 lines

Published: 2 time(s)

Total: \$69.68

Signed

Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Notary Public

Date Feb. 3, 2012



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390662
HFP SUV

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

**ONE (1) NEW 2012
SPORTS UTILITY VEHICLE FOR THE HATTIESBURG FIRE DEPARTMENT**

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39402-1898, (601) 545-4532, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012

0200390662-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 282 words / 1.00 col. x 62.00 lines

Published: 2 time(s)

Total: \$67.04

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer Y. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390655
CONSTRUCTION PICKUP TRUCK

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 3/4 TON LONG WHEEL BASE PICKUP TRUCK FOR THE CONSTRUCTION DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012

0200390655

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 292 words / 1.00 col. x 63.00 lines

Published: 2 time(s)

Total: \$69.24

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390665
TRAFFIC BUCKET TRUCK

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 BUCKET TRUCK FOR THE TRAFFIC DIVISION.

The above shall be bid upon, and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (801) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/s/

CITY CLERK

(SEAL)

Published: January 27, 2012
& February 3, 2012

0200390665-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 287 words / 1.00 col. x 61.00 lines

Published: 2 time(s)

Total: \$68.14

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public
Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390653
CEMETARY PICK UP TRUCKS

NOTICE TO BIDDERS
NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:
TWO (2) NEW 2012 1/4 TON EXTENDED CAB 2WD SHORT WHEELBASE PICKUP TRUCKS FOR THE CEMETERY DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT. The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012
0200390653-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 294 words / 1.00 col. x 64.00 lines
Published: 2 time(s)
Total: \$69.68

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390668
UD SEDAN

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids, until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 SEDAN, FULL SIZE AUTOMOBILE FOR THE URBAN DEVELOPMENT DEPARTMENT.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/

CITY CLERK

(SEAL)

Publish: January 27, 2012 & February 3, 2012

0200390668-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 290 words / 1.00 col. x 63.00 lines

Published: 2 time(s)

Total: \$68.80

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390673
WATER BACKHOE

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 287 words / 1.00 col. x 61.00 lines

Published: 2 time(s)

Total: \$68.14

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public
Feb. 3, 2012
Date



NOTICE TO BIDDERS
NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office, in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:
ONE (1) NEW 2012 BACKHOE LOADER FOR THE WATER DEPARTMENT.
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.
The Council reserves the right to reject any or all bids received and to waive informalities.
PUBLISHED by Order of the Council on this, the 17th day of January, 2012.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie R Myers/s/
CITY CLERK
(SEAL)
Publish: January 27, 2012 & February 3, 2012
0200390673-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390674
SEWER EXCAVATOR

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 MINI HYDRAULIC EXCAVATOR FOR THE SEWER DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (801) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: January 27, 2012
& February 3, 2012

0200390674-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 288 words / 1.00 col. x 62.00 lines

Published: 2 time(s)

Total: \$68.36

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390699
WATER TERM BIDS 17-28 DOC

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 461 words / 1.00 col. x 119.00 lines

Published: 2 time(s)

Total: \$207.84

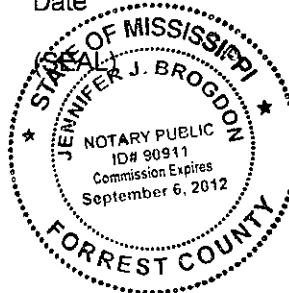
Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012

Date



NOTICE TO BIDDERS
NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 23, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 1, 2012, and ending March 31, 2014, to-wit:

ITEM #17 PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE

ITEM #18 POLYVINYL CHLORIDE (PVC) C-900-92 PRESSURE PIPE

ITEM #19 DUCTILE IRON PIPE

ITEM #20 FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR REPAIR, REPLACEMENT, OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS

ITEM #21 CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING, AND CORPORATION STOP COUPLINGS

ITEM #22 WATER VALVE BOXES

ITEM #23 LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS

ITEM #24 MECHANICAL JOINT RETAINER GLANDS WITH THRUST WEDGES 4" THROUGH 20"

ITEM #25 STAINLESS STEEL TAPPING SLEEVES FOR CAST IRON PIPE

ITEM #26 CAST/DUCTILE IRON MECHANICAL JOINT OFFSETS

ITEM #28 REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 546-4552, which may be obtained upon request. Each bid must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated, as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: 1/27/2012 & 2/3/2012

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200390704
WATER TERM BIDS 4-16 DOC

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

1/27/2012
1/27/2012
2/3/2012

Size: 469 words / 1.00 col. x 115.00 lines

Published: 2 time(s)

Total: \$109.28

Signed _____
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/3/2012.

Jennifer J. Brogdon
Notary Public

Feb. 3, 2012
Date



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 16, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning April 1, 2012, and ending September 30, 2012, or March 31, 2014, to-wit:

ITEM #4 FURNISH PIPE LINING AND RELATED SERVICES

ITEM #29 REHABILITATION OF MANHOLE INTERIOR SURFACING SYSTEMS

ITEM #3 METER YOKE/SETTER WITH CHECK VALVE AND ANGLE BALL VALVE

ITEM #4 ROUND WIDE BOTTOM PLASTIC WATER METER BOX WITH IRON RING AND LOCKING COVER

ITEM #5 DUCTILE IRON MECHANICAL JOINT GATE VALVES

ITEM #8 STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS

ITEM #11 CHLORINE GAS IN ONE (1) TON CONTAINERS

ITEM #12 CHLORINE GAS IN 150 LB CONTAINERS

ITEM #13 SODIUM FLUORASILICATE

ITEM #14 SODIUM FLUORIDE

ITEM #15 PRECAST CONCRETE MANHOLES

ITEM #16 PVC SOLID WALL PIPE SDR 26 RUBBER GASKET

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1896, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1896, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left hand corner with the word ABID#, and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated, as amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 17th day of January, 2012.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Published: 1/27/2012 & 2/3/2012

0200390704-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/1/2012

2/1/2012

Size: 613 words / 2.00 col. x 86.00 lines

Published: 1 time(s)

Total: \$78.56

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/1/2012.

Jennifer J. Burdick
Notary Public

Feb. 1, 2012
Date

(SEAL)

PASTE PROOF HERE

H12998

CITY OF HBURG,

0200391976

Notice of Intenet to Release Funds- Fede

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

February 1, 2012
City of Hattiesburg, Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898
(601) 554-1006

On or about February 10, 2012, following the comment period, the City of Hattiesburg, Department of Federal & State Programs, will submit a request to the U.S. Department of Housing and Urban Development, Mississippi State Office for the release of HOME Investment Partnership Programs Funds Under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended to undertake the following projects known as:

HOUSING REHABILITATION
Major Rehabilitation & Abatement of Lead & Asbestos--
2828 Edwards Street--\$50,000.00
Major Rehabilitation & Lead Abatement--310 North 21st Avenue--\$50,000.00
Major Rehabilitation & Abatement of Lead & Asbestos--
623 Duke Avenue--\$50,000.00

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act requirements. An Environmental Review Record (ERR) that documents the environmental determinations for these projects is on file at the City of Hattiesburg, Department of Federal & State Programs, 200 Forrest Street Hattiesburg, MS 39401 the office hours are 8:00 A.M. to 5:00 P.M.

PUBLIC COMMENTS
Any individual, group, or agency may submit written comments on the ERR to the City of Hattiesburg, Department of Federal & State Programs, Attention: Franklyn Tate, P.O. Box 1898 Hattiesburg, Mississippi 39403-1898. All comments received by 5:00 P.M., on February 9, 2012, will be considered by the City of Hattiesburg, Department of Federal & State Programs, prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATIONS
The City of Hattiesburg, Department of Federal & State Programs, certifies to HUD/Mississippi State Office that Johnny L. Dupree, in his capacity as Mayor of the City of Hattiesburg, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD/Mississippi State Office approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the City of Hattiesburg to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS
HUD/Mississippi State office will accept objections to its release of funds and the Responsible Entity's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Hattiesburg; (b) the City of Hattiesburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the project have committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58), and shall be addressed to HUD, at 100 West Capitol Street, Dr. A. H. McCoy Federal Building, Room 910, Jackson, Mississippi 39209-1096. Potential objectors should contact HUD to verify the actual last day of the objection period.

Franklyn Tate, Director of Federal & State Programs
Johnny L. Dupree, Ph.D., Mayor, City of Hattiesburg

Published: February 1, 2012

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200393144
USAY FLOODPLAIN NOTICE

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/10/2012

Size: 614 words / 1.00 col. x 152.00 lines

Published: 1 time(s)

Total: \$79.68

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/10/2012.

Jennifer J. Brogdon
Notary Public

Feb. 10, 2012
Date



PUBLIC EXPLANATION
OF A PROPOSED
ACTIVITY
IN THE 100-YEAR
FLOODPLAIN AND
WETLAND

To: All interested Agencies,
Groups and Individuals

This is to give notice that the City of Hattiesburg has conducted an evaluation as required by Executive Orders 11988 and 11990 in accordance with HUD regulations at 24 CFR 55.20 to determine the potential affect that its activity in the floodplain and wetland will have on the environment. The proposed project consists of the following:

USA Yeast Evaporator/Hattiesburg Wastewater South Lagoon Effluent Loading Reduction Project - The City of Hattiesburg for a number of years has been experiencing odors coming from the South Lagoon due to a biological oxygen demand (BOD) overloading situation. MDEQ is requiring the City to reduce its BOD discharge limits and there are future regulatory requirements for color and nutrients that the City will have to eventually comply with. In order to help address these issues USA Yeast Company (USAY) is proposing that an evaporator be installed adjacent to the USAY's baker's yeast production plant. USAY discharges approximately 800,000 gallons of effluent per day. It is dark in color and contains about 45,000 pounds/day of BOD and about 8,000 pounds/day of total suspended solids (TSS). The installation of

the evaporator will reduce the pounds of BOD by about 80%, it will remove the color and substantially reduce nutrient content in order to help the City meet its future regulatory compliance orders. The evaporator will use steam to evaporate yeast effluent from about 6% solids to 55% - 60% solids. The concentrated solids will be shipped to livestock feed companies that will use the nutrient rich concentrated to mix with other feed stocks. This makes the project a very green project by taking waste that is costly to treat and turning it into livestock feed. The total approximate cost of the project is \$8,171,250 with CDBG funds being \$5,000,000 of that total cost.

Alternatives considered: The only alternative considered was the "no action" alternative. If the City does not undertake this project the City will continue to experience problems with the South Lagoon and will not be in compliance with the discharge limits as required by MDEQ. This project is necessary and imperative to undertake immediately.

This activity will have no significant impact on the environment for the following reasons:

1. A portion of the proposed project is located in a floodplain/wetland, but there is not a practicable alternative to this location because sites properly zoned that are outside the 100 year floodplain are almost nonexistent in this part of Hattiesburg.

2. The project will provide a cost effective use of the limited resources for revitalization of the City.

3. Local ordinances enacted to participate in FEMA's flood insurance program will be complied with. By observing local sedimentation and erosion control ordinances, there should be little impact upon the floodplain/wetland areas.

Every action will be taken to minimize impacts to the floodplain/wetland. Compliance with local, state, and federal standards will be made. Planned development with adherence to floodplain/wetland conservation ordinances should in the long run, benefit the floodplain.

Written comments must be received by the City of Hattiesburg at the following address, City of Hattiesburg.

City Clerk's Office, 200 Forrest Street, Hattiesburg, MS 39401 on or before February 20, 2012.

Publish: February 10, 2012
0200393144-01

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

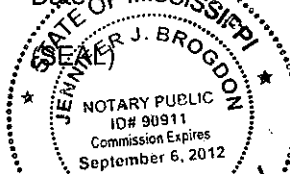
2/10/2012
2/17/2012

Size: 1,135 words / 2.00 col. x 182.00 lines
Published: 2 time(s)
Total: \$255.70

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/17/2012.

Jennifer J. Brogdon
Notary Public
Feb 17, 2012
Date



Project Timeline and Budget:
The City anticipates a 12 month process that would start on or about March 2012. This timeframe would include public review of the final draft and the public hearing process to adopt the updated LDC and Official Zoning Map. A final schedule will be mutually determined by the City and selected firm. This project is not funded in whole or in part by any federal or state grant monies. The project shall be delivered within a budget of \$150,000.00.

Submittal Requirements:
The proposals must conform to the requirements set forth in this RFP, and include as follows:
o Cover letter identifying all firms proposed for the team, including contact information, such as name, address and mailing address, email address and phone number;
o Project understanding;
o Project approach;
o Scope of Work (Important elements: Public Participation and Online Project Website);
o Proposed deliverables;
o Proposed project budget;
o Proposed timeline, not to exceed 12 months from project initiation;
o Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager; key personnel; and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Urban Development staff;
o Statement of Relevant Work/Experience.

Selection Criteria Process:
All proposals received will be reviewed by designated City staff from the Department of Urban Development and the Department of Engineering according to the selection criteria set forth in this RFP.

The following criteria will be the basis on which a consultant will be selected (in no particular order):
o Statement of Qualifications: (35 points)
o Preference will be given to consulting teams comprised of members of the American Institute of Certified Planners.

o Depth or relevant experience to successfully complete all identified plan elements. (35 points)
o Preference will be given for consultants with actual experience administering a local government land development program.
o Project Approach and Scope of Work. (30 points)
o Preference will be given for consultant teams with experience writing, interpreting, administering and enforcing land development programs in Mississippi.
o Preference will be given to firms with offices in Mississippi.

Submittal Deadline:
Interested professionals should submit five (5) copies of their proposal and one PDF version no later than 3:00 p.m., Friday, February 24, 2012 to:

Pattie Brantley, AICP, Director
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
or (physical address)
200 Forrest Street, Hattiesburg, MS 39401

Questions regarding the project should be put in writing and submitted to pbrantley@hattiesburgms.com

Pattie Brantley, AICP, Director
Dept. of Urban Development
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898

PUBLISHED by the Order of the Council on the 7th day of February, 2012.

CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie R. Myers/s/
Eddie R. Myers, City Clerk

(SEAL)

Publish: February 10, 2012, February 17, 2012

0200393169-01

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200393169
RFP PLANNING

HATTIESBURGAMERICAN.COM

Request for Proposals - Public Notice
Update Land Development Code and Official Zoning
Map (Project A)
Including Three Commercial Corridor Revitalization
Plans (Project B)

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services to revise and update the City of Hattiesburg's current Land Development Code (LDC) and Official Zoning Map and also, to provide other related services for certain commercial corridor studies.

Project A:
Land Development Code (LDC) and Official Zoning Map.
The City of Hattiesburg desires to produce development regulations that address contemporary development practices; are "user friendly" to administrators, the public, and the development community; and address needed changes to implement the vision, goals and strategies of the 2008-2028 Comprehensive Plan. Since 1989, existing land use patterns have been guided exclusively by the Euclidean form of zoning, promoting the separation of land uses and thus supporting a more automobile-dependent way of life. Minor changes have been integrated into development policies and ordinances, though major changes are still needed to support the creation of walkable, livable neighborhoods and mixed-use districts. Hattiesburg's focus is to establish clear, responsible development regulations with appropriate design criteria that will provide opportunities for innovative and creative approaches to development while supporting an economically viable and sustainable community.

Project B:
Commercial Corridor Revitalization Plans.
While all of the commercial corridors within the city are included under Project A, "Update the Land Development Code and Official Zoning Map," Project B requests "Commercial Corridor Revitalization Plans" with Market/Retail Analyses for three (3) older corridors to be included in the LDC as "special overlay/zoning districts". In order to protect the individual character and unique sets of opportunities and challenges of certain older neighborhoods and commercial districts, the plans for corridor revitalization should consider a variety of key issues, all of which determine the future of the city's neighborhoods and business districts. Key issues include, but are not limited to, analysis of existing conditions; redevelopment opportunities; character and history; implementation language and public participation.
Market/Retail Analyses, Infrastructure Enhancements and Alternative Transportation studies and plans will be provided through collaboration and partnership between the consultant team, the City Engineering Department and the University of Southern Mississippi's Department of Economic Development.

Outcome/Goal:
The intended outcome of these projects is to provide the City of Hattiesburg with land use regulations, land development tools and development incentives that reflect the planning trends in the City's Comprehensive Plan 2008-2028 (more particularly, Chapter 4: Goals and Strategies for Land Use and Development) and to promote Smart Growth principles, mixed-use districts, urban design standards, economic revitalization and/or enhancement; protect and strengthen each district's desirable and unique history, character, and identity; reduce conflicts caused by the introduction of incompatible land uses; stabilize and improve property values; promote more transportation options; and encourage safe, convenient, attractive, sustainable, healthy neighborhoods and districts.

Deliverables

The deliverables for this project are:

1. Project A - Updated Land Development Code and Official Zoning Map
2. Project B - Commercial Corridor Revitalization Plans for three (3) commercial corridors:
 - a. Hardy Street (between U.S. Highway 49 and W. Pine Street, Downtown)
 - b. Broadway Drive
 - c. West Pine Street (between U.S. Highway 49 and Intersection with Broadway Drive)
3. Digital electronic copies of all new databases, studies and documents prepared for the completion of the final project.

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

CRYSTAL HORTON

H12998
CITY OF HBURG,
0200393172
ADV. BIDS CONTRACT

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/15/2012
2/15/2012
2/22/2012

Size: 422 words / 1.00 col. x 106.00 lines
Published: 2 time(s)
Total: \$97.84

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/22/2012.

Jennifer J. Brogdon
Notary Public
Feb. 22, 2012
Date



**ADVERTISEMENT for
BIDS**

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on March 15, 2012, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

**WATER SYSTEM
REHABILITATION
IN THE
HATTIESBURG COUNTRY
CLUB AREA
CONTRACT B
CITY of HATTIESBURG,
MISSISSIPPI**

Plans, specifications and proposal forms may be obtained from Shows, Deaman & Wain, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi 39403 upon a

non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

**WATER SYSTEM
REHABILITATION
IN THE
HATTIESBURG COUNTRY
CLUB AREA
CONTRACT B
CITY of HATTIESBURG,
MISSISSIPPI**

**BID OPENING TIME:
10:00 a.m.
DATE of BID OPENING:
March 15, 2012**

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code of 1972, annotated, and amended, and other applicable state law; but the council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 7th day of February A.D. 2012
CITY of HATTIESBURG

BY: Eddie B Myers/s/
Eddie Myers, City Clerk

Published February 15, 22
2012

0200393172-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200393173
COMP SEWER IMPROVE

ADVERTISEMENT FOR
BIDS:

NOTICE is hereby given
that the City Clerk of the
City of Hattiesburg, Missis-
sippi, will receive sealed
bids until 10:00 a.m. on
March 15, 2012 in the City
Clerks Office in the City
Hall of said City for furnish-
ing the City's requirements
for the following:

COMPREHENSIVE
SEWER IMPROVEMENTS
PHASE I
HATTIESBURG,
MISSISSIPPI

Plans, Specifications and
proposal forms may be ob-
tained from Shows,
Deermen & Walls, Inc.,
P. O. Box 1711, 301 Sec-
ond Avenue, Hattiesburg,
Mississippi, 39403 upon
deposit of \$150.00, non-
refundable. All bids must be
accompanied by bid securi-
ty equal to 5% of the
amount of the bid, in the
form of a certified check,
cashiers check or a bid
bond written by a company
properly licensed in Missis-
sippi.

Each BID must be received
in a sealed envelope which
is marked in the lower left
hand corner
EXACTLY as follows:

BID:

COMPREHENSIVE
SEWER IMPROVEMENTS
PHASE I
HATTIESBURG,
MISSISSIPPI

No bid may be withdrawn
for a period of sixty (60)
days. The lowest and best
proposal received
will be accepted, subject to
the provisions of Section
31-7-13 of the Mississippi

Code of 1972
Annotated and Amended,
and other applicable State
law; but the Council re-
serves the right to
reject any or all proposals
received and to waive
informalities.

PUBLISHED by Order of
the Council on the day of
February A.D., 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/
Eddie R. Myers, City Clerk

Publish: February 15, and
February 22, 2012

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

2/15/2012
2/15/2012
2/22/2012

Size: 314 words / 1.00 col. x 81.00 lines
Published: 2 time(s)
Total: \$74.08

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/22/2012.

Jennifer J. Brogdon
Notary Public
Feb. 22, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200393421
SEWER CLEANER

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/17/2012

2/17/2012

2/24/2012

Size: 276 words / 1.00 col. x 61.00 lines

Published: 2 time(s)

Total: \$65.72

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/24/2012.

Jennifer J. Brogdon
Notary Public

Feb. 24, 2012



NOTICE TO BIDDERS NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 8, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items: to-wit: ONE (1) NEW POSITIVE DISPLACEMENT BLOWER COMBINATION SEWER CLEANER FOR THE SEWER DIVISION The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT. The Council reserves the right to reject any or all bids received and to waive informalities. PUBLISHED by Order of the Council on this, the 7th day of February 2012. CITY OF HATTIESBURG, MISSISSIPPI BY: Eddie R Myers/s/ CITY CLERK (SEAL) Publish: February 17 & 24, 2012 0200393421-01
--

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/17/2012

2/17/2012

2/24/2012

Size: 279 words / 1.00 col. x 61.00 lines

Published: 2 time(s)

Total: \$66.38

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/24/2012.

Jennifer J. Brogdon
Notary Public

Date Feb. 24, 2012



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200393422
WATER 4W DRIVE TRUCK

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 8, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 1/2 TON CREW CAB, 4WD SHORT WHEELBASE PICK UP TRUCK FOR THE WATER DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (801) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of February 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: February 17 & 24,
2012

0200393422-01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200393426
ONE NEW PORTABLE COMPRESSOR

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M. Thursday, March 8, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW PORTABLE COMPRESSOR FOR THE WATER DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of February 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: February 17 & 24,
2012

0200393426-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/17/2012

2/17/2012

2/24/2012

Size: 265 words / 1.00 col. x 58.00 lines

Published: 2 time(s)

Total: \$63.30

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/24/2012.

Jennifer J. Brogdon
Notary Public

Feb 24, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200393429
WATER SERVICE BODY TRUCK

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 8, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items, to-wit:

ONE (1) NEW 2012 ONE
(1) TON CREW CAB,
DIESEL ENGINE SHORT
WHEELBASE TRUCK
DUAL REAR TIRES AND
SERVICE BODY FOR THE
SEWER DIVISION

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1896, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1896, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID® and the NAME OF ITEM REFERENCED ABOVE on which bid is being made and the DATE OF BID RECEIPT.

The Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of February, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/

CITY CLERK

(SEAL)

Publish: February 17 & 24,
2012

0200393429-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

2/17/2012

2/17/2012

2/24/2012

Size: 280 words / 1.00 col. x 62.00 lines

Published: 2 time(s)

Total: \$66.60

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/24/2012.

Jennifer J. Brogdon
Notary Public

Feb. 24, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394030
TECHPOLICY MTGS. PUBLIC NOTICE

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/19/2012
2/19/2012

Size: 172 words / 1.00 col. x 47.00 lines
Published: 1 time(s)
Total: \$25.64

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/19/2012.

Jennifer Y. Brogdon
Notary Public

Feb. 19, 2012
Date



PUBLIC NOTICE
The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Technical Committee will meet in session as follows:
Hattiesburg Intermodal Train Depot
308 Newman St
Hattiesburg, MS 39401
Wednesday, February 22, 2012
10:00 a.m.
Copies of the tentative agenda may be picked up at the City of Hattiesburg City Clerk's Office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg or at the Hattiesburg Intermodal Facility (Train Depot) located at 308 Newman St. This public notice will serve to fulfill the public participation requirements under FTA Section 5307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system.
The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disabilities Act will make reasonable modification for access to its meetings upon request. Please contact Cheryl 801-545-4670 to make arrangements for transportation.
Publish: February 19, 2012
0200394030.01

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394210
PUBLIC NOTICE SARAH NEWTON NEW
TOWN

PUBLIC HEARING

NOTICE is hereby given that a petition filed and represented by Sarah Newton, New Town Development, LLC, on behalf of Martha Barron Polk, owner, with the Mayor and Council of the City of Hattiesburg, Mississippi, to change and amend the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, to vary from Article 5, Section 89.03, which states that parking facilities for residential, commercial and industrial uses shall have an all-weather hard surface, to be properly drained to prevent ponding and shall be maintained free of trash and rubbish, and instead allow crushed limestone surface parking, for certain, for a certain property located at 309 McLeod Street (business Parcel 35-636-2-18, PPIN 21832, Ward 4), and offsite parking at 302-304 and 306 McLeod Street (business Parcel 35-636-9-2, PPIN 21870, Ward 4), said property being more particularly described as follows, to-wit:

309 McLeod Street: 50 FT
OFF S END 79-80-81 & 82
BLK 166

Parking Lot: LTS 48-49 &
50 BLK 173

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing, all parties of interest and citizens shall have an opportunity to be heard.

WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D. 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: February 19, 2012
0200394210-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/19/2012

2/19/2012

2/19/2012

Size: 315 words / 1.00 col. x 77.00 lines

Published: 1 time(s)

Total: \$43.05

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 2/19/2012.

Jennifer J. Brogdon
Notary Public

Feb. 19, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394285
SECTION 59 B-2

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed and represented by City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to amend the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, as follows:

Amend Article 4,
SECTION 59 B-2
NEIGHBORHOOD
BUSINESS DISTRICT
59.03 Uses Permitted on
Review by the Planning
Commission:
4. Restaurants

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.
WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D. 2012.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/
CITY CLERK

(SEAL)

Publish: February 19, 2012
0200394285-01

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/19/2012

2/19/2012

Size: 206 words / 1.00 col. x 51.00 lines

Published: 1 time(s)

Total: \$29.72

Signed

Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 2/19/2012.

Jerry J. Brogdon
Notary Public

Feb. 19, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394287
B-5 REGIONAL DIGITAL BILLBOARD

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/19/2012

Size: 504 words / 1.00 col. x 117.00 lines

Published: 1 time(s)

Total: \$63.48

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/19/2012.

Jennifer J. Brogdon
Notary Public

Feb 19, 2012
Date of Mississippi



PUBLIC HEARING
NOTICE is hereby given that a petition has been filed and represented by Keri Galey on behalf of Brown Bottling Group, owners, with the Mayor and Council of the City of Hattiesburg, Mississippi, as allowed in the Comprehensive Zoning Ordinance No. 2930, as amended, of the City of Hattiesburg, Mississippi, to allow a Use Permit Upon Review for a "digital billboard" in a B-5 (Regional Business) District, and to vary from Section 95.10 (3.1) (3E-4) which states that the spacing between Digital Billboards and Static Billboards in a Regional Business Corridor shall be a minimum of 1,000 linear feet measured radially for Billboard-Digital New, and instead allow a distance of six hundred and twenty-five feet (625'), for a variance of three hundred and seventy-five feet (375'), for certain property located at 6817 U. S. Highway 49 (Parcel 53-1064-37, PPIN 27588, Ward 1), said property being more particularly described as follows: to-wit: A part of the Southwest 1/4 of the Southeast 1/4 of Section 25, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as: Commencing at the Southeast Corner of the said Southwest 1/4 of the Southeast 1/4, thence run N00°17'24"E along the said East Line of the said Southwest 1/4 of the Southeast 1/4 for 405.22 feet to a Point on the Southwestern Right of Way Line of U.S. Highway No. 49, thence run N35°50'30"W along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 900.00 feet to the Point of Beginning (POB); thence run S53°55'00"W for 470.00 feet, thence run N35°50'30"W for 259.09 feet, thence run N22°05'10"E for 254.95 feet to the North Line of the said Southwest 1/4 of the Southeast 1/4, thence run S89°30'20"E along the said North Line of the Southwest 1/4 of the Southeast 1/4 for 292.65 feet to the Southwestern Right of Way Line of U.S. Highway No. 49 for 195.08 feet, thence run N54°48'35"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 24.78 feet, thence run S35°50'30"E along the said Southwestern Right of Way Line of U.S. Highway No. 49 for 23.86 feet to the Point of Beginning (POB), comprising 3.27 Acres, more or less.

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jack-Bole Sherill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing all parties of interest and citizens shall have an opportunity to be heard.
WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D. 2012.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers /s/ CITY CLERK
(SEAL)
Publish: February 19, 2012
0200394287

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200394288
DEFINITION AND AMEND ARTICLE 4

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/19/2012

Size: 203 words / 1.00 col. x 51.00 lines

Published: 1 time(s)

Total: \$27.36

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/19/2012.

Jennifer Y. Brogdon
Notary Public

Feb. 19, 2012
Date



PUBLIC HEARING
NOTICE is hereby given that a petition has been filed and represented by City of Hattiesburg, with the Mayor and Council of the City of Hattiesburg, Mississippi, to amend the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, as follows:

Amend Article 1, Section 5 to add Definition and Amend Article 4, Sections 60.03 (8) and 62.02 (69) to provide for:
Psychic/Fortune-Telling Business or Psychic Reading Business

A PUBLIC HEARING in relation to the above described petition will be held at 1:00 p.m., Wednesday, March 7, 2012, in the Jackie Dole Sherrill Community Center, First Floor, Hattiesburg, Mississippi, before the Planning Commission of said City, at which time and at which hearing, all parties of interest and citizens shall have an opportunity to be heard.
WITNESS my signature and the official seal of said City on this, the 15th day of February, A.D. 2012.
CITY OF HATTIESBURG, MISSISSIPPI
BY: Eddie Myers /s/ CITY CLERK
(SEAL)
Publish: February 19, 2012
0200394288-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

CRYSTAL HORTON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

2/24/2012

Size: 1.010 words / 3.00 col. x 103.00 lines

Published: 1 time(s)

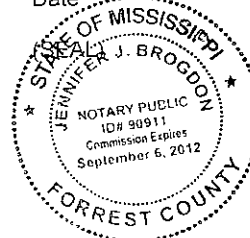
Total: \$127.20

Signed Crystal Horton
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 2/24/2012.

Jennifer J. Brogdon
Notary Public

Feb 24, 2012
Date



PASTE PROOF HERE

H12998

CITY OF HBURG,

0200394533

HBURG FONSI-RROF NOTICE USAY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COMBINED NOTICE
NOTICE OF NO SIGNIFICANT IMPACT

AND

NOTICE TO PUBLIC OF
REQUEST FOR RELEASE OF FUNDS

February 24, 2012

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39533
601-545-4501

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Hattiesburg.

REQUEST FOR RELEASE OF FUNDS

On or about Monday, March 12, 2012, The City of Hattiesburg will request the Mississippi Development Authority to release funds under Title I of the Housing and Community Development Act of 1974, amended, for the following project:

USA Yeast Evaporator/Hattiesburg Wastewater South Lagoon Effluent Loading Reduction Project - The City of Hattiesburg for a number of years has been experiencing odors coming from the South Lagoon due to a biological oxygen demand (BOD) overloading situation. MDEQ is requiring the City to reduce its BOD discharge limits and there are future regulatory requirements for color and nutrients that the City will have to eventually comply with. In order to help address these issues USA Yeast Company (USAY) is proposing that an evaporator be installed adjacent to the USAY's baker's yeast production plant. USAY discharges approximately 800,000 gallons of effluent per day. It is dark in color and contains about 45,000 pounds/day of BOD and about 8,000 pounds/day of total suspended solids (TSS). The installation of the evaporator will reduce the pounds of BOD by about 60%, it will remove the color and substantially reduce nutrient content in order to help the City meet its future regulatory compliance orders. The evaporator will use steam to evaporate yeast effluent from about 6% solids to 55% - 60% solids. The concentrated solids will be shipped to livestock feed companies that will use the nutrient rich concentrate to mix with other feed stocks. This makes the project a very green project by taking waste that is costly to treat and turning it into livestock feed. The total approximate cost of the project is \$8,171,250 with CDBG funds being \$5,000,000 of that total cost.

FINDING OF NO SIGNIFICANT IMPACT

It has been determined that such request for release of funds will not constitute an action that will significantly affect the quality of human environment and accordingly the above named City had decided not to prepare an Environmental Impact Statement under the National Environmental Policy Act (NEPA) of 1969 (PL 91-190).

The reasons for such decision not to prepare such a statement are as follows: The proposed activities will have no adverse effect on the environment and the project will benefit the area residents by aiding in economic and development in the area.

An Environmental Review Record (ERR) respecting the within project has been completed by The City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39403, which documents the environmental review of the project and fully sets forth why such statement is not required. The Environmental Review Record is on file at the address listed above and is available for public examination and copying between the hours of 8:00 a.m. and 5:00 p.m.

No further environmental review of such project is proposed to be conducted prior to the request for release of federal funds.

PUBLIC COMMENTS OF FINDINGS

All interested agencies, groups, and persons disagreeing with this decision are invited to submit written comments for consideration by March 12, 2012 to The City of Hattiesburg, 200 Forrest Street, Hattiesburg MS 39403. Such written comments so received will be considered by the City and the City will not request the release of funds or take administrative action on the within named project prior to the date specified in the preceding sentence.

RELEASE OF FUNDS

The City of Hattiesburg will undertake the projects described above with the grant funds from the Community Development Block Grant Program. The City is certifying to the State that the City Council and Johnny DuFree in his capacity as Mayor consent to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to the environmental reviews, and these responsibilities have been satisfied under the National Environmental Policy Act of 1969, as amended.

OBJECTION TO STATE RELEASE OF FUNDS

The State will accept an objection to its approval only if it is one of the bases (a) the certification was not executed by the Certifying Officer of the City of Hattiesburg, (b) the City has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58, (c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds; (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures in 24CFR Part 58 and may be addressed to Ms. Tina Hines, Mississippi Development Authority, Post Office Box 849, Jackson, MS 39205-0849.

Objections to the release of funds on the basis other than those referenced above will not be considered by the State. Potential objectors should contact the Mississippi Development Authority to verify the actual last day of the objection period.

Johnny DuFree, Mayor

Publish: February 24, 2012

0200394533-01



City of Hattiesburg, MS

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

Master

File Number: 2012-0610

File ID: 2012-0610

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB 2012-1/89

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0610

Title

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

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: March 13, 2012

The following request for payment is being submitted for approval during the City Council's March 20, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Endom Trailer
Activity:	Rehabilitation
Program:	CDBG
Project Site:	620 Poplar Row Alley
Amount Requested:	\$100.00
Purpose of Request:	Container Storage Rental
Work Provided by:	Endom Trailer

Recipient:	Housing Alternatives in Hattiesburg, Inc.
Activity:	Emergency Repair
Program:	CDBG
Project Site:	811 Bowling St.
Amount Requested:	\$120.00
Purpose of Request:	Draw #1 (incorrect amount requested 3/6/12)
Work Provided by:	Smith's Remodeling

P.O. DRAWER 10
ELLISVILLE, MS 39437
PHONE: (800) 530-7348

Date	Invoice #
2/27/2012	R40877

Bill To	545-4650
CITY OF HATTIESBURG	
P.O. BOX 1898	
HATTIESBURG, MS 39403-1898	

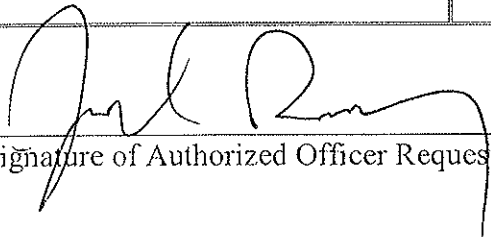
PO Number	Terms
ANDREW ELLARD	Net 10

Item	Description	Quantity	Rate	Amount
EC-456	40' Container, Storage, PO: ANDREW ELLARD, 2/1/12 - 2/29/12	1	100.00	100.00

Subtotal	\$100.00
Sales or Use Tax (0.00%)	\$0.00
Total	\$100.00

REQUEST FOR FUNDS

(1) Recipient/Organization's Name & Address: Housing Alternatives in Hattiesburg P.O. Box 1030 Hattiesburg, MS 39403-1030 Telephone Number: <u>601-544-9140</u>	(2) Project Address(es): 811 Bowling St.	(3) Request No. 1 (4) Work Performed: Exterior and Interior Repairs (5) Amount Requested: \$ 9,120.00
(6) Project Period From: Feb. 1, 2012 To: Feb. 29, 2012	(7) Check Made Payable to: Housing Alternatives in Hattiesburg, INC.	(8) Prepared By: <u>Joel Downey</u> Date Prepared <u>2-27-12</u>


Signature of Authorized Officer Requesting Funds

2/27/12
Date

Joel Downey, Housing Specialist
Type Name and Title of Authorized Officer

Signature of City Official Approving Disbursement

Date

Franklyn Tate, Director
Type Name and Title of City Official

*only \$9,000.00 was
paid on 3/8/12
as a result of an
oversight. Requesting
remaining \$ 120.00.
3/13/2012
AE*

REQUEST FOR FUNDS SUPPORT SHEET

Recipient's Name Housing Alternatives in Hattiesburg, INC. Contract Date: 2-1-12

Request Number 1

Total Amount Requested ** \$9,120.00

Funds requested are for construction costs and other eligible costs associated with the following ~~CDDO~~ activity(ies):

Emergency Repair

1) Smith's Remodeling \$9,120.00

2) *811 Bowling St.* \$

3) \$

4) \$

5) \$

6) \$

7) \$

Total of Attached Documentation \$9,120.00

Less Amount in Excess of Contract Award \$0.00

****Total Amount Requested for this Draw \$9,120.00**

TOTAL REQUESTED TO DATE \$ 9,120.00

Period of Project(s) Start to Completion 2-1-12 to 2-29-12

Other: _____

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone: (601) 408-3588

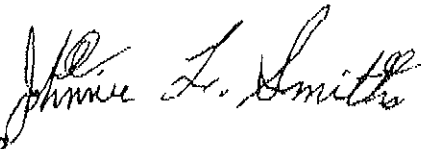
Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Mrs. Lang
611 Bowling St.
Hattiesburg, MS 39401

Request: 1st draw for work done according to work write-up.
For nailing pop-ups on roof; painting front and faclal; repairing floors in bathroom
and utility room. Also, for changing out faucets, building new steps and replacing
broken windowpanes; installation of new flooring and sub-floors.

\$9120.00

Total amount of invoice: \$9120.00

Signature: 

Date: 2-27-12



City of Hattiesburg, MS

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

Master

File Number: 2012-0612

File ID: 2012-0612

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 03/13/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB 2012-1/89

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012					

Text of Legislative File 2012-0612

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: March 13, 2012

The following request for payment is being submitted for approval during the City Council's March 20, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Norris Construction
Activity:	Rehabilitation
Program:	HOME
Project Site:	10 Annie Christie
Amount Requested:	\$14,225.00
Purpose of Request:	Draw # 1 (final)
Work Provided by:	Norris Construction

Recipient:	J & J Construction
Activity:	Reconstruction
Program:	HOME (\$5,140) & Salvation Army (\$19,860)
Project Site:	605 Short 5 th to 543 Miller
Amount Requested:	\$25,000.00
Purpose of Request:	Draw # 1
Work Provided by:	J & J Construction

NORRIS CONSTRUCTION CO., INC. 57 CARTER DRIVE SEMINARY, MS. 39479 PHONE: (601)722-4431 or FAX: (601)722-

City of Hattiesburg
Randy Jordan
George Perry Home Renovation
10 Annie Christie
Hattiesburg, Ms. 39401

Invoice #76

Description				Total
CLEAN UP AND RESTORATION				\$13,950.00
CHANGE ORDER				\$275.00
TOTAL AMOUNT DUE:				\$14,225.00

INVOICE FOR PAYMENT

J&J Construction

5143 Lincoln Rd Ext. Ste 2
Hattiesburg, MS 39402

Invoice

Date	Invoice #
3/12/2012	126

Bill To
City of Hattiesburg Accounting Dept P.O.Box 1898 Hattiesburg, Ms 39403-1898

P.O. No.	Terms	Project
543 Miller St.	Due on receipt	

Quantity	Description	Rate	Amount
	543 Miller St. New Construction 1st Draw: 25,000.00 Poured footings and carport slab. Layed blocks and bricks and filled with cement. Added termite sheilds and 5/8 anchor bolts. Installed 2x8 seal around entire perimeter of house and through the center of house Raised foundation floor is complete House is framed	25,000.00	25,000.00
Thank you for your business.		Total	\$25,000.00





City of Hattiesburg, MS

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

Master

File Number: 2012-0605

File ID: 2012-0605

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 03/12/2012

Brief Title: Claims DOcket

Final Action: 03/20/2012

Minute Book Number: MB 2012-1/89

Title:

Approve Claims Docket for the period ending March 16, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 3.16.12, ADDENDUM 3.20.2012

Enactment Number:

Contact:

Meeting Date: 03/20/2012

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/20/2012	Approve				Pass
Action Text: A MOTION was made by Vice President Ware and seconded by Council Member Naylor to Approve Routine Agenda Item VII.-21, the Claims Docket for the period ending March 16, 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Ware and Naylor							
Nays: 0							
Yea: 5 President Bradley Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-0605

Title

Approve Claims Docket for the period ending March 16, 2012.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HARRISBURG
DOCKET OF CLAIMS
PERIOD ENDING MARCH 16, 2012

Page 1
Date - 03/14/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A I REALTY (REFUND)	PRIVILEGE TA	02012321	11004111	PRIVILEGE TAX REFUND	03/16/12	221850	2.40-
Sum							
A I REALTY (REFUND)							2.40-
ADVANCE AUTO PARTS							
00001 ADVANCE AUTO PARTS	560420607481	00121554	11003900	REPR PTS U#16966 INFO SYS	03/16/12	221855	4.95-
00001 ADVANCE AUTO PARTS	560420436762	00121582	11003903	REPR PTS POLICE STOCK	03/16/12	221855	386.25-
00001 ADVANCE AUTO PARTS	560420527441	00121818	11003953	REPR PTS U#14405 SANIT	03/16/12	221855	15.07-
00001 ADVANCE AUTO PARTS	560420537443	00121848	11004093	REPR PTS POLICE STOCK	03/16/12	221855	20.93-
00001 ADVANCE AUTO PARTS	560420597474	00122075	11004094	REPR PTS U#16641 POLICE	03/16/12	221855	593.46-
00001 ADVANCE AUTO PARTS	560420607481	00122084	11004095	REPR PTS POLICE STOCK	03/16/12	221855	27.92-
Sum							
ADVANCE AUTO PARTS							1,048.58-
ADVANCED JANITORIAL SERV							
00001 ADVANCED JANITORIAL SERV	20071 CITY H	00122071	11003723	SERVS 2/12 CITY HALL	03/16/12	221856	1,925.00-
00001 ADVANCED JANITORIAL SERV	20071 TRAFFI	00122071	11003724	SERVS 2/12 TRAFFIC OFFICE	03/16/12	221856	250.00-
Sum							
ADVANCED JANITORIAL SERV							2,175.00-
AFFORDABLE EMERGENCY LIG							
00001 AFFORDABLE EMERGENCY LIG	1006	00122190	11003912	REPRS U#16754 POLICE	03/16/12	221857	165.00-
00001 AFFORDABLE EMERGENCY LIG	1007	00122324	11004071	LIGHT REPR U#15967 POLICE	03/16/12	221857	375.00-
Sum							
AFFORDABLE EMERGENCY LIG							540.00-
AIR CONDITIONING PARTS &							
00001 AIR CONDITIONING PARTS &	26640	00121938	11004078	A/C & HEAT UNIT PTS #6 FIRE	03/16/12	221858	1,474.46-
Sum							
AIR CONDITIONING PARTS &							1,474.46-
ALBRITTON CHAIN SAW & L							
00001 ALBRITTON CHAIN SAW & L	18339	00122318	11004138	CHAINS,BARS-STREET DEPT	03/16/12	221859	95.15-
Sum							
ALBRITTON CHAIN SAW & L							95.15-
AMERICAN CONCRETE PRODUC							
00001 AMERICAN CONCRETE PRODUC	53914	00121963	11003781	BLOCKS-GENERATOR WALL-DEPOT	03/16/12	221860	868.50-
Sum							
AMERICAN CONCRETE PRODUC							868.50-
AMERICAN PLANNING ASSN (							
00001 AMERICAN PLANNING ASSN (	MBRSH DUES-	00122477	11004178	MBRSH DUES-CARR	03/16/12	221861	225.00-
Sum							
AMERICAN PLANNING ASSN (							225.00-
AMERICAN PLANNING ASSN (							
00001 AMERICAN PLANNING ASSN (	110456-11116	00121716	11003725	APA MBRSH FEES 4/12-3/13	03/16/12	221862	225.00-
Sum							
AMERICAN PLANNING ASSN (							225.00-
ANDERSON RETAIL INC							
00001 ANDERSON RETAIL INC	79241	00121855	11003779	FLOOR VINYL-TRAFFIC RESTROOMS	03/16/12	221863	210.88-
00001 ANDERSON RETAIL INC	79283	00119564	11003931	INSTALL CARPET PUBLIC WORKS	03/16/12	221863	621.13-
Sum							
ANDERSON RETAIL INC							832.01-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MARCH 16, 2012

Page 2
Date - 03/14/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							832.01-
00001 ARNOLD LINE WATER ASSN I	2145	2/23/12	00020126	11003827 SERV 1/27-2/24/12 #8 FIRE STA	03/16/12	221866	19.00-
Sum							19.00-
ARNOLD LINE WATER ASSN I							
00001 ASH MILLWORKS	31466		00121994	11003932 CABINET MATLS PUBLIC WORKS	03/16/12	221867	1,283.72-
Sum							1,283.72-
ASH MILLWORKS							
00001 AT&T	601M23905500	00020126	11003996	VEHICLE LOCATOR 3/12 POLICE	03/16/12	221868	202.00-
Sum							202.00-
AT&T							
00001 AT&T MOBILITY	990870505X03	00122409	11004129	AIR CARD 1/28-2/27 DUPREE	03/16/12	221869	42.18-
Sum							42.18-
AT&T MOBILITY							
00001 AURORA MEDIA GROUP	20120201		00121952	11003702 FLYERS/BLACK HIST CELEBRATION	03/01/12	15501	200.00-
Sum							200.00-
AURORA MEDIA GROUP							
00001 AUTO ARMATURE SERVICE IN 2352			00121913	11003765 BATTERY U#11058 LAND CODE	03/16/12	221871	99.95-
00001 AUTO ARMATURE SERVICE IN 2351			00121913	11003766 BATTERY U#15142 HEALTH	03/16/12	221871	113.95-
00001 AUTO ARMATURE SERVICE IN 2331			00122168	11003864 MOTOR-AIRPORT MAINT	03/16/12	221871	169.95-
00001 AUTO ARMATURE SERVICE IN 2282			00122110	11003919 BATTERY U#9569 LAND CODE	03/16/12	221871	106.95-
00001 AUTO ARMATURE SERVICE IN 2285			00122189	11004060 BATTERIES VARI AIRPORT UNITS	03/16/12	221871	154.85-
00001 AUTO ARMATURE SERVICE IN 2563			00122268	11004065 ALTERNATOR U#16664 POLICE	03/16/12	221871	140.00-
00001 AUTO ARMATURE SERVICE IN 2564			00122268	11004066 BATTERY U#15781 POLICE	03/16/12	221871	113.95-
00001 AUTO ARMATURE SERVICE IN 2514			00122270	11004067 BATTERY U#17117 POLICE	03/16/12	221871	90.95-
00001 AUTO ARMATURE SERVICE IN 2512			00122343	11004159 BATTERY U#12956 STREET	03/16/12	221871	118.95-
00001 AUTO ARMATURE SERVICE IN 2513			00122343	11004160 BATTERY U#13175 HEALTH	03/16/12	221871	113.95-
00001 AUTO ARMATURE SERVICE IN 2515			00122353	11004161 BATTERY U#17876 HEALTH	03/16/12	221871	95.95-
00001 AUTO ARMATURE SERVICE IN 2515			00122353	11004162 BATTERIES U#12956 STREET	03/16/12	221871	237.90-
Sum							237.90-
AUTO ARMATURE SERVICE IN							
00001 AUTO TRIM	5503		00122073	11003743 TINT WINDOWS 3 NEW POL UNITS	03/16/12	221872	360.00-
00001 AUTO TRIM	5523		00122073	11003744 TINT WINDOWS 4 NEW POL UNITS	03/16/12	221872	480.00-
00001 AUTO TRIM	5484		00121160	11003808 GRAPHICS 3 NEW POLICE UNITS	03/16/12	221872	2,325.00-
00001 AUTO TRIM	5490		00121160	11003809 GRAPHICS 3 NEW POLICE UNITS	03/16/12	221872	2,325.00-
00001 AUTO TRIM	5491		00121160	11003810 GRAPHICS 1 NEW POLICE UNIT	03/16/12	221872	775.00-
00001 AUTO TRIM	5495		00121160	11003811 GRAPHICS 3 NEW POLICE UNITS	03/16/12	221872	2,325.00-
00001 AUTO TRIM	5496		00121160	11003812 GRAPHICS 2 NEW POLICE UNITS	03/16/12	221872	1,550.00-
00001 AUTO TRIM	5501		00121160	11003813 GRAPHICS 3 NEW POLICE UNITS	03/16/12	221872	2,325.00-
00001 AUTO TRIM	5522		00121160	11003814 GRAPHICS 4 NEW POLICE UNITS	03/16/12	221872	3,100.00-
Sum							15,565.00-
AUTO TRIM							
00001 AUTOMOTIVE GLASS SPECIAL I136857			00122074	11003881 ROCK CHIP REPR U#16755 POLICE	03/16/12	221873	65.00-

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00001 AUTOMOTIVE GLASS SPECIAL Sum	1136865	00121787	11003889	WINDSHIELD U#9569 LAND CODE	03/16/12	221873	225.00-
AUTOMOTIVE GLASS SPECIAL							
00001 B I SERVICES OUTLET (REF Sum					03/16/12	221874	12.50-
B I SERVICES OUTLET (REF							
00001 B P CONSTRUCTION LLC Sum	7	00122024	11004168	SERVS JAMES ST BRIDGE PROJECT	03/16/12	221875	45,500.00-
B P CONSTRUCTION LLC							
00001 BANCORPSOUTH EQUIPMENT F Sum					03/01/12	15513	34,542.83-
BANCORPSOUTH EQUIPMENT F							
00001 BASS PECAN CO Sum	SO-200924	00122006	11003849	PECAN TREES DARBY ST PROJECT	03/16/12	221879	170.00-
BASS PECAN CO							
00001 BEAVER INDUSTRIES INC Sum	8613	00122077	11003879	JANIT SUPP POLICE DEPT	03/16/12	221882	129.00-
BEAVER INDUSTRIES INC							
00001 BENNETT'S LOCK & KEY SHO 00001 BENNETT'S LOCK & KEY SHO Sum	61248 61274	00121240 00121240	11003869 11003870	LOCKS/KEYS 2/12 POLICE DEPT LOCKS/KEYS 2/12 POLICE DEPT	03/16/12 03/16/12	221883 221883	7.50- 6.62-
BENNETT'S LOCK & KEY SHO							
00001 BLACK ENTERPRISE Sum	27524586 6/1	00122182	11003839	SUBSCRIPT RNWL DUPREE M/ADM	03/16/12	221888	24.95-
BLACK ENTERPRISE							
00001 BLOSSMAN GAS INC Sum	PO#122021 2/	00122021	11003821	PROPANE U#1302 STREET	03/16/12	221889	75.00-
BLOSSMAN GAS INC							
00001 BOBBY'S MUFFLER & BRAKE Sum	78417	00121996	11003927	REPRS U#10060 LAND CODE	03/16/12	221890	94.95-
BOBBY'S MUFFLER & BRAKE							
00001 BODY TECH INC Sum	4325	00121815	11003745	WRECK REPR U#17579 POLICE	03/16/12	221891	2,207.40-
BODY TECH INC							
00001 BOLTON, FRAZIER Sum	TRAV ADVANCE	00122438	11004133	TRAV ADV-MACP CONF BILOXI	03/16/12	221892	509.00-
BOLTON, FRAZIER							

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BOLTON, FRAZIER Sum							
00001 BOLTON, WALLACE	DAMAGE CLAIM	00122408	11004132	MISSING ITEMS REIMB 2/27/10	03/16/12	221893	300.00-
BOLTON, WALLACE Sum							
00001 BOURNE BROTHERS PRINTING	43652	00121879	11003901	ID CARD PAPER POLICE DEPT	03/16/12	221895	36.00-
00001 BOURNE BROTHERS PRINTING	43743	00122191	11004049	RUBBER STAMPS RECORDS DIV	03/16/12	221895	144.65-
BOURNE BROTHERS PRINTING Sum							
00001 BRANTLEY, PATRICIA G	TRAV ADVANCE	00122101	11003715	TRAV ADV-APA CONF-CALIFORNIA	03/16/12	221898	1,336.00-
00001 BRANTLEY, PATRICIA G	APA CONF REG	00122100	11003718	REIMB APA CONF REG 4/11-17/12	03/16/12	221899	645.00-
BRANTLEY, PATRICIA G Sum							
00001 BROADWAY DRIVE TIRE	082299	00121553	11003904	TIRES POLICE STOCK	03/16/12	221901	585.84-
00001 BROADWAY DRIVE TIRE	082312	00121553	11003905	TIRES POLICE STOCK	03/16/12	221901	585.84-
00001 BROADWAY DRIVE TIRE	082297	00121553	11003906	TIRES POLICE STOCK	03/16/12	221901	523.40-
00001 BROADWAY DRIVE TIRE	082234	00121438	11003933	TIRES U#16239 STREET	03/16/12	221901	286.14-
00001 BROADWAY DRIVE TIRE	082364	00121735	11003949	TIRES U#11469 CONSTR	03/16/12	221901	394.24-
00001 BROADWAY DRIVE TIRE	082328	00121735	11003950	TIRES U#13062 SANIT	03/16/12	221901	197.12-
00001 BROADWAY DRIVE TIRE	082315	00121795	11003954	TIRES U#8669 SANIT	03/16/12	221901	476.52-
00001 BROADWAY DRIVE TIRE	082465	00121915	11004163	TIRES U#12023 STREET	03/16/12	221901	488.20-
BROADWAY DRIVE TIRE Sum							
00001 C D W GOVERNMENT	F677813	00121417	11003801	ANTI-VIRUS SERVER-INFO TECH	03/16/12	221906	502.57-
00001 C D W GOVERNMENT	G043628	00121417	11003802	ANTI-VIRUS SERVER-INFO TECH	03/16/12	221906	1,950.00-
00001 C D W GOVERNMENT	G286492	00121417	11003803	ANTI-VIRUS SERVER-INFO TECH	03/16/12	221906	200.00-
C D W GOVERNMENT Sum							
00001 CARQUEST AUTO PARTS STOR	2099-147531	00122026	11003740	LIGHT BULBS-MOBILE CMAND POST	03/16/12	221909	116.20-
CARQUEST AUTO PARTS STOR Sum							
00001 CARQUEST AUTO PARTS-WEST	2491-110592	00121956	11003787	PTS/SUPP CEM/FORESTRY SHOP	03/16/12	221910	45.37-
00001 CARQUEST AUTO PARTS-WEST	2491-110977	00122212	11004104	SHOP SUPPLIES CEMETERY	03/16/12	221910	50.12-
CARQUEST AUTO PARTS-WEST Sum							
00001 CARROT TOP INDUSTRIES IN	C11207567	00122199	11004097	VARI FLAGS FIRE DEPT	03/16/12	221911	392.50-
CARROT TOP INDUSTRIES IN Sum							
00001 CARTER, CHARLES	02/21/12	00121849	11003701	SOUND SYS/ENTERTAINMENT	03/01/12	15500	300.00-

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CARTER, CHARLES Sum							300.00-
00001 CERTIFIED LABORATORIES	651176	00122004	11003891	VEHICLE MAINT SUPP-STREET	03/16/12	221913	2,328.80-
00001 CERTIFIED LABORATORIES	659080	00122235	11004102	CHEMICALS PUBLIC WORKS	03/16/12	221913	948.75-
CERTIFIED LABORATORIES Sum							3,277.55-
00001 CHAIN ELECTRIC COMPANY	18864	00121172	11003800	CUT HOLE/WALL-POLICE-INTERNET	03/16/12	221914	200.00-
CHAIN ELECTRIC COMPANY Sum							200.00-
00001 CITY OF HATTIESBURG FUND	03/07/12	02012313	11003965	TRF IST 03/12 PAYROLL	03/07/12	15520	821,896.49-
CITY OF HATTIESBURG FUND Sum							821,896.49-
00001 CLINESIGNS	1434	00122208	11003911	SIGN-POLICE D/T SUB-STA	03/16/12	221921	81.00-
CLINESIGNS Sum							81.00-
00001 CNU (CONGRESS/NEW URBANI	REG-KUYRKEND	00122412	11004141	REG-KUYRKENDALL MEET FLORIDA	03/16/12	221922	255.00-
CNU (CONGRESS/NEW URBANI Sum							255.00-
00001 COBURN'S SUPPLY CO INC	603478547	CR	00121951	11004063 BAL STMT	03/16/12	221925	30.00
COBURN'S SUPPLY CO INC Sum							30.00
00001 COMCAST CABLEVISION OF H	095776168240	00122047	11003722	INTERNET 3/12 #1 FIRE STA	03/16/12	221929	52.95-
00001 COMCAST CABLEVISION OF H	095777340100	00122443	11004143	INTERNET 2/13-3/27 AIRPORT	03/16/12	221929	72.55-
COMCAST CABLEVISION OF H Sum							125.50-
00001 COMMERCIAL STATIONERY CO	325172-0	00121450	11003899	OFFICE SUPP CITY COUNCIL	03/16/12	221930	93.47-
00001 COMMERCIAL STATIONERY CO	326573-0	00122328	11004088	OFFICE SUPP MUN CLERK	03/16/12	221930	116.59-
COMMERCIAL STATIONERY CO Sum							210.06-
00001 COMSOUTH	164551	00122147	11003977	RADIO BATTERY-CEMETERY	03/16/12	221931	99.00-
00001 COMSOUTH	164538	00122456	11004154	RADIO BATT-FARVE-LAND CODE	03/16/12	221931	99.00-
COMSOUTH Sum							198.00-
00001 COURTESY MOTORS INC	375761	00121242	11003842	REPR PTS U#11037 POLICE	03/16/12	221933	562.69-
00001 COURTESY MOTORS INC	377461	00122076	11003843	REPR PTS U#17315 POLICE	03/16/12	221933	226.05-
00001 COURTESY MOTORS INC	377496	00122192	11003880	REPR PTS U#15150 POLICE	03/16/12	221933	125.43-

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COURTESY MOTORS INC							
Sum							914.17-
00001 CVS PHARMACY (BAD CK & R			02012321	11004113 PRIVILEGE TAX REFUND	03/16/12	221940	15.00-
Sum							15.00-
00001 D J SHUTTLE & TOUR SERVI	773		00122181	11003874 CANCEL FEE-MYLC-STARKVILLE	03/16/12	221941	300.00-
Sum							300.00-
00001 DOMESTIC ABUSE FAMILY SH		2012 CONTRIB	02012323	11004106 COUNCIL APPROVED CONTRIB	03/16/12	221947	3,500.00-
Sum							3,500.00-
DOMESTIC ABUSE FAMILY SH							
00001 DOMINO'S PIZZA (BAD CHEC			02012312	11003961 MERCHANT FEE & FINE	03/16/12	221948	7.00-
Sum							7.00-
DOMINO'S PIZZA (BAD CHEC							
00001 ECO-SYSTEMS INC	0120042		00122275	11004047 SERVS 12/31-1/27 BROWNSFIELD	03/16/12	221950	6,416.55-
Sum							6,416.55-
ECO-SYSTEMS INC							
00001 ECONOMY SUPPLY CO	166752		00121864	11003752 LUMBER-STORAGE BLDG SHELVES	03/16/12	221951	1,476.40-
00001 ECONOMY SUPPLY CO	166987		00122003	11003851 CABINET MATLS PUBLIC WORKS	03/16/12	221951	1,417.39-
00001 ECONOMY SUPPLY CO	166979		00122005	11003861 STEP LADDER-SHOP	03/16/12	221951	88.95-
00001 ECONOMY SUPPLY CO	166350		00121685	11003890 BLDG SUPP STREET DEPT	03/16/12	221951	127.15-
00001 ECONOMY SUPPLY CO	167025		00121981	11003893 BLDG MATLS CONSTR DEPT SHOP	03/16/12	221951	317.09-
00001 ECONOMY SUPPLY CO	167131		00122132	11003917 LUMBER-STORAGE BLDG-ACADEMY	03/16/12	221951	95.76-
00001 ECONOMY SUPPLY CO	167277		00122196	11004089 BLDG MATLS REPRS PLANN OFFICE	03/16/12	221951	117.05-
ECONOMY SUPPLY CO							
Sum							3,639.79-
00001 ELITE MOSQUITO CONTROL	10234		00122233	11004173 INSECTICIDE-HEALTH	03/16/12	221952	18,000.00-
Sum							18,000.00-
ELITE MOSQUITO CONTROL							
00001 ELKINS WHOLESALE INC	132741-00		00121686	11003818 JANIT SUPP FIRE DEPT	03/16/12	221953	465.68-
00001 ELKINS WHOLESALE INC	134231-00		00122135	11003886 JANIT SUPP FIRE DEPT	03/16/12	221953	287.08-
ELKINS WHOLESALE INC							
Sum							752.76-
00001 ELWOOD STAFFING SERVICES	451617		00122320	11004053 TEMP-PAYNE W/E 2/19/12 IDC	03/16/12	221955	257.60-
Sum							257.60-
ELWOOD STAFFING SERVICES							
00001 EMERGENCY EQUIPMENT PROF	402535		00122170	11003846 FIREFIGHTING EQUIPMENT	03/16/12	221956	245.52-
00001 EMERGENCY EQUIPMENT PROF	402563		00121336	11003847 FACE SHIELDS/BRACKETS-FIRE	03/16/12	221956	511.20-

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EMERGENCY EQUIPMENT PROF Sum							756.72-
00001 EMERGENCY MANAGEMENT DIS	QE 03/31/12	00122459	11004155	2ND QTR CONTRIB FYE 9/30/12	03/16/12	221957	25,250.00-
EMERGENCY MANAGEMENT DIS Sum							25,250.00-
00001 ENVIRO INC - HATTIESBURG	30205284-201	00122265	11004059	REFUSE DISPOSAL SANIT	03/16/12	221960	2,822.92-
ENVIRO INC - HATTIESBURG Sum							2,822.92-
00001 EVANS, JERRY PA	339	00122093	11003703	PLAAS V COH LEGAL WORK	03/01/12	15503	3,189.00-
EVANS, JERRY PA Sum							3,189.00-
00001 EVIDENT INC	66982A	00122211	11004152	EVIDENCE STORAGE SUPPLIES	03/16/12	221961	155.00-
EVIDENT INC Sum							155.00-
00001 F B I NATIONAL ACADEMY-M	REG-MISENHETL	00122330	11004073	REG-MISENHETTER-CONF-PEARL,MS	03/16/12	221962	100.00-
F B I NATIONAL ACADEMY-M Sum							100.00-
00001 FASTENAL COMPANY	MSHAT138307	00122051	11004137	SAFETY VESTS/TOOLS-TRAFFIC	03/16/12	221966	420.92-
FASTENAL COMPANY Sum							420.92-
00001 FEDERAL EXPRESS	7-791-72161	00122140	11003796	SERVS 2/8/12 MYERS M/ADM	03/16/12	221968	20.91-
00001 FEDERAL EXPRESS	7-799-49969	00122140	11003797	SERVS 2/17/12 HARTFIELD M/ADM	03/16/12	221968	20.91-
00001 FEDERAL EXPRESS	7-791-72161	00122140	11003798	SERVS 2/8/12 HANSON-ACCTG	03/16/12	221968	13.49-
FEDERAL EXPRESS Sum							55.31-
00001 FEDERAL EXPRESS CORP (RE	PRIVILEGE TA	02012321	11004115	PRIVILEGE TAX REFUND	03/16/12	221967	6.66-
FEDERAL EXPRESS CORP (RE Sum							6.66-
00001 FERGUSON ENTERPRISES INC	1128036	00122096	11004084	PLUMB SUPP CONSTR SHOP RESTRM	03/16/12	221969	385.60-
FERGUSON ENTERPRISES INC Sum							385.60-
00001 FIREFIGHTERS BOOKSTORE	24133-00	00121782	11003747	TRAINING MATLS P/F ACADEMY	03/16/12	221971	149.00-
00001 FIREFIGHTERS BOOKSTORE	24134-00	00121759	11003751	TRAINING MATLS P/F ACADEMY	03/16/12	221971	102.00-
00001 FIREFIGHTERS BOOKSTORE	24367-00	00121995	11003882	TRAINING MANUALS P/F ACADEMY	03/16/12	221971	25.97-
FIREFIGHTERS BOOKSTORE Sum							276.97-

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00001 FORD, PHILLIP	PETTY CASH 2	00122025	11003770	PETTY CASH TRAFF/CONST/AIRPT	03/16/12	221972	207.60-
FORD, PHILLIP							
Sum							207.60-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FEE	02012311	11003959	BAD CHECK RECOVERY FEE	03/16/12	221974	60.30-
FORREST CTY DISTRICT ATT							
Sum							60.30-
00001 FORREST CTY SOIL & WATER	PYMT#1 ANNUA	00122418	11004139	PYMT#1 ANNUAL SUPPORT	03/16/12	221975	22,500.00-
FORREST CTY SOIL & WATER							
Sum							22,500.00-
00001 FORREST CTY SUPERVISORS	TRAVEL REIMB	00122089	11003714	EXPNS-DRANE-MIDTOWN-WASHINGTON	03/16/12	221976	581.53-
00001 FORREST CTY SUPERVISORS	JAIL 12/11 E	00122055	11003768	JAIL 12/11 EXPENSES	03/16/12	221976	93,392.00-
00001 FORREST CTY SUPERVISORS	JAIL 12/11 M	00122055	11003769	JAIL 12/11 MEDICAL	03/16/12	221976	2,136.25-
FORREST CTY SUPERVISORS							
Sum							96,109.78-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 3	00122165	11003840	EAP CHARGE 3/12	03/16/12	221977	1,785.00-
FORREST GENERAL HOSPITAL							
Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP3	00122048	11003721	FUEL-GIBSON-2/15 ENERGCV TRNG	03/16/12	221979	32.31-
FUELMAN OF MS							
Sum							32.31-
00001 G & K SERVICES	1035241410	00122228	11003942	UNIFORMS/MOPS/MATS 2/07 ENGR	03/16/12	221985	8.90-
00001 G & K SERVICES	1035243579	00122228	11003943	UNIFORMS/MOPS/MATS 2/14 ENGR	03/16/12	221985	8.90-
00001 G & K SERVICES	1035245750	00122228	11003944	UNIFORMS/MOPS/MATS 2/21 ENGR	03/16/12	221985	8.90-
00001 G & K SERVICES	1035247923	00122228	11003945	UNIFORMS/MOPS/MATS 2/28 ENGR	03/16/12	221985	8.90-
00001 G & K SERVICES	1035243577	00122256	11003997	UNIFORMS 2/14 STREET	03/16/12	221985	148.00-
00001 G & K SERVICES	1035245748	00122256	11003998	UNIFORMS 2/21 STREET	03/16/12	221985	148.00-
00001 G & K SERVICES	1035247921	00122256	11004000	UNIFORMS 3/06 STREET	03/16/12	221985	148.00-
00001 G & K SERVICES	1035250109	00122256	11004001	UNIFORMS 2/13 SHOP	03/16/12	221985	44.00-
00001 G & K SERVICES	1035243578	00122256	11004002	UNIFORMS 2/21 SHOP	03/16/12	221985	44.00-
00001 G & K SERVICES	1035245749	00122256	11004003	UNIFORMS 3/06 SHOP	03/16/12	221985	44.00-
00001 G & K SERVICES	1035250110	00122256	11004004	UNIFORMS 2/21 GO&FS	03/16/12	221985	44.00-
00001 G & K SERVICES	1035243568	00122256	11004005	UNIFORMS 2/14 GO&FS	03/16/12	221985	8.00-
00001 G & K SERVICES	1035245739	00122256	11004006	UNIFORMS 2/21 GO&FS	03/16/12	221985	8.00-
00001 G & K SERVICES	1035247912	00122256	11004007	UNIFORMS 2/28 GO&FS	03/16/12	221985	8.00-
00001 G & K SERVICES	1035240100	00122256	11004008	UNIFORMS 2/06 GO&FS	03/16/12	221985	8.00-
00001 G & K SERVICES	1035243584	00122256	11004009	MOP/MAT 2/14 GO&FS	03/16/12	221985	26.13-
00001 G & K SERVICES	1035245755	00122256	11004010	MOP/MAT 2/21 GO&FS	03/16/12	221985	26.13-
00001 G & K SERVICES	1035247928	00122256	11004011	MOP/MAT 2/28 GO&FS	03/16/12	221985	26.13-
00001 G & K SERVICES	1035250116	00122256	11004012	MOP/MAT 3/06 GO&FS	03/16/12	221985	26.13-
00001 G & K SERVICES	1035243565	00122256	11004013	UNIFORMS 2/14 DRNGE	03/16/12	221985	15.58-
00001 G & K SERVICES	1035245736	00122256	11004014	UNIFORMS 2/21 DRNGE	03/16/12	221985	15.58-
00001 G & K SERVICES	1035247909	00122256	11004015	UNIFORMS 2/28 DRNGE	03/16/12	221985	15.58-
00001 G & K SERVICES	1035258897	00122256	11004016	UNIFORMS 3/06 DRNGE	03/16/12	221985	15.58-
00001 G & K SERVICES	1035243575	00122256	11004017	UNIFORMS 2/14 SANIT	03/16/12	221985	144.00-

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00001 G & K SERVICES	1035245746	00122256	11004018	UNIFORMS 2/21 SANIT	03/16/12	221985	144.00-
00001 G & K SERVICES	1035247919	00122256	11004019	UNIFORMS 2/28 SANIT	03/16/12	221985	144.00-
00001 G & K SERVICES	1035250107	00122256	11004020	UNIFORMS 3/06 SANIT	03/16/12	221985	144.00-
00001 G & K SERVICES	1035243583	00122256	11004021	MOP/MAT 2/14 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	1035245754	00122256	11004022	MOP/MAT 2/21 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	1035247927	00122256	11004023	MOP/MAT 2/28 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	1035250115	00122256	11004024	MOP/MAT 3/06 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	1035243569	00122256	11004025	UNIFORMS 2/14 ST CLEAN	03/16/12	221985	22.18-
00001 G & K SERVICES	1035245740	00122256	11004026	UNIFORMS 2/21 ST CLEAN	03/16/12	221985	22.18-
00001 G & K SERVICES	1035247913	00122256	11004027	UNIFORMS 2/28 ST CLEAN	03/16/12	221985	22.18-
00001 G & K SERVICES	1035250101	00122256	11004028	UNIFORMS 3/06 ST CLEAN	03/16/12	221985	22.18-
00001 G & K SERVICES	1035245745	00122256	11004030	UNIFORMS 2/12 HEALTH	03/16/12	221985	24.00-
00001 G & K SERVICES	1035247918	00122256	11004031	UNIFORMS 2/28 HEALTH	03/16/12	221985	24.00-
00001 G & K SERVICES	10352450106	00122256	11004032	UNIFORMS 3/06 HEALTH	03/16/12	221985	24.00-
00001 G & K SERVICES	1035243574	00122256	11004033	UNIFORMS 2/14 HEALTH	03/16/12	221985	24.00-
00001 G & K SERVICES	1035217562	00122271	11004055	MOP/MAT 11/22/11 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	1035219734	00122271	11004056	MOP/MAT 11/29/11 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	1035221896	00122271	11004057	MOP/MAT 12/06/11 SANIT	03/16/12	221985	17.38-
00001 G & K SERVICES	10352224067	00122271	11004058	MOP/MAT 12/13/11 SANIT	03/16/12	221985	17.38-
G & K SERVICES Sum							1,902.20-
00001 G G A ADMINISTRATORS	CAFE PLAN AD	00122247	11003967	CAFE PLAN ADM FEES 2/12	03/16/12	221986	297.70-
G G A ADMINISTRATORS Sum							297.70-
00001 GAP INC (REFUNDS)	PRIVILEGE TA	02012321	11004117	PRIVILEGE TAX REFUND	03/16/12	221987	12.50-
GAP INC (REFUNDS) Sum							12.50-
00001 GENERAL SUPPLY & MACHINE	134941	FREIG	00121526	11003794 FRT CHGS HVAC SOFTWARE-CONSTR	03/16/12	221988	8.87-
GENERAL SUPPLY & MACHINE Sum							8.87-
00001 GILLILANDS ELECTRONICS S	51664	00121930	11003897	INSTALL PHONE/WARRANTY/AIRPT	03/16/12	221992	1,950.00-
00001 GILLILANDS ELECTRONICS S	51643	00122197	11003939	MOVE FAX MACHINE PUB WORKS	03/16/12	221992	75.56-
00001 GILLILANDS ELECTRONICS S	51669	00122460	11004147	MOVE PHONE, CABLE LINES-MYERS	03/16/12	221992	310.40-
GILLILANDS ELECTRONICS S Sum							2,335.96-
00001 GRAY DANIELS FORD	203324	00122307	11004153	2012 EXPLORER U#18489 WEBSTER	03/16/12	221995	24,464.75-
GRAY DANIELS FORD Sum							24,464.75-
00001 GREEN FOREST NURSERY INC	18603	00121991	11004157	SHRUBS 3011 RAPHAEL PROJECT	03/16/12	221996	188.50-
GREEN FOREST NURSERY INC Sum							188.50-
00001 H'BURG AMERICAN	ACCT #1	H12998	37546	00122410 11004119 PROOFS PUBLICATION 1-2/2012	03/16/12	221999	2,501.25-

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H'BURG AMERICAN	ACCT #1							10
Sum							2,501.25-	- 03/14/12
00001 H'BURG HYDRAULICS INC	46122	00121556	11003946	ADAPTERS-SHOP SUPP	03/16/12	222001	42.84-	
00001 H'BURG HYDRAULICS INC	46387	00122278	11004105	REPRS U#5775 FORESTRY	03/16/12	222001	82.42-	
00001 H'BURG HYDRAULICS INC	46121	00121340	11004171	REPR PTS U#15982 SANIT	03/16/12	222001	87.90-	
Sum							213.16-	
H'BURG HYDRAULICS INC								
00001 H'BURG PAINT AND DECORAT	E35894	00121237	11003868	PAINT SUPP 2/12 POLICE DEPT	03/16/12	222003	45.94-	
00001 H'BURG PAINT AND DECORAT	E35943	00121993	11004082	PAINT SUPP-CABINETS-PUB WRKS	03/16/12	222003	327.90-	
Sum								
H'BURG PAINT AND DECORAT							373.84-	
00001 HALSEN PRODUCTS COMPANY	0113955-IN	00120937	11003785	SAFETY SUPPLIES-FORESTRY	03/16/12	222005	902.10-	
00001 HALSEN PRODUCTS COMPANY	0114300-IN	00120937	11003792	TRAFFIC CONES-FORESTRY	03/16/12	222005	219.06-	
Sum							1,121.16-	
HALSEN PRODUCTS COMPANY								
00001 HERNANDES, JOSE (REFUND)	MUNICIPAL CO	02012310	11003960	MUNICIPAL COURT REFUND	03/16/12	222010	858.50-	
Sum								
HERNANDES, JOSE (REFUND)							858.50-	
00001 HESS, BETTY M.	CEMETERY SPA	02012309	11003871	BUY BACK CEMETERY SPACE	03/05/12	15516	175.00-	
Sum							175.00-	
HESS, BETTY M.								
00001 HILL, LEROY COFFEE CO IN	7400	00122090	11003708	COFFEE SERV M/ADM	03/16/12	222011	82.22-	
00001 HILL, LEROY COFFEE CO IN	7579	00122442	11004120	COFFEE SERV M/ADM	03/16/12	222011	61.90-	
Sum							144.12-	
HILL, LEROY COFFEE CO IN								
00001 HUDSON'S SALVAGE CENTER	MELISSA DUNC	02012312	11003963	MERCHANT FEE & FINE	03/16/12	222017	29.70-	
Sum								
HUDSON'S SALVAGE CENTER							29.70-	
00001 HUDSON'S TREASURE HUNT (	BOBBY TAYLOR	02012312	11003962	MERCHANT FEE & FINE	03/16/12	222018	13.51-	
Sum							13.51-	
HUDSON'S TREASURE HUNT (								
00001 ICE PLANT INC	0388374	00122106	11003772	BAGS/ICE 2/15 PUBLIC WORKS	03/16/12	222019	65.66-	
00001 ICE PLANT INC	0391556	00122106	11003774	BAGS/ICE 2/28 PUBLIC WORKS	03/16/12	222019	117.60-	
Sum								
ICE PLANT INC								
00001 INDOFF INC	2041507	00121908	11003892	CHAIR MATS PUB WORKS OFFICES	03/16/12	222020	159.98-	
00001 INDOFF INC	2042327	00121931	11003930	OFFICE CHAIRS PUBLIC WORKS	03/16/12	222020	599.98-	
00001 INDOFF INC	2043140	00122009	11003973	COPY PAPER FIRE ADM OFFICE	03/16/12	222020	220.94-	
Sum							183.26-	
INDOFF INC								

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INDOFF INC Sum							980.90-
00001 INGRAM EQUIPMENT CO LLC	0023337-IN	00121790	11003825	REPR PTS U#13982 ST CLEAN	03/16/12	222021	2,036.56-
00001 INGRAM EQUIPMENT CO LLC	0014088-IN	00121912	11003896	REPR PTS U#17725 SANIT	03/16/12	222021	216.43-
INGRAM EQUIPMENT CO LLC Sum							2,252.99-
00001 INTERIOR CONSTRUCTION SU	259677	00122018	11004179	CEILING TILE POLICE DEPT	03/16/12	222022	182.40-
INTERIOR CONSTRUCTION SU Sum							182.40-
00001 INTL CODE COUNCIL (BOOKS	INV0095269	00122227	11003918	2006 INTL CODE COUNCIL MATLS	03/16/12	222023	148.50-
INTL CODE COUNCIL (BOOKS Sum							148.50-
00001 IRBY, STUART C CO	S006514913.0	00121354	11003862	ELEC SUPP-GENERATOR-DEPOT	03/16/12	222025	23,979.87-
00001 IRBY, STUART C CO	S006565884.0	00121934	11003885	ELEC SUPP-LIGHTS-P/F ACADEMY	03/16/12	222025	173.80-
00001 IRBY, STUART C CO	S006569658.0	00121862	11003887	ELEC SUPP-LIGHTS-FIRE ADM	03/16/12	222025	86.40-
00001 IRBY, STUART C CO	S006565937.0	00121937	11003888	ELEC SUPP-FIRE ADM/#3 FIRE	03/16/12	222025	36.38-
00001 IRBY, STUART C CO	S006569664.0	00121982	11003895	LIGHT FUSES-D/T LIGHTING PH I	03/16/12	222025	351.00-
00001 IRBY, STUART C CO	S006573125.0	00122239	11003971	ADDL AMT DUE PO#121239	03/16/12	222025	17.70-
00001 IRBY, STUART C CO	S006573125.0	00121239	11003995	ELEC SUPP 2/12 POLICE DEPT	03/16/12	222025	125.00-
00001 IRBY, STUART C CO	S006537716.0	00122332	11004068	BATTERIES-POLICE MAINT	03/16/12	222025	81.72-
00001 IRBY, STUART C CO	S006589987.0	00122286	11004156	ELEC SUPP-WTR HEATER-SHOP	03/16/12	222025	52.51-
IRBY, STUART C CO Sum							24,904.38-
00001 JESSE L BROWN LODGE #145	BOOKLET AD 2	00121326	11004043	BANQUET BOOKLET AD 2/19/12	03/16/12	222028	150.00-
JESSE L BROWN LODGE #145 Sum							150.00-
00001 JONES & BARTLETT PUBLISH	B0606810	00121413	11003748	RECRUIT TEXT BOOKS FD CLASS	03/16/12	222029	1,238.18-
00001 JONES & BARTLETT PUBLISH	2489661	00122049	11003916	VEHICLE EXTRICATION CD-ROM	03/16/12	222029	150.67-
JONES & BARTLETT PUBLISH Sum							1,388.85-
00001 KENTWOOD SPRINGWATER	45746	00122355	11004069	DRINKING WATER POLICE DEPT	03/16/12	222035	153.30-
KENTWOOD SPRINGWATER Sum							153.30-
00001 KILPATRICK HOLDING (REFU	PRIVILEGE TA	02012321	11004116	PRIVILEGE TAX REFUND	03/16/12	222039	2.20-
KILPATRICK HOLDING (REFU Sum							2.20-
00001 KOSSEN EQUIPMENT INC	109535	00122149	11003807	EMER REPR GENERATOR POL DEPT	03/16/12	222045	2,164.20-
KOSSEN EQUIPMENT INC							

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Sum							2,164.20-
00001 KUYRKENDALL, BERT	TRAV ADVANCE	00122424	11004142	TRAV ADV-CNU20 MEET FLORIDA	03/16/12	222046	640.49-
Sum							640.49-
00001 LAMAR AUTO SALVAGE INC		435676					
Sum							100.00-
00001 LAMAR AUTO SALVAGE INC		00120980	11003865	FRONT SEAT U#15398 ANIMAL CTL	03/16/12	222048	100.00-
Sum							100.00-
00001 LANCASTER'S MACHINE & WE		20679					1,558.00-
00001 LANCASTER'S MACHINE & WE		00122361	11004174	TRAILER REPR AIRPORT MAINT	03/16/12	222049	3,250.00-
Sum							4,808.00-
00001 LAUREL MACHINE & FOUNDRY		419618					
Sum							236.24-
00001 LAUREL MACHINE & FOUNDRY		00121962	11004085	REBAR-DEPOT GENERATOR WALL	03/16/12	222050	236.24-
Sum							236.24-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00122214	11003909	ONLINE SEARCHES 2/12 POLICE	03/16/12	222052	50.00-
Sum							50.00-
00001 LOWE'S OF HATTIESBURG IN		905512					95.66-
00001 LOWE'S OF HATTIESBURG IN		924523					438.00-
00001 LOWE'S OF HATTIESBURG IN		953118					90.60-
00001 LOWE'S OF HATTIESBURG IN		967472					53.34-
00001 LOWE'S OF HATTIESBURG IN		967421					889.40-
00001 LOWE'S OF HATTIESBURG IN		978377					115.49-
Sum							1,682.49-
00001 M M C MATERIALS INC		187306					121.50-
00001 M M C MATERIALS INC		183838					648.00-
00001 M M C MATERIALS INC		183839					243.00-
00001 M M C MATERIALS INC		183856					648.00-
00001 M M C MATERIALS INC		183888					405.00-
00001 M M C MATERIALS INC		183912					243.00-
00001 M M C MATERIALS INC		183914					850.50-
00001 M M C MATERIALS INC		183922					324.00-
00001 M M C MATERIALS INC		184824					810.00-
00001 M M C MATERIALS INC		184846					891.00-
00001 M M C MATERIALS INC		184937					648.00-
00001 M M C MATERIALS INC		184949					486.00-
00001 M M C MATERIALS INC		184953					162.00-
00001 M M C MATERIALS INC		187102					405.00-
00001 M M C MATERIALS INC		187248					243.50-
00001 M M C MATERIALS INC		187315					263.00-
00001 M M C MATERIALS INC		189193					729.00-
Sum							1,682.49-

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Sum							8,221.50-
00001 MAULDIN COMPANY	104027	00122348	11004164	REPR PTS U#10799 STREET	03/16/12	222059	40.52-
MAULDIN COMPANY							40.52-
Sum							40.52-
00001 MCCAIN UNIFORMS	213801-1	00118823	11003731	UNIFORM BOOTS-STOCK-POLICE	03/16/12	222061	140.00-
00001 MCCAIN UNIFORMS	220272-1	00118823	11003732	UNIFORM SHOES-SPEIGHTS-POLICE	03/16/12	222061	70.00-
00001 MCCAIN UNIFORMS	216061-1	00119611	11003733	UNIFORM BOOTS-JACKSON-POLICE	03/16/12	222061	70.00-
00001 MCCAIN UNIFORMS	222297-1	00119611	11003734	UNIFORM BOOTS-STOCK-POLICE	03/16/12	222061	70.00-
00001 MCCAIN UNIFORMS	223206-1	00121700	11003735	UNIFORM SHIRTS-ALLEN-POLICE	03/16/12	222061	61.50-
MCCAIN UNIFORMS							411.50-
Sum							411.50-
00001 MCELHANEY PLUMBING INC	191246	00120436	11004062	HARDWARE SUPP 1/12 POLICE	03/16/12	222062	3.99-
00001 MCELHANEY PLUMBING INC	194138	00122156	11004079	PLUMB SUPP STREET DEPT	03/16/12	222062	234.74-
00001 MCELHANEY PLUMBING INC	193372	00122290	11004083	PLUMB SUPP P/W METAL SHOP	03/16/12	222062	71.86-
MCELHANEY PLUMBING INC							310.59-
Sum							310.59-
00001 MCMULLAN EQUIPMENT CO	140018P	00122078	11003741	REPR PTS-STOCK-POLICE	03/16/12	222063	21.71-
00001 MCMULLAN EQUIPMENT CO	139700P	00121548	11003844	TIRES U#17595 POLICE	03/16/12	222063	207.00-
00001 MCMULLAN EQUIPMENT CO	139649P	00121388	11003854	REPR PTS U#10807 STREET	03/16/12	222063	51.26-
MCMULLAN EQUIPMENT CO							279.97-
Sum							279.97-
00001 METRO CRIMESTOPPERS INC	03/01/12	02012289	11003777	CITY COURT COSTS 02/2012	03/01/12	15509	1,279.92-
METRO CRIMESTOPPERS INC							1,279.92-
Sum							1,279.92-
00001 MID SOUTH GLASS INC	0037544	00121894	11003852	GLASS SLIDERS CITY FUEL BARN	03/16/12	222066	248.00-
00001 MID SOUTH GLASS INC	0037543	00118829	11003853	ENTRANCE DOORS CITY FUEL BARN	03/16/12	222066	380.00-
MID SOUTH GLASS INC							628.00-
Sum							628.00-
00001 MID SOUTH UNIFORM & SUPP	476342	00121513	11003806	TEE SHIRTS POLICE RECRUITS	03/16/12	222067	186.00-
00001 MID SOUTH UNIFORM & SUPP	476555	00121701	11003878	NAME TAG-BROWN-POLICE	03/16/12	222067	20.70-
00001 MID SOUTH UNIFORM & SUPP	477063	00121836	11004090	NAME TAGS LATERAL OFFICERS	03/16/12	222067	82.80-
MID SOUTH UNIFORM & SUPP							289.50-
Sum							289.50-
00001 MIKE'S TIRE & WHEEL CO	2158921	00122219	11004165	TUBES/SUPP STREET STOCK	03/16/12	222068	175.90-
00001 MIKE'S TIRE & WHEEL CO	2158942	00122267	11004166	TIRE U#8669 STREET	03/16/12	222068	70.94-
MIKE'S TIRE & WHEEL CO							246.84-
Sum							246.84-
00001 MISENHELTER, EUGENE F	TRAV ADVANCE	00122329	11004070	TRAV ADV-FBINAA CONF-PEARL,MS	03/16/12	222070	177.00-
00001 MISENHELTER, EUGENE F	TRAV ADVANCE	00122439	11004134	TRAV ADV-MACP CONF BLOXI	03/16/12	222071	509.00-
							686.00-

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MISENHETTER, EUGENE F Sum							686.00-
00001 MOLLY MAID	SERVS 3/12 C	00122304	11004061	SERVS 3/12 CEM/FORESTRY	03/16/12	222073	245.00-
MOLLY MAID Sum							245.00-
00001 MOMAR INC	A65948	00121921	11003883	JANIT SUPP P/F ACADEMY	03/16/12	222074	406.65-
00001 MOMAR INC	A65948	FREIG 00122187	11003884	FREIGHT CHGS PO#121921	03/16/12	222074	77.84-
MOMAR INC Sum							484.49-
00001 MOORE'S LOCK AND KEY LLC	10828	00121563	11004099	SECURITY LOCKS #1 FIRE STA	03/16/12	222075	2,058.00-
MOORE'S LOCK AND KEY LLC Sum							2,058.00-
00001 MORGAN, GENEVA GERMANY	TRAV ADVANCE	00122091	11003753	TRAV ADV-MAPSEF CNF-BAY ST.LS	03/16/12	222076	511.00-
MORGAN, GENEVA GERMANY Sum							511.00-
00001 MORGAN, JIMMY	TRAVEL REIMB	00122121	11003754	EXPNS-MSFA TRAINING-JACKSON	03/16/12	222077	129.54-
MORGAN, JIMMY Sum							129.54-
00001 MS ASSN OF CHIEFS OF POL	REG-BOLTON 6	00122437	11004135	REG-BOLTON-CONF-BILOXI	03/16/12	222078	250.00-
00001 MS ASSN OF CHIEFS OF POL	REG-MISENHET	00122437	11004136	REG-MISENHETTER-CONF-BILOXI	03/16/12	222078	250.00-
MS ASSN OF CHIEFS OF POL Sum							500.00-
00001 MS ASSN OF CODE ENFORCEM	MBRSH-MCKIN	00122171	11003859	MBRSH-MCKINLEY 2/12-3/12	03/16/12	222079	25.00-
00001 MS ASSN OF CODE ENFORCEM	MBRSH-DAVIS	00122171	11003860	MBRSH-DAVIS 2/12-3/13	03/16/12	222079	25.00-
MS ASSN OF CODE ENFORCEM Sum							50.00-
00001 MS ASSN OF PUBLIC FIRE S	REG-MORGAN 4	00122092	11003756	REG-MORGAN-MAPSE CONF	03/16/12	222080	55.00-
MS ASSN OF PUBLIC FIRE S Sum							55.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02012301	11003828	LONG DIST CHG 12/11 VARI	03/16/12	222081	10,409.60-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02012304	11003829	NCIC MAINT 2/12 POLICE DEPT	03/16/12	222081	224.00-
MS DEPT OF INFORMATION T Sum							10,633.60-
00001 MS FIRE & SAFETY OF HBUR	29848	00122070	11003726	NEW EXTINGUISHER CITY HALL	03/16/12	222082	109.00-
00001 MS FIRE & SAFETY OF HBUR	29782	00121932	11003776	TEST EXTINGUISHERS-STREET	03/16/12	222082	88.00-
00001 MS FIRE & SAFETY OF HBUR	29850	00121932	11003778	TEST EXTINGUISHERS-SHOP	03/16/12	222082	116.00-
MS FIRE & SAFETY OF HBUR Sum							

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Sum							313.00-
00001 MS GRASS NURSERY	22976	00121897	11003784	SOD-CEMETERY GRAVES	03/16/12	222083	326.00-
Sum							326.00-
00001 MS MUNICIPAL LEAGUE	16725	00122065	11003710	REG-MYLC-YOUTH SUMMIT-STRAKYLE	03/16/12	222084	380.00-
Sum							380.00-
MS MUNICIPAL LEAGUE							380.00-
00001 MS POWER COMPANY	3/12 GENERAL	00201211	11004176	MONTHLY ELEC-GENERAL	03/16/12	222085	15,269.32-
Sum							15,269.32-
MS POWER COMPANY							15,269.32-
00001 MS STATE/BOARD OF PROF P LICENSE APPL	00122213	11003910	LICENSE APPL-RAYNER-POLICE		03/16/12	222087	100.00-
Sum							100.00-
MS STATE/BOARD OF PROF P							100.00-
00001 MS STATE/SECRETARY OF ST NOTARY APPL-	00122178	11003838	NOTARY APPL-BERNARDO-CNCL CLK		03/16/12	222088	25.00-
Sum							25.00-
MS STATE/SECRETARY OF ST							25.00-
00001 MS STATE/TREASURER/FINAN	02012290	11003759	FINE COLLECTIONS 2/12		03/01/12	15504	91,778.73-
Sum							91,778.73-
MS STATE/TREASURER/FINAN							91,778.73-
00001 MULTITECH OFFICE MACHINE	12021139	00122032	11003875	PRINTER SUPP-ACCTG	03/16/12	222089	178.90-
Sum							178.90-
MULTITECH OFFICE MACHINE							178.90-
00001 N & H ELECTRONIC DISTRIB	096127	00121796	11003720	CABLING WIRE INFO TECH DEPT	03/16/12	222090	110.57-
Sum							110.57-
N & H ELECTRONIC DISTRIB							110.57-
00001 NAPA AUTO PARTS	462213	00121745	11003907	LIGHTS POLICE STOCK	03/16/12	222093	58.50-
00001 NAPA AUTO PARTS	462210	00121745	11003908	REPR PTS U#14497 TRAFFIC	03/16/12	222093	180.56-
00001 NAPA AUTO PARTS	462473	00120634	11003920	REPR PTS U#9490 LAND CODE	03/16/12	222093	25.76-
00001 NAPA AUTO PARTS	462472	00120634	11003921	REPR PTS U#17567 STREET	03/16/12	222093	60.69-
00001 NAPA AUTO PARTS	462470	00120634	11003922	REPR PTS U#15892 SANIT	03/16/12	222093	17.83-
00001 NAPA AUTO PARTS	462203	00121744	11003923	REPR PTS U#10715 LAND CODE	03/16/12	222093	141.80-
00001 NAPA AUTO PARTS	462204	00121744	11003924	REPR PTS U#11469 CONSTR	03/16/12	222093	210.00-
00001 NAPA AUTO PARTS	462459	00122112	11003925	REPR PTS U#9569 LAND CODE	03/16/12	222093	42.41-
00001 NAPA AUTO PARTS	462458	00122112	11003926	REPR PTS U#13048 STREET	03/16/12	222093	152.51-
00001 NAPA AUTO PARTS	492441	00122069	11003928	REPR PTS U#11945 TRAFFIC	03/16/12	222093	162.06-
00001 NAPA AUTO PARTS	462442	00122069	11003929	REPR PTS U#11945 TRAFFIC	03/16/12	222093	3.90-
00001 NAPA AUTO PARTS	462202	00121793	11003934	REPR PTS U#13982 STREET	03/16/12	222093	166.70-
00001 NAPA AUTO PARTS	462192	00121914	11003935	REPR PTS U#11057 STREET	03/16/12	222093	9.86-
00001 NAPA AUTO PARTS	462190	00121914	11003936	AIR FILTERS-SHOP	03/16/12	222093	28.53-
00001 NAPA AUTO PARTS	462191	00121914	11003937	GREASE-SHOP	03/16/12	222093	7.59-

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00001 NAPA AUTO PARTS	462206	00121746	11003947	PTS/SUPP-SHOP	03/16/12	222093	43.44-
00001 NAPA AUTO PARTS	462207	00121746	11003948	OIL FILTERS-SHOP	03/16/12	222093	4.61-
00001 NAPA AUTO PARTS	462195	00121555	11003951	REPR PTS U#11970 CONSTR	03/16/12	222093	63.28-
00001 NAPA AUTO PARTS	462197	00121555	11003952	REPR PTS U#11970 CONSTR	03/16/12	222093	103.94-
00001 NAPA AUTO PARTS	462199	00121794	11003955	REPR PTS U#16080 SANIT	03/16/12	222093	30.52-
00001 NAPA AUTO PARTS	462200	00121794	11003956	REPR PTS U#16080 SANIT	03/16/12	222093	10.39-
00001 NAPA AUTO PARTS	462201	00121794	11003957	REPR PTS U#16080 SANIT	03/16/12	222093	1.00-
00001 NAPA AUTO PARTS	461924	00121947	11004096	MAINT SUPP FIRE MECHANIC SHOP	03/16/12	222093	129.45-
00001 NAPA AUTO PARTS	462932	00122366	11004098	GREASE FITTING LADDER 6	03/16/12	222093	46.00-
NAPA AUTO PARTS							
Sum							1,701.33-
00001 NATL LEAGUE OF CITIES/CO	4170	00122244	11003898	REGISTRATION/D DELGADO 3/10-14	03/06/12	15517	874.00-
NATL LEAGUE OF CITIES/CO							
Sum							874.00-
00001 NEIGHBORHOODS USA (NUSA)	REG-COLEMAN	00122056	11003713	REG-COLEMAN-CONF-INDIANA	03/16/12	222095	212.00-
NEIGHBORHOODS USA (NUSA)							
Sum							212.00-
00001 NEWELL PAPER COMPANY	528358	00121278	11003712	SOAP DISPENSER-ACCTG/PURCH	03/16/12	222096	20.93-
00001 NEWELL PAPER COMPANY	529329	00122242	11004146	JANIT SUPP GG INS	03/16/12	222096	390.88-
NEWELL PAPER COMPANY							
Sum							411.81-
00001 NIXON, PATRICK	TRAVEL REIMB	00122129	11003816	EXPNS FIRE ACADEMY JACKSON	03/16/12	222098	318.80-
NIXON, PATRICK							
Sum							318.80-
00001 NORDAN SMITH WELDING SUP	1088726	00122209	11003913	CYL RENT 2/12 VARI DEPTS	03/16/12	222099	397.20-
NORDAN SMITH WELDING SUP							
Sum							397.20-
00001 NORFOLK SOUTHERN CORP	90002834	00122246	11003978	PARKING LEASE 3/12 RR ST LOT	03/16/12	222100	1,382.61-
NORFOLK SOUTHERN CORP							
Sum							1,382.61-
00001 NORTHWESTERN UNIVERSITY	REG-WAHL 5/3	00122127	11003746	REG-WAHL-TRAFF CRASH SCHOOL	03/16/12	222101	500.00-
NORTHWESTERN UNIVERSITY							
Sum							500.00-
00001 OFFICE DEPOT INC	1443358840	00121736	11003719	OFFICE SUPP INFO TECH DEPT	03/16/12	222104	429.61-
00001 OFFICE DEPOT INC	1443685563	00121765	11003764	COMPUTER DESK/CHAIR-WAITS-LDC	03/16/12	222104	171.64-
00001 OFFICE DEPOT INC	594065703001	00119835	11003793	OFFICE SUPP-MPO	03/16/12	222104	51.95-
00001 OFFICE DEPOT INC	6003004900001	00122098	11004064	OFFICE SUPP-PLANNING	03/16/12	222104	199.82-
00001 OFFICE DEPOT INC	1448099130	00122133	11004074	OFFICE SUPP P/F ACADEMY CLASS	03/16/12	222104	31.99-
00001 OFFICE DEPOT INC	1445549465	00121876	11004081	OFFICE SUPP-SHOP	03/16/12	222104	51.80-
OFFICE DEPOT INC							

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Sum							936.81-
00001 OVERHEAD DOOR CO OF HBUR	60082	00121843	11003819	BAY DOOR REPR #2 FIRE STA	03/16/12	222106	283.33-
Sum							283.33-
00001 OWENS BUSINESS MACHINES	231165	00121768	11003730	COPIER TONER POLICE DEPT	03/16/12	222107	36.00-
00001 OWENS BUSINESS MACHINES	232333	00122347	11004100	FAX SUPP PUBLIC WORKS	03/16/12	222107	198.00-
00001 OWENS BUSINESS MACHINES	232362	00122359	11004148	COPIER TONER POLICE DEPT	03/16/12	222107	108.00-
Sum							342.00-
OWENS BUSINESS MACHINES							
Sum							4,400.00-
00001 PALMER ELECTRIC INC	10944	00120743	11003894	GENERATOR #3 FIRE STA	03/16/12	222109	905.00-
00001 PALMER ELECTRIC INC	10953	00121933	11004170	GENERATOR REPR #3 FIRE STA	03/16/12	222109	
Sum							5,305.00-
PALMER ELECTRIC INC							
Sum							65.00-
00001 PEANUTS TOWING SERVICE	59534	00122036	11003762	TOWING U#14699 FIRE DEPT	03/16/12	222114	75.00-
00001 PEANUTS TOWING SERVICE	59145	00122223	11004054	TOWING U#10810 TRAFFIC	03/16/12	222114	140.00-
00001 PEANUTS TOWING SERVICE	59227	00122356	11004072	TOW/REMOVE/CULVERT U#16652	03/16/12	222114	
Sum							280.00-
PEANUTS TOWING SERVICE							
Sum							575.94-
00001 PEARL RIVER VALLEY EPA	10210005 3/0	00201211	11004109	MONTHLY 3/12 #8 FIRE STA	03/16/12	222115	5,374.69-
00001 PEARL RIVER VALLEY EPA	3/12 GENERAL	00201211	11004110	MONTHLY 3/12 PUBLIC SERVICES	03/16/12	222115	
Sum							5,950.63-
PEARL RIVER VALLEY EPA							
Sum							96,820.00-
00001 PEARL TO LEAF RIVER RAIL	FYE 9/30/12	00122094	11003782	ANNUAL CONTRIB	03/16/12	222116	
PEARL TO LEAF RIVER RAIL							
Sum							247.90-
00001 PEAVEY, LYNN COMPANY	254277	00120558	11004091	EVIDENCE STORAGE TUBES	03/16/12	222117	307.50-
00001 PEAVEY, LYNN COMPANY	254278	00122031	11004092	EVIDENCE TAPE	03/16/12	222117	
Sum							555.40-
PEAVEY, LYNN COMPANY							
Sum							1,200.00-
00001 PINE BELT MENTAL HEALTHC	1/12-2/12 GR	00122466	11004177	SALARY-DOWNEY-JAIL DIV GRANT	03/16/12	222123	
PINE BELT MENTAL HEALTHC							
Sum							21,847.22-
00001 PINE BELT OIL COMPANY	1000820	00121432	11003705	GASOLINE, DIESEL PUBLIC WORKS	03/16/12	222124	25,780.12-
00001 PINE BELT OIL COMPANY	1001084	00122015	11003706	GASOLINE, DIESEL PUBLIC WORKS	03/16/12	222124	3,269.23-
00001 PINE BELT OIL COMPANY	555873	00121945	11003783	GASOLINE, DIESEL CEM/FORESTRY	03/16/12	222124	416.54-
00001 PINE BELT OIL COMPANY	557382	00122184	11003857	MONTHLY GAS CARD FEES PUB WRKS	03/16/12	222124	5,387.25-
00001 PINE BELT OIL COMPANY	2/1-2/29/12	00122188	11003876	MINIT MART CHGS 2/12 POLICE	03/16/12	222124	1,755.15-
00001 PINE BELT OIL COMPANY	2/1-2/29/12	00122188	11003877	MINIT MART CHGS 2/12 FIRE	03/16/12	222124	471.14-
00001 PINE BELT OIL COMPANY	551540	00121731	11003970	MOTOR OIL, POLICE STOCK	03/16/12	222124	
00001 PINE BELT OIL COMPANY	3479355	00122206	11004041	GASOLINE, DIESEL PUBLIC WORKS	03/16/12	222124	27,218.93-

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PINE BELT OIL COMPANY IN	00001 PINE BELT OIL COMPANY IN 3479399	00122381	11004144	GASOLINE, DIESEL, PUBLIC WORKS	03/16/12	222124	28,146.31-
00001 PINE BELT OIL COMPANY IN	555055	00121842	11004182	HYD FLUID/OIL-STREET DEPT	03/16/12	222124	2,133.31-
00001 PINE BELT OIL COMPANY IN	558269	00121842	11004183	HYD FLUID/OIL-STREET DEPT	03/16/12	222124	2,133.31-
Sum							118,558.51-
PINE BELT OIL COMPANY IN							
00001 PINNACLE PUBLIC SAFETY T	REG-HARTLEY 013	00122120	11003755	ERG-HARTLEY-911 HOMICIDE CRSE	03/16/12	222125	179.00-
00001 PINNACLE PUBLIC SAFETY T		00122158	11003817	REG INTERROGATION CLASS 1/30	03/16/12	222125	597.00-
Sum							
PINNACLE PUBLIC SAFETY T							
00001 PITNEY BOWES	436586	00122254	11003968	FOLDING MACH MAINT 4/12-3/13	03/16/12	222127	1,069.60-
Sum							
PITNEY BOWES							
00001 PITTS, W C CONSTRUCTION	1642	00122153	11004075	ROAD BED/PROP AREA DIRT-ACDMY	03/16/12	222131	10,390.50-
00001 PITTS, W C CONSTRUCTION	1641	00122225	11004076	FILL DIRT-PROP AREA-ACADEMY	03/16/12	222131	940.00-
Sum							11,330.50-
PITTS, W C CONSTRUCTION							
00001 PND CORP	174	00121841	11003750	HAZ MAT SUPP P/F ACADEMY	03/16/12	222132	110.00-
00001 PND CORP	171 FREIGHT	00122137	11003815	FREIGHT CHGS PO#121841	03/16/12	222132	88.00-
Sum							
PND CORP							
00001 PRO TRAVEL INC	AA/CDFHP BA	00122102	11003716	BRANTLEY-APA CONF-CALIFORNIA	03/16/12	222137	426.20-
00001 PRO TRAVEL INC	DL/GP4GJ4 DU	00122193	11003873	DUPREE-CHANGE/NLC WASHINGTON	03/16/12	222137	233.60-
00001 PRO TRAVEL INC	DL/GQZKSR KU	00122340	11004080	CHANGE-KUYRKENDALL 5/9-12	03/16/12	222137	35.00-
Sum							
PRO TRAVEL INC							
00001 PROGRESSIVE BUSINESS PUB	881361603	00122440	11004130	SUBSCRIPT RNWL HUMAN RES	03/16/12	222138	230.00-
Sum							
PROGRESSIVE BUSINESS PUB							
00001 PRUITT GROUP, THE	LOBBY RETAIN	00122163	11003841	LOBBYING RETAINER FEES 3/12	03/16/12	222139	3,000.00-
Sum							
PRUITT GROUP, THE							
00001 PUCKETT MACHINERY COMPAN	005C5525083	00122037	11003822	REPR PTS U#14956 STREET	03/16/12	222141	735.56-
00001 PUCKETT MACHINERY COMPAN	POS5C5525468	00122142	11004103	REPR PTS U#9700 HEALTHH	03/16/12	222141	792.83-
Sum							
PUCKETT MACHINERY COMPAN							
00001 PURVIS AUTO COLLISION	2473	00121821	11003767	REPRS U#10715 LAND CODE	03/16/12	222143	1,528.39-
Sum							
PURVIS AUTO COLLISION							
Sum							283.88-

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00001 RICOH CORP	414706633	00122421	11004131	COPY OVERAGE 11/11-1/31/12	03/16/12	222148	194.29-
Sum							194.29-
RICOH CORP							
00001 RJ YOUNG COMPANY	263763	00122125	11003717	COPIER MAINT 1/28-2/28 PLANN	03/16/12	222149	390.00-
00001 RJ YOUNG COMPANY	263749	00122130	11003820	COPIER MAINT 1/28-2/28 FIRE	03/16/12	222149	196.00-
00001 RJ YOUNG COMPANY	263810	00122176	11003845	COPIER MNT 1/28-2/28 DETECTVS	03/16/12	222149	518.00-
00001 RJ YOUNG COMPANY	264267	00122229	11003941	COPIER MAINT 1/28-2/28 ENGR	03/16/12	222149	348.68-
00001 RJ YOUNG COMPANY	264953	00122118	11004045	COPIER TONER PLANNING	03/16/12	222149	350.00-
Sum							1,802.68-
RJ YOUNG COMPANY							
00001 ROBINSON ELECTRIC SUPPLY	2130936-00	00120962	11003758	ELEC SUPP FIRE ADM OFFICE	03/16/12	222150	172.80-
Sum							172.80-
ROBINSON ELECTRIC SUPPLY							
00001 ROPER SUPPLY CO LLC	41939	00122203	11003902	GRILLE LIGHTS-CHIEF BOLTON	03/16/12	222154	177.50-
Sum							177.50-
ROPER SUPPLY CO LLC							
00001 SACKS OUTDOOR SUPPLY	15375	00117921	11003736	MTRCYCLE PANTS VARI OFFICERS	03/16/12	222158	3,999.80-
00001 SACKS OUTDOOR SUPPLY	14816	00118905	11003737	UNIFORM SHOES-CHIEF BOLTON	03/16/12	222158	146.00-
00001 SACKS OUTDOOR SUPPLY	15332	00122027	11003738	MTRCYCLE SHIRTS-BROWN-POLICE	03/16/12	222158	79.98-
00001 SACKS OUTDOOR SUPPLY	15302	00122082	11003739	CLOTH ALLOW-CHIEF BOLTON	03/16/12	222158	70.00-
00001 SACKS OUTDOOR SUPPLY	15473	00115273	11003749	CLOTH ALLOW FONTAINE/MORSE	03/16/12	222158	279.92-
00001 SACKS OUTDOOR SUPPLY	15250	00122416	11004149	UNIFORM PANTS-BYRD-POLICE	03/16/12	222158	119.91-
00001 SACKS OUTDOOR SUPPLY	15251	00122416	11004150	UNIFORM PANTS-RUPLE-POLICE	03/16/12	222158	39.97-
00001 SACKS OUTDOOR SUPPLY	15355	00122416	11004151	UNIFORM BOOTS-RUPLE-POLICE	03/16/12	222158	109.99-
00001 SACKS OUTDOOR SUPPLY	15398	00122474	11004180	UNIFORM PANTS-BASS-ACADEMY	03/16/12	222158	39.97-
Sum							4,885.54-
SACKS OUTDOOR SUPPLY							
00001 SCHWANDT, MARILYN T	PETTY CASH 2	00122323	11004042	PETTY CASH VARI DEPTS	03/16/12	222162	415.30-
Sum							415.30-
SCHWANDT, MARILYN T							
00001 SECURITY EQUIPMENT CORP	102218	00121488	11004077	PEPPER SPRAY ACADEMY RECRUITS	03/16/12	222163	1,446.00-
Sum							1,446.00-
SECURITY EQUIPMENT CORP							
00001 SHERWIN-WILLIAMS COMPANY	9398-6	00121730	11003780	PAINT SUPP CONSTR SHOP/RESTRM	03/16/12	222165	228.17-
Sum							228.17-
SHERWIN-WILLIAMS COMPANY							
00001 SOLAR SUPPLY INC	3428085	00121671	11003966	A/C REPRS IT COMPUTER ROOM	03/16/12	222171	186.19-
00001 SOLAR SUPPLY INC	3428086	00121898	11004169	VACUUM GAUGE CONSTR DEPT	03/16/12	222171	149.09-
Sum							335.28-
SOLAR SUPPLY INC							

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00001 SOUTHERN MS PINE STRAW	7903	00121990	11003850	PINE STRAW DARBY ST PROJECT	03/16/12	222173	237.50-
SOUTHERN MS PINE STRAW Sum							237.50-
00001 SOUTHERN PINE ELECTRIC P	3/12 GENERAL	00201211	11004108	MONTHLY 3/12 PUBLIC SERVICES	03/16/12	222174	1,289.32-
SOUTHERN PINE ELECTRIC P Sum							1,289.32-
00001 SOUTHERN PIPE & SUPPLY C	5451871-00	00121141	11004158	PIPE-A/C UNITS-PUBLIC WORKS	03/16/12	222175	3,273.74-
SOUTHERN PIPE & SUPPLY C Sum							3,273.74-
00001 SOUTHERN TIRE MART LLC	11057522	00120322	11003760	TIRES/TIRE REPR U#18098,15064	03/16/12	222176	1,632.62-
00001 SOUTHERN TIRE MART LLC	11059764	00122113	11003855	TIRES STREET STOCK/TRACTOR	03/16/12	222176	1,437.00-
00001 SOUTHERN TIRE MART LLC	11059703	00122068	11003863	TIRES/RECAP TIRES SANIT STOCK	03/16/12	222176	3,583.96-
SOUTHERN TIRE MART LLC Sum							6,653.58-
00001 SOUTHERN WATERWORKS SUPP	41334	00122145	11003972	DRAIN PIPE ACDMY TRNG GRNDS	03/16/12	222177	803.52-
SOUTHERN WATERWORKS SUPP Sum							803.52-
00001 SOUTHGROUP (HATTIESBURG	HATTI-P 1935	00122306	11004046	EMP SEC BOND RNWL 1/12-1/13	03/16/12	222178	755.00-
SOUTHGROUP (HATTIESBURG Sum							755.00-
00001 SPEEDY PRINTING & SIGNS	16378	00121769	11003709	BANNER-AFRICAN AMERICAN HSTRY	03/16/12	222179	184.00-
SPEEDY PRINTING & SIGNS Sum							184.00-
00001 SQUAD-FITTERS	0162192-IN	00121923	11004051	MTRCYCLE HELMET BUTTONS,BANDS	03/16/12	222180	49.95-
SQUAD-FITTERS Sum							49.95-
00001 STANDARD OFFICE SUPPLY C	0022094-001	00121953	11003711	NOTARY STAMP-EATON-MUN CLERK	03/16/12	222182	33.50-
00001 STANDARD OFFICE SUPPLY C	0022083-IN	00122033	11003729	COPY PAPER, SUPPLIES-POLICE	03/16/12	222182	292.45-
00001 STANDARD OFFICE SUPPLY C	0021618-001	00121481	11003763	OFFICE SUP LAND CODE	03/16/12	222182	22.50-
00001 STANDARD OFFICE SUPPLY C	0021376-001	00121449	11003795	OFFICE SUPPLIES COUNCIL	03/16/12	222182	170.47-
00001 STANDARD OFFICE SUPPLY C	0021251-001	00121351	11003804	COPY PAPER/SUPPLIES-POLICE	03/16/12	222182	172.73-
00001 STANDARD OFFICE SUPPLY C	0021705-001	00121753	11003805	OFFICE SUP-LIFE OF S MS 2/12	03/16/12	222182	329.92-
00001 STANDARD OFFICE SUPPLY C	0021406-001	00121351	11003826	CREDIT INV# 21251	03/16/12	222182	52.73-
00001 STANDARD OFFICE SUPPLY C	0022160-001	00122111	11003872	COPY PAPER MUN COURT	03/16/12	222182	400.00-
00001 STANDARD OFFICE SUPPLY C	0022144-001	00122088	11003969	COPY PAPER POLICE DEPT	03/16/12	222182	209.95-
00001 STANDARD OFFICE SUPPLY C	0022292-001	00122119	11004044	NOTE/THANK YOU/SYMPATHY CARDS	03/16/12	222182	298.00-
00001 STANDARD OFFICE SUPPLY C	0021173-001	00122300	11004048	OFFICE SUP POLICE ADM	03/16/12	222182	107.07-
00001 STANDARD OFFICE SUPPLY C	0022519-001	00122402	11004145	OFFICE SUP ACCTG	03/16/12	222182	96.35-
00001 STANDARD OFFICE SUPPLY C	0022613-001	00122259	11004167	OFFICE SUP ENGR	03/16/12	222182	42.69-
STANDARD OFFICE SUPPLY C							

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Sum							2,122.90-
00001 STEPHENS, ROBERT V							
Sum							
00001 STEPHENS, ROBERT V	TRAVEL REIMB	00122301	11004052	EXPNS SAFETY OFFICER CLASS	03/16/12	222183	64.03-
Sum							
00001 SUNBELT FIRE INC							
Sum							
00001 SUNBELT FIRE INC	99622	00122114	11003974	REPRS U#15064 FIRE DEPT	03/16/12	222185	810.00-
Sum							
00001 THE TAVERN (REFUND)							
Sum							
00001 THE TAVERN (REFUND)	PRIVILEGE TA	02012321	11004114	PRIVILEGE TAX REFUND	03/16/12	222189	9.90-
Sum							
00001 THYSSENKRUPP ELEVATOR CO							
Sum							
00001 THYSSENKRUPP ELEVATOR CO	181997	00122180	11003866	MAINT 3/12 PINE ST GARAGE	03/16/12	222192	410.45-
Sum							
00001 TRACTOR SUPPLY							
Sum							
00001 TRACTOR SUPPLY	200075896	00121409	11003975	AIR HOSE-SHOP	03/16/12	222194	289.95-
Sum							
00001 TRUCK SERVICE & EQUIPMEN							
Sum							
00001 TRUCK SERVICE & EQUIPMEN	305805	00122067	11003761	ALIGNMENT U#11353 FIRE DEPT	03/16/12	222195	269.17-
00001 TRUCK SERVICE & EQUIPMEN	305507	00121550	11003823	REPR PTS U#7869 STREET	03/16/12	222195	376.19-
00001 TRUCK SERVICE & EQUIPMEN	305591	00121464	11003938	REPRS U#9681 STREET	03/16/12	222195	3,994.66-
00001 TRUCK SERVICE & EQUIPMEN	305881	00121748	11003958	REPRS U#9681 SANIT	03/16/12	222195	291.47-
Sum							
00001 TRUCK SERVICE & EQUIPMEN							
Sum							
00001 TRUCKPRO INC							
Sum							
00001 TRUCKPRO INC	039-0489202	00120580	11004034	BRAKE REPR PTS SANIT STOCK	03/16/12	222196	803.27-
00001 TRUCKPRO INC	039-0490937	00121135	11004035	BRAKE REPR PTS SANIT STOCK	03/16/12	222196	961.04-
00001 TRUCKPRO INC	039-0493810	00122116	11004036	BRAKE REPR PTS SANIT STOCK	03/16/12	222196	804.06-
00001 TRUCKPRO INC	039-0494009	00122116	11004037	BRAKE REPR PTS SANIT STOCK	03/16/12	222196	1,150.02-
00001 TRUCKPRO INC	039-0489236	00120580	11004038	CORE CREDIT	03/16/12	222196	64.00
00001 TRUCKPRO INC	039-0491003	00121135	11004039	CORE CREDIT	03/16/12	222196	64.00
00001 TRUCKPRO INC	039-0494083	00122116	11004040	CORE CREDIT	03/16/12	222196	120.00
Sum							
00001 TRUSTMARK BUSINESS CARD							
Sum							
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004121	FUEL 2/12/12 MORTON,MS	03/16/12	222197	20.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004122	FOOD-MEET 2/15/12 BIRMINGHAM	03/16/12	222197	13.81-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004123	FUEL-MARDI GRAS-BAY ST. LOUIS	03/16/12	222197	25.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004124	FUEL-REFIL 2/19/12	03/16/12	222197	35.01-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004125	HOTEL 2/14-17 BIRMINGHAM	03/16/12	222197	678.60-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004126	REG-NLC 3/10-14 WASHINGTON	03/16/12	222197	445.00-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004127	FUEL 2/29/12	03/16/12	222197	25.06-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00122441	11004128	FINANCE CHARGE	03/16/12	222197	33.80-
Sum							
00001 TRUSTMARK BUSINESS CARD							
Sum							
00001 TRUSTMARK BUSINESS CARD							
Sum							

1,276.28-

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00001 TRUSTMARK NATIONAL BANK/ Sum	18143/284011	02012296	11003790	GARBAGE CAN LEASE DUE 3/29	03/01/12	15512	23,186.40-
00001 U A L (BAD CK & REFUNDS) U A L (BAD CK & REFUNDS) Sum	PRIVILEGE TA 02012321	11004118	PRIVILEGE TAX REFUND	03/16/12	222198		23,186.40-
							35.00-
00001 U S GEOLOGICAL SURVEY U S GEOLOGICAL SURVEY Sum	90073156	00122425	11004140	MONITOR BOULE RVR 10/10-9/11	03/16/12	222199	25,360.00-
							25,360.00-
00001 UNDERWOOD'S SMALL ENGINE Sum	9247999	00122470	11004181	MOWER REPR FIRE DEPT	03/16/12	222201	219.00-
							219.00-
00001 UNITED FENCE COMPANY Sum	00014522	00121928	11003789	FENCE REPR CEMETERY	03/16/12	222202	192.55-
							192.55-
00001 UNIV OF MISSISSIPPI/OFFI 00001 UNIV OF MISSISSIPPI/OFFI UNIV OF MISSISSIPPI/OFFI Sum	REG-MYERS 3/ REG-SCHWANDT REG-SCHWANDT-MUN CLK CNF-HBRG	00122061 00122061	11003727 11003728	REG-MYERS-MUN CLK CONF-HBURG REG-SCHWANDT-MUN CLK CNF-HBRG	03/16/12 03/16/12	222203 222203	160.00- 160.00-
							320.00-
00001 UNIVERSITY OF MISSISSIPPI Sum	REG-BERNARDO	00122046	11003707	REG-BERNARDO-MUN CLK CNF-HBRG	03/16/12	222204	160.00-
							160.00-
00001 V F W OF THE US Sum	PARKING SPAC	00122164	11003867	PARKING SPACES 3/12	03/16/12	222205	75.00-
							75.00-
00001 VETERINARY ASSOCIATES OF Sum	8575 145076	00122319	11004050	DOG FOOD/SERVS K-9 EPO	03/16/12	222207	602.16-
							602.16-
00001 WAHL, MICHAEL Sum	TRAV ADVANCE	00122126	11003742	TRAV ADV-TRAFFIC CRASH COURSE	03/16/12	222209	1,411.70-
							1,411.70-
00001 WARREN PAVING INC Sum	10189MB	00121961	11003848	CRUSHED CONCRETE STREET	03/16/12	222213	1,663.74-
							1,663.74-
00001 WASTE MANAGEMENT OF SOUT Sum	0005230-2526	00122255	11003976	REFUSE DISPOSAL 2/16-29 SANIT	03/16/12	222214	4,808.10-
							4,808.10-

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BRACKMAN MOWER WAREHOUSE Sum							409.87-
00002 BRELAND, CAMEICA	SPORTS SRVS	02012329	11001006	SPORTS SUPPORT SERVICES	03/16/12	221900	126.00-
BRELAND, CAMEICA Sum							126.00-
00002 BROADWAY DRIVE TIRE	082379	00121735	11000953	TIRES U#8937 GRNDS MAINT	03/16/12	221901	143.64-
BROADWAY DRIVE TIRE Sum							143.64-
00002 BROWN, KIM	OFFICIAL 2/2	02012328	11000986	OFFICIAL-A/Y BASKETBALL	03/16/12	221902	272.00-
BROWN, KIM Sum							272.00-
00002 BRUMFIELD, TREVA	SPORTS SRVS	02012329	11001007	SPORTS SUPPORT SERVICES	03/16/12	221903	88.00-
BRUMFIELD, TREVA Sum							88.00-
00002 BUNCH, LATOYA L	OFFICIAL 2/2	02012328	11000987	OFFICIAL-ADULT BASKETBALL	03/16/12	221904	765.00-
BUNCH, LATOYA L Sum							765.00-
00002 CAMPER CITY OF HATTIESBU	25792	00122204	11000966	TRAILER LIGHT REPR	03/16/12	221908	50.00-
CAMPER CITY OF HATTIESBU Sum							50.00-
00002 CARQUEST AUTO PARTS STOR	2099-152661	00121896	11000919	MOTOR OIL GRNDS MAINT UNITS	03/16/12	221909	135.84-
00002 CARQUEST AUTO PARTS STOR	2099-153179	00122260	11000970	MOTOR OIL GRNDS MAINT UNITS	03/16/12	221909	135.84-
CARQUEST AUTO PARTS STOR Sum							271.68-
00002 CITY OF HATTIESBURG FUND	03/07/12	02012313	11000957	TRF 1ST 03/12 PAYROLL	03/07/12	35581	38,473.75-
CITY OF HATTIESBURG FUND Sum							38,473.75-
00002 CLARK, MALCOLM	OFFICIAL 2/2	02012328	11000988	OFFICIAL-ADULT BASKETBALL	03/16/12	221918	719.00-
CLARK, MALCOLM Sum							719.00-
00002 CLEMENTS HARDWARE	101682	00121954	11000922	FLAG POLE ROPE TATUM PARK	03/16/12	221920	35.00-
00002 CLEMENTS HARDWARE	101746	00121984	11000936	FLAG POLE REPR PTS TATUM PK	03/16/12	221920	33.75-
00002 CLEMENTS HARDWARE	101837	00122040	11000960	SPRAYERS-GRNDS MAINT	03/16/12	221920	78.70-
CLEMENTS HARDWARE Sum							147.45-
00002 COLQUITT, ARIEL	SPORTS SRVS	02012329	11001008	SPORTS SUPPORT SERVICES	03/16/12	221927	160.00-

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COLQUITT, ARIEL Sum							
00002 COLQUITT, EMMA	SPORTS SRVS	02012329	11001009	SPORTS SUPPORT SERVICES	03/16/12	221928	160.00-
COLQUITT, EMMA Sum							
00002 COMMERCIAL STATIONERY CO	326501-0	00122284	11001035	ENVELOPES-SENIOR FAIR/EASTER	03/16/12	221930	124.95-
COMMERCIAL STATIONERY CO Sum							
00002 CROWELL, IDALIS	SPORTS SRVS	02012329	11001010	SPORTS SUPPORT SERVICES	03/16/12	221938	124.95-
CROWELL, IDALIS Sum							
00002 DIXIE YOUTH BASEBALL	2011/2012 CO	00122362	11000976	2011/2012 CONTRACT	03/16/12	221946	80,000.00-
DIXIE YOUTH BASEBALL Sum							
00002 DUNMORE, JOHNATHAN	SPORTS SRVS	02012329	11001011	SPORTS SUPPORT SERVICES	03/16/12	221949	80,000.00-
DUNMORE, JOHNATHAN Sum							
00002 ELKINS WHOLESALE INC	133955-00	00122039	11000928	JANIT SUPP GRNDS MAINT	03/16/12	221953	483.00-
ELKINS WHOLESALE INC Sum							
00002 FAIRLEY, RAVEN	SPORTS SRVS	02012329	11001012	SPORTS SUPPORT SERVICES	03/16/12	221964	484.78-
FAIRLEY, RAVEN Sum							
00002 FAIRLEY, WILLIAM	SPORTS SRVS	02012329	11001013	SPORTS SUPPORT SERVICES	03/16/12	221965	112.00-
FAIRLEY, WILLIAM Sum							
00002 FASTENAL COMPANY	MSHAT137792	00121774	11000945	SPILL KITS-GRNDS/TATUM PK	03/16/12	221966	600.00-
FASTENAL COMPANY Sum							
00002 G & K SERVICES	1035241395	00122064	11000923	UNIFORMS 2/07 GRNDS MAINT	03/16/12	221985	97.07-
00002 G & K SERVICES	1035243564	00122064	11000924	UNIFORMS 2/14 GRNDS MAINT	03/16/12	221985	96.00-
00002 G & K SERVICES	1035245735	00122064	11000925	UNIFORMS 2/21 GRNDS MAINT	03/16/12	221985	96.00-
00002 G & K SERVICES	1035247908	00122064	11000926	UNIFORMS 2/28 GRNDS MAINT	03/16/12	221985	96.00-
00002 G & K SERVICES	1035241413	00122179	11000940	MATS 2/07 GRNDS MAINT	03/16/12	221985	3.50-
00002 G & K SERVICES	1035243582	00122179	11000941	MATS 2/14 GRNDS MAINT	03/16/12	221985	3.50-
00002 G & K SERVICES	1035245753	00122179	11000942	MATS 2/21 GRNDS MAINT	03/16/12	221985	3.50-
00002 G & K SERVICES	1035247926	00122179	11000943	MATS 2/28 GRNDS MAINT	03/16/12	221985	3.50-

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G & K SERVICES Sum							
00002 GEORGE'S SPORTING GOODS	4756JP		00120592	11000944 BASKETBALLS, SCOREBOOKS-REC	03/16/12	221989	398.00-
GEORGE'S SPORTING GOODS Sum							668.90-
00002 GILKEY ELECTRIC SUPPLY C	230768		00121904	11000937 RPLCMNT LIGHTS GRNDS MAINT	03/16/12	221990	343.44-
GILKEY ELECTRIC SUPPLY C Sum							343.44-
00002 GRAVES, GARY L		OFFICIAL 2/2	02012328	11000989 OFFICIAL-ADULT BASKETBALL	03/16/12	221994	408.00-
GRAVES, GARY L Sum							408.00-
00002 GREEN FOREST NURSERY INC	18533		00122013	11000920 RPLCMNT PLANTS DARBY ST PROJ	03/16/12	221996	495.00-
00002 GREEN FOREST NURSERY INC	18573		00122194	11000961 OAKS/CREPE MYRTLES-TATUM PK	03/16/12	221996	1,380.00-
GREEN FOREST NURSERY INC Sum							1,875.00-
00002 GRIFFIN, GABRIEL		OFFICIAL 2/2	02012328	11000990 OFFICIAL-ADULT BASKETBALL	03/16/12	221997	544.00-
GRIFFIN, GABRIEL Sum							544.00-
00002 H'BURG ARTS COUNCIL		2011/2012	CO 00122310	11000968 2011/2012 CONTRACT	03/16/12	222000	6,000.00-
H'BURG ARTS COUNCIL Sum							6,000.00-
00002 H'BURG LITTLE LEAGUE		2011/2012	CO 00122308	11000969 2011/2012 CONTRACT	03/16/12	222002	14,284.00-
H'BURG LITTLE LEAGUE Sum							14,284.00-
00002 HANKINS, MARTIN		OFFICIAL 2/2	02012328	11000991 OFFICIAL-ADULT BASKETBALL	03/16/12	222007	153.00-
HANKINS, MARTIN Sum							153.00-
00002 HATTIESBURG CONVENTION C		KPZ CONTRACT	00122160	11000933 KPZ CONTRACT PYMT 2/12	03/16/12	222008	60,483.00-
HATTIESBURG CONVENTION C Sum							60,483.00-
00002 HAYES, CADECIA		SPORTS SRVS	02012329	11001014 SPORTS SUPPORT SERVICES	03/16/12	222009	126.00-
HAYES, CADECIA Sum							126.00-
00002 HINES, ERIC		OFFICIAL 2/2	02012328	11000992 OFFICIAL-ADULT BASKETBALL	03/16/12	222012	51.00-

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HINES, ERIC Sum							51.00-
00002 IRBY, STUART C CO	S006562791.0	00121880	11000946	ELEC SUPP-LIGHTS-GRNDS SHOP	03/16/12	222025	51.66-
00002 IRBY, STUART C CO	S006549841.0	00121739	11000955	ELEC SUPP-LIGHTS-TATUM TENNIS	03/16/12	222025	102.84-
00002 IRBY, STUART C CO	S006561663.0	00121852	11000979	ELEC SUPP BALLFIELD LIGHTS	03/16/12	222025	720.09-
00002 IRBY, STUART C CO	S006575915.0	00122066	11000981	ELEC SUPP-LIGHTS-BALLFIELDS	03/16/12	222025	203.40-
IRBY, STUART C CO Sum							1,077.99-
00002 JONES, SUSIE	SENIOR CTR C	00122063	11000916	SIGLER CENTER COORDINATOR	03/01/12	35562	1,000.00-
00002 JONES, SUSIE	SENIOR CNTR	00122472	11001036	SENIOR CNTR PROGRAM COORD	03/16/12	222030	1,000.00-
JONES, SUSIE Sum							2,000.00-
00002 KEATON CHRISTOPHER	OFFICIAL 2/2	02012328	11000993	OFFICIAL-ADULT BASKETBALL	03/16/12	222033	697.00-
KEATON CHRISTOPHER Sum							697.00-
00002 KELLY, KEITH	OFFICIAL 2/2	02012328	11000994	OFFICIAL-ADULT BASKETBALL	03/16/12	222034	391.00-
KELLY, KEITH Sum							391.00-
00002 KETTLEY, VERONICA	SPORTS SRVS	02012329	11001015	SPORTS SUPPORT SERVICES	03/16/12	222036	49.00-
KETTLEY, VERONICA Sum							49.00-
00002 KEYS, ANTHONY	SPORTS SRVS	02012329	11001016	SPORTS SUPPORT SERVICES	03/16/12	222037	168.00-
KEYS, ANTHONY Sum							168.00-
00002 KEYS, MECHEKA	SPORTS SRVS	02012329	11001017	SPORTS SUPPORT SERVICES	03/16/12	222038	350.00-
KEYS, MECHEKA Sum							350.00-
00002 KINSEY WELDING	4724	00121760	11000974	ROAD SERV WELD SOCCER GOAL	03/16/12	222042	150.00-
KINSEY WELDING Sum							150.00-
00002 KIRKSEY, JOHNATHAN	OFFICIAL 2/2	02012328	11000995	OFFICIAL-ADULT BASKETBALL	03/16/12	222043	374.00-
KIRKSEY, JOHNATHAN Sum							374.00-
00002 KIRKSEY, NANCY JONES	SPORTS SRVS	02012329	11001018	SPORTS SUPPORT SERVICES	03/16/12	222044	340.00-
KIRKSEY, NANCY JONES Sum							340.00-

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00002 LOCKE, JACKIE W Sum	OFFICIAL 2/2	02012328	11000996	OFFICIAL-ADULT BASKETBALL	03/16/12	222053	429.00-
00002 M M C MATERIALS INC 00002 M M C MATERIALS INC Sum	187906 187906(B)	00121470 00122159	11000934 11000935	CONCRETE TATUM BASEBALL ADDL AMT DUE PO#121470	03/16/12 03/16/12	222056 222056	429.00- 354.00- 22.13-
M M C MATERIALS INC Sum							376.13-
00002 MCELHANEY PLUMBING INC Sum	194280A	00122035	11000978	PLUMB SUPP TATUM PK RESTROOM	03/16/12	222062	187.75-
00002 MCNAIR, EVELENE Sum	OFFICIAL 2/2	00212328	11000997	OFFICIAL-ADULT BASKETBALL	03/16/12	222064	187.75- 595.00-
00002 MCPHAIL, HOWARD F Sum	SPORTS SRVS	02012329	11001019	SPORTS SUPPORT SERVICES	03/16/12	222065	595.00- 460.00-
00002 MIKE'S TIRE & WHEEL CO 00002 MIKE'S TIRE & WHEEL CO 00002 MIKE'S TIRE & WHEEL CO Sum	2158470 2158844 2159001	00121541 00122086 00122280	11000917 11000930 11000972	TIRE/BAL U#11961 GRNDS MAINT TIRES U#17714 GRNDS MAINT RPLCMNT TIRE U#17214	03/16/12 03/16/12 03/16/12	222068 222068 222068	483.59- 184.95- 226.46- 72.18-
00002 MILLER, LLOYD M 00002 MILLER, LLOYD M Sum	03/08/12 OFFICIAL 2/2	02012318 02012328	11000959 11000998	OFFICIAL 2/13-24/12 OFFICIAL-ADULT BASKETBALL	03/08/12 03/16/12	35584 222069	289.00- 578.00-
00002 MITCHELL TOOL SALES & SE Sum		00122162	11000962	PRESSURE WASHERS GRNDS CREWS	03/16/12	222072	867.00- 119.98-
00002 MS GRASS NURSERY Sum	22997	00122124	11000929	GRASS SOD-DARBY ST PROJECT	03/16/12	222083	163.00- 163.00-
00002 MS POWER COMPANY Sum	3/12 PKS/REC	00201211	11000983	MONTHLY ELEC-PARKS & REC	03/16/12	222085	163.00- 6,183.21-
00002 N & H ELECTRONIC DISTRIB Sum	096045	00121602	11000927	CORDLESS PHONE SENIOR CENTER	03/16/12	222090	6,183.21- 45.00-

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Sum							45.00-
00002 NAPA AUTO PARTS	462211	00121745	11000950	REPR PTS U#8937 GRNDS MAINT	03/16/12	222093	118.26-
00002 NAPA AUTO PARTS	462471	00120634	11000951	REPR PTS U#11961 GRNDS MAINT	03/16/12	222093	563.04-
00002 NAPA AUTO PARTS	462193	00121914	11000952	REPR PTS U#8937 GRNDS MAINT	03/16/12	222093	21.99-
NAPA AUTO PARTS							703.29-
Sum							410.00-
00002 PACE ROOFING	1423	00122150	11000973	ROOF REPR JC PK PRESSBOX	03/16/12	222108	410.00-
PACE ROOFING							410.00-
Sum							11,561.23-
00002 PATE, JERRY TURF & IRRIG	11583684	00121365	11000977	TORO SAND PRO-BALLFIELDS	03/16/12	222111	11,561.23-
PATE, JERRY TURF & IRRIG							11,561.23-
Sum							315.00-
00002 PETERSON, DEION		SPORTS SRVS	02012329	11001020 SPORTS SUPPORT SERVICES	03/16/12	222118	315.00-
PETERSON, DEION							315.00-
Sum							315.00-
00002 PETERSON, MICHAEL		SPORTS SRVS	02012329	11001021 SPORTS SUPPORT SERVICES	03/16/12	222119	315.00-
PETERSON, MICHAEL							315.00-
Sum							199.10-
00002 PIONEER MANUFACTURING CO	INV433760	00122099	11000964	PAINT MACHINE PTS-BALLFIELDS	03/16/12	222126	199.10-
PIONEER MANUFACTURING CO							199.10-
Sum							112.00-
00002 POWELL, OCTAVIA		SPORTS SRVS	02012329	11001022 SPORTS SUPPORT SERVICES	03/16/12	222133	112.00-
POWELL, OCTAVIA							112.00-
Sum							119.00-
00002 POWELL, RANDY		OFFICIAL 2/2	02012328	11000999 OFFICIAL-ADULT BASKETBALL	03/16/12	222134	119.00-
00002 POWELL, RANDY		SPORTS SRVS	02012329	11001023 SPORTS SUPPORT SERVICES	03/16/12	222134	441.00-
POWELL, RANDY							560.00-
Sum							609.00-
00002 RAWLS, TANISHA		SPORTS SRVS	02012329	11001024 SPORTS SUPPORT SERVICES	03/16/12	222145	609.00-
RAWLS, TANISHA							609.00-
Sum							289.00-
00002 RICE, AL		OFFICIAL 2/2	02012328	11001000 OFFICIAL-ADULT BASKETBALL	03/16/12	222147	289.00-
RICE, AL							289.00-
Sum							459.00-
00002 ROBINSON, MARVIN		OFFICIAL 2/2	02012328	11001001 OFFICIAL-ADULT BASKETBALL	03/16/12	222151	459.00-

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ROBINSON, MARVIN Sum							459.00-
00002 ROBINSON, RODERICK	SPORTS SRVS	02012329	11001025	SPORTS SUPPORT SERVICES	03/16/12	222152	294.00-
ROBINSON, RODERICK Sum							294.00-
00002 ROGERS, JARVIS	SPORTS SRVS	02012329	11001026	SPORTS SUPPORT SERVICES	03/16/12	222153	476.00-
ROGERS, JARVIS Sum							476.00-
00002 RUSSELL, CLIFTON	SPORTS SRVS	02012329	11001027	SPORTS SUPPORT SERVICES	03/16/12	222156	70.00-
RUSSELL, CLIFTON Sum							70.00-
00002 SANFORD, JOHN L JR INC		42418	00122322	11001033 BALLFIELD DIRT TIMBERTON	03/16/12	222159	320.00-
SANFORD, JOHN L JR INC Sum							320.00-
00002 SIMPSON, ARTIS	SPORTS SRVS	02012329	11001028	SPORTS SUPPORT SERVICES	03/16/12	222168	406.00-
SIMPSON, ARTIS Sum							406.00-
00002 SIMPSON, ERICA	SPORTS SRVS	02012329	11001029	SPORTS SUPPORT SERVICES	03/16/12	222169	91.00-
SIMPSON, ERICA Sum							91.00-
00002 SMITH, ARETHA	OFFICIAL 2/2	02012328	11001002	OFFICIAL-ADULT BASKETBALL	03/16/12	222170	119.00-
SMITH, ARETHA Sum							119.00-
00002 STANDARD OFFICE SUPPLY C	0021892-001	00121856	11000918	COPIER TONER GRNDS MAINT	03/16/12	222182	359.98-
00002 STANDARD OFFICE SUPPLY C	0021897-001	00121486	11000932	CONF TABLE/CHAIRS DR.TERRELL	03/16/12	222182	1,301.00-
00002 STANDARD OFFICE SUPPLY C	0022262-001	00122152	11000963	FILE FOLDERS GRNDS OFFICE	03/16/12	222182	53.16-
STANDARD OFFICE SUPPLY C Sum							1,714.14-
00002 TERRELL, WINSTON	OFFICIAL 2/2	02012328	11001003	OFFICIAL-ADULT BASKETBALL	03/16/12	222186	493.00-
TERRELL, WINSTON Sum							493.00-
00002 THOMAS SIGNS		228	00121983	11000975 FLD DISTANCE SIGNS-TATUM SB	03/16/12	222190	680.00-
THOMAS SIGNS Sum							680.00-
00002 THOMPSON, BRISON	SPORTS SRVS	02012329	11001030	SPORTS SUPPORT SERVICES	03/16/12	222191	154.00-

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THOMPSON, BRISON Sum							154.00-
00002 UNITED FENCE COMPANY Sum	00014536	00120884	11000958	BACKSTOP EXTENSION TIMBERTON	03/16/12	222202	18,000.72-
00002 VARNADO, UNDR Sum							18,000.72-
							441.00-
00002 VINCENT, CALVIN JR Sum							441.00-
							640.00-
00002 WATER FLOW PRODUCTIONS I Sum							640.00-
							560.00-
00002 WELLS, ZANE Sum							560.00-
							136.00-
00002 WILLMUT GAS & OIL COMPAN Sum							136.00-
							429.12-
WILLMUT GAS & OIL COMPAN Sum							429.12-
Sum							429.12-
Sum							269,567.73-

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HATT.MUNICIPAL FIRE PROTECTION	402564	00121893	11000028	FIREFIGHTER HELMETS	03/16/12	221956	1,808.90-
00005 EMERGENCY EQUIPMENT PROF							1,808.90-
EMERGENCY EQUIPMENT PROF							1,808.90-
Sum							1,808.90-
00005 TRUSTMARK NATIONAL BANK/	#00028401107	02012319	11000029	FIRE TRUCK LEASE NOTE #33523	03/08/12	21576	14,340.60-
TRUSTMARK NATIONAL BANK/							14,340.60-
Sum							16,149.50-
Sum							16,149.50-

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PAYROLL FUND							
00006 UNITED HEALTHCARE INS CO	03/01/12	02012111	11000290	PREMIUM DUE 02/2012 COVERAGE	03/01/12	15498	3,393.12-
UNITED HEALTHCARE INS CO							
Sum							3,393.12-
Sum							3,393.12-

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WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	123562	00122248	11000824	AXLE REPR U#11096 SEWER	03/16/12	221851	1,230.00-
AAMCO TRANS/AUTOMOTIVE S							1,230.00-
Sum							
00009 ACTION GRAPHICS	PO#121806 2/	00121806	11000785	AUTO DRAFT AUTHORIZATION FRMS	03/16/12	221853	110.00-
ACTION GRAPHICS							110.00-
Sum							
00009 ADVANCED JANITORIAL SERV	20071 WTR OF	00122071	11000783	SERVS 2/12 WATER OFFICE	03/16/12	221856	495.00-
ADVANCED JANITORIAL SERV							495.00-
Sum							
00009 BLOSSMAN GAS INC	326254	00122352	11000827	PROPANE-FORKLIFT-PLANT	03/16/12	221889	26.00-
BLOSSMAN GAS INC							26.00-
Sum							
00009 BONNER ANALYTICAL TESTIN	48960	00122148	11000793	COLIFORM 2/16 VARI STS/S LAGN	03/16/12	221894	298.75-
00009 BONNER ANALYTICAL TESTIN	48979	00122148	11000794	NPDES MONITORING 2/12	03/16/12	221894	885.82-
00009 BONNER ANALYTICAL TESTIN	49029	00122349	11000823	BOIL WTR SAMPLES 21ST/FRANCIS	03/16/12	221894	400.00-
BONNER ANALYTICAL TESTIN							
Sum							1,584.57-
00009 CENTRAL PIPE SUPPLY INC	R64100	00121909	11000791	PLUMB SUPP-TRANS	03/16/12	221912	375.54-
00009 CENTRAL PIPE SUPPLY INC	R64762	00122232	11000825	METER GASKETS TRANS	03/16/12	221912	45.00-
00009 CENTRAL PIPE SUPPLY INC	R64763	00122231	11000826	WATER METERS TRANS	03/16/12	221912	885.00-
00009 CENTRAL PIPE SUPPLY INC	R64761	00122230	11000829	PIPE SUPP SEWER DEPT	03/16/12	221912	513.30-
CENTRAL PIPE SUPPLY INC							
Sum							1,818.84-
00009 CERTIFIED LABORATORIES	650026	00121430	11000801	CHEMICALS-SEWER/LAGOON	03/16/12	221913	22,397.25-
CERTIFIED LABORATORIES							22,397.25-
Sum							
00009 CITY OF HATTIESBURG FUND	03/07/12	02012313	11000813	TRF 1ST 03/12 PAYROLL	03/07/12	21575	65,041.88-
CITY OF HATTIESBURG FUND							65,041.88-
Sum							
00009 COAST CHLORINATOR & PUMP	56412	00121287	11000804	BARRIER OIL LGN CHLOR-A-VAC	03/16/12	221923	65,041.88-
COAST CHLORINATOR & PUMP							282.00-
Sum							
00009 COBURN'S SUPPLY CO INC	604649237	00121951	11000819	PLUMB SUPP-TRANS	03/16/12	221925	291.84-
COBURN'S SUPPLY CO INC							291.84-
Sum							
00009 COVINGTON SALES & SERVIC	57440	00122060	11000821	REPR PTS SEWER STOCK	03/16/12	221934	727.28-
COVINGTON SALES & SERVIC							727.28-
Sum							

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COVINGTON SALES & SERVICE Sum							727.28-
00009 CUMMINS MID SOUTH LLC	005-5590	00119960	11000788	GENERATOR REPR PTS-PLANT	03/16/12	221939	37,018.00-
00009 CUMMINS MID SOUTH LLC	010-5828	00121483	11000795	SERV CALL GENERATOR PLT #2	03/16/12	221939	1,295.00-
00009 CUMMINS MID SOUTH LLC	010-6281	00122144	11000820	GENERATOR REPR PLT #2	03/16/12	221939	5,529.45-
CUMMINS MID SOUTH LLC Sum							43,842.45-
00009 D P C ENTERPRISES LP	21200334-12	00121593	11000790	CHEMICALS-LAGOON	03/16/12	221942	3,492.00-
00009 D P C ENTERPRISES LP	21200409-12	00121902	11000822	CHEMICALS-LAGOON	03/16/12	221942	2,619.00-
D P C ENTERPRISES LP Sum							6,111.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00122072	11000784	SEWER BILLING REPORT 1/12	03/16/12	221945	219.60-
DIXIE COMMUNITY UTILITY Sum							219.60-
00009 EMPIRE TRUCK SALES (H'BU	RE006014177:	00122052	11000816	REPRS U#13176 SEWER	03/16/12	221958	780.03-
EMPIRE TRUCK SALES (H'BU Sum							780.03-
00009 FASTENAL COMPANY	MSHAT138203	00121949	11000833	SCRATCH BRUSH STEEL-PLANT	03/16/12	221966	43.06-
FASTENAL COMPANY Sum							43.06-
00009 FERGUSON WATERWORKS #257	1063188	00121910	11000805	PLUMB SUPP-TRANS STOCK	03/16/12	221970	1,058.34-
FERGUSON WATERWORKS #257 Sum							1,058.34-
00009 H'BURG HYDRAULICS INC	46280	00120107	11000789	REPR PTS U#10811 SEWER	03/16/12	222001	55.76-
H'BURG HYDRAULICS INC Sum							55.76-
00009 INDOFF INC	2040710	00121863	11000806	OFFICE SUPP-PLANT	03/16/12	222020	69.27-
INDOFF INC Sum							69.27-
00009 IRBY, STUART C CO	S006543955.0	00121641	11000828	ELEC SUPP PLT #2	03/16/12	222025	178.00-
IRBY, STUART C CO Sum							178.00-
00009 LOWE'S OF HATTIESBURG IN	935592	00121478	11000799	GRIP/GRAB PAPER STICKS-PLANT	03/16/12	222054	71.92-
LOWE'S OF HATTIESBURG IN Sum							71.92-

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MCMULLAN EQUIPMENT CO Sum	00009 MCMULLAN EQUIPMENT CO 139838P	00121734	11000802	REPR PTS U#12605 SEWER	03/16/12	222063	63.78-
MIKE'S TIRE & WHEEL CO Sum	00009 MIKE'S TIRE & WHEEL CO 2158836	00122057	11000792	TIRES VARI TRANS/PLT UNITS	03/16/12	222068	2,097.11-
MS POWER COMPANY Sum	00009 MS POWER COMPANY 3/12 W&SO&M	00201211	11000834	MONTHLY ELEC-W&SO&M	03/16/12	222085	57,986.61-
MS RURAL WATER ASSN Sum	00009 MS RURAL WATER ASSN MERSHP-BOU TW	00122240	11000815	MERSHP RNWL-BOU TWELL	03/16/12	222086	400.00-
NAPA AUTO PARTS Sum	00009 NAPA AUTO PARTS 462208 00009 NAPA AUTO PARTS 462205 00009 NAPA AUTO PARTS 462198 00009 NAPA AUTO PARTS 461816	00121746 00121746 00121555 00121741	11000808 11000809 11000810 11000811	REPR PTS U#15232 PLANT REPR PTS U#10381 SEWER REPR PTS U#15667 TRANS REPR PTS U#10381 SEWER	03/16/12 03/16/12 03/16/12 03/16/12	222093 222093 222093 222093	16.73- 14.86- 50.42- 800.56-
NORDAN SMITH WELDING SUP Sum	00009 NORDAN SMITH WELDING SUP 1088726 W&SO	00122209	11000807	CYL RENT 2/12 SEWER	03/16/12	222099	39.00-
OWENS BUSINESS MACHINES Sum	00009 OWENS BUSINESS MACHINES 231970	00122241	11000814	COPIER MAINT 3/12-2/13 PLANT	03/16/12	222107	525.00-
PEARL RIVER VALLEY EPA Sum	00009 PEARL RIVER VALLEY EPA 3/12 W&SO&M	00201211	11000832	MONTHLY 3/12 PUBLIC SERVICES	03/16/12	222115	6,435.11-
PINE BELT INDUSTRIAL SUP Sum	00009 PINE BELT INDUSTRIAL SUP 4100074-02	00121435	11000803	PUMP EQUIP PTS SOUTH LAGOON	03/16/12	222122	828.36-
POWER PLUS INC Sum	00009 POWER PLUS INC 1608	00121476	11000787	WEEDEATER REPR PTS-PLANT	03/16/12	222135	212.31-
PUMP AND CONTROL SERVICE Sum	00009 PUMP AND CONTROL SERVICE 389 00009 PUMP AND CONTROL SERVICE 390	00121948 00122134	11000797 11000812	MAINT/REPRS S LAGOON 2/21-24 MAINT/REPRS S LAGOON 2/27-3/1	03/16/12 03/16/12	222142 222142	3,200.00- 3,200.00-

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Sum							6,400.00-
00009 PURVIS AUTO COLLISION	2450	00122053	11000817	ALIGNMENT U#10381 LAGOON	03/16/12	222143	42.00-
PURVIS AUTO COLLISION							42.00-
Sum							42.00-
00009 RYAN MOTORS INC	190754	00121916	11000786	REPR PTS U#9222 TRANS	03/16/12	222157	85.30-
RYAN MOTORS INC							85.30-
Sum							85.30-
00009 SCHWANDT, MARILYN T	PETTY CASH 2	00122323	11000818	PETTY CASH CUST ACCTS	03/16/12	222161	.49-
SCHWANDT, MARILYN T							.49-
Sum							.49-
00009 SOUTHERN GAS & SUPPLY OF	30313797	00121558	11000796	SAFETY VESTS SEWER DEPT	03/16/12	222172	62.02-
SOUTHERN GAS & SUPPLY OF							62.02-
Sum							62.02-
00009 SOUTHERN PINE ELECTRIC P	3/12 W&SO&M	00201211	11000831	MONTHLY 3/12 PUBLIC SERVICES	03/16/12	222174	953.26-
SOUTHERN PINE ELECTRIC P							953.26-
Sum							953.26-
00009 THE SPECTRUM GROUP INC	4803	00121027	11000798	DATA PROCESS EQUIP LAGOON	03/16/12	222188	2,412.21-
THE SPECTRUM GROUP INC							2,412.21-
Sum							2,412.21-
00009 U S POSTMASTER-POSTAGE (	PERMIT#213 3	00122166	11000800	POSTAGE 3/12 WATER OFFICE	03/16/12	222200	3,500.00-
U S POSTMASTER-POSTAGE (							3,500.00-
Sum							3,500.00-
00009 WILLMUT GAS & OIL COMPAN	3/12 W&SO&M	00201211	11000830	MONTHLY GAS-W&SO&M	03/16/12	222224	976.27-
WILLMUT GAS & OIL COMPAN							976.27-
Sum							976.27-
Sum							230,335.49-

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56,321.88-

56,321.88-

56,321.88-

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WATER & SEWER FUND							
00011 B'S UNIFORMS	METER DEP RF 02012322		11000543	METER DEPOSIT REFUND	03/16/12	221877	22.01-
00011 B'S UNIFORMS	METER DEP RF 02012322		11000544	METER DEPOSIT REFUND	03/16/12	221878	22.01-
B'S UNIFORMS							
Sum							44.02-
00011 BEARD, HOWARD							
BEARD, HOWARD							
Sum							66.50-
00011 BEARDEN, RUSSELL N							
BEARDEN, RUSSELL N							
Sum							40.65-
00011 BERRY, DEBRA C							
BERRY, DEBRA C							
Sum							.46-
00011 BEST REALTY 1707							
BEST REALTY 1707							
Sum							40.65-
00011 BRACKET, SHANNON M							
BRACKET, SHANNON M							
Sum							75.00-
00011 CAIN, DEBRA							
CAIN, DEBRA							
Sum							75.00-
00011 CHIP HILL COMPANY							
CHIP HILL COMPANY							
Sum							40.00-
00011 CITY OF HATTIESBURG FUND							
CITY OF HATTIESBURG FUND							
Sum							267,093.32-
00011 COHEA, LACEY N							
COHEA, LACEY N							
Sum							1.74-
00011 COOLEY, KENNETH W							
COOLEY, KENNETH W							
Sum							40.65-

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00011 COX, CRYSTAL D Sum	METER DEP RF 02012322	11000559	METER DEPOSIT REFUND	03/16/12	221935	40.65-	
COX, CRYSTAL D						40.65-	
00011 DEL PRADO, IVAN Sum	METER DEP RF 02012322	11000568	METER DEPOSIT REFUND	03/16/12	221944	38.68-	
DEL PRADO, IVAN						38.68-	
00011 ENGLE, JASON C Sum	METER DEP RF 02012322	11000571	METER DEPOSIT REFUND	03/16/12	221959	40.65-	
ENGLE, JASON C						40.65-	
00011 FORTENBERRY, CHRISTINA Sum	METER DEP RF 02012322	11000552	METER DEPOSIT REFUND	03/16/12	221978	6.30-	
FORTENBERRY, CHRISTINA						6.30-	
00011 GOMGALEZ JACQUELINE Sum	METER DEP RF 02012322	11000561	METER DEPOSIT REFUND	03/16/12	221993	40.65-	
GOMGALEZ JACQUELINE						40.65-	
00011 HALLMAN PROPERTY MGMT Sum	METER DEP RF 02012322	11000558	METER DEPOSIT REFUND	03/16/12	222004	40.65-	
HALLMAN PROPERTY MGMT						40.65-	
00011 HAMMOND, NICHOLAS Sum	METER DEP RF 02012322	11000572	METER DEPOSIT REFUND	03/16/12	222006	36.95-	
HAMMOND, NICHOLAS						36.95-	
00011 HOGAN, SHANE Sum	METER DEP RF 02012322	11000574	METER DEPOSIT REFUND	03/16/12	222014	2.08-	
HOGAN, SHANE						2.08-	
00011 HOME SELLING TEAM, THE L Sum	METER DEP RF 02012322	11000551	METER DEPOSIT REFUND	03/16/12	222015	40.65-	
HOME SELLING TEAM, THE L						40.65-	
00011 HUB CITY PHYSICAL THERAP Sum	METER DEP RF 02012285	11000533	METER DEPOSIT REFUND	03/16/12	222016	57.01-	
HUB CITY PHYSICAL THERAP						57.01-	
00011 JORDAN, SANDRA M Sum	METER DEP RF 02012285	11000529	METER DEPOSIT REFUND	03/16/12	222032	6.30-	
JORDAN, SANDRA M						6.30-	
00011 KIMBELL, JERRY	METER DEP RF 02012322	11000567	METER DEPOSIT REFUND	03/16/12	222040	21.39-	

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KIMBRELL, JERRY Sum							21.39-
00011 KINGS BEAUTY	METER DEP RF 02012322	11000547	METER DEPOSIT REFUND	03/16/12	222041	32.01-	
KINGS BEAUTY Sum							32.01-
00011 LAKEVIEW DESIGN	METER DEP RF 02012285	11000534	METER DEPOSIT REFUND	03/16/12	222047	40.65-	
LAKEVIEW DESIGN Sum							40.65-
00011 LEWIS, PAUL	METER DEP RF 02012322	11000548	METER DEPOSIT REFUND	03/16/12	222051	6.30-	
LEWIS, PAUL Sum							6.30-
00011 MASON, DANNY	METER DEP RF 02012322	11000565	METER DEPOSIT REFUND	03/16/12	222057	40.65-	
MASON, DANNY Sum							40.65-
00011 MATEER, CHARLES	METER DEP RF 02012322	11000562	METER DEPOSIT REFUND	03/16/12	222058	40.65-	
MATEER, CHARLES Sum							40.65-
00011 NICHOLS, DYLAN Z	METER DEP RF 02012322	11000563	METER DEPOSIT REFUND	03/16/12	222097	75.00-	
NICHOLS, DYLAN Z Sum							75.00-
00011 OCONNELL, SHERI	METER DEP RF 02012322	11000541	METER DEPOSIT REFUND	03/16/12	222103	75.00-	
OCONNELL, SHERI Sum							75.00-
00011 OTT, DAVID M	METER DEP RF 02012322	11000539	METER DEPOSIT REFUND	03/16/12	222105	75.00-	
OTT, DAVID M Sum							75.00-
00011 PATTERSON, KELLY	METER DEP RF 02012322	11000546	METER DEPOSIT REFUND	03/16/12	222113	40.65-	
PATTERSON, KELLY Sum							40.65-
00011 PETTY, DAWNA	METER DEP RF 02012322	11000560	METER DEPOSIT REFUND	03/16/12	222120	31.85-	
PETTY, DAWNA Sum							31.85-
00011 PHILPOT, PAUL	METER DEP RF 02012322	11000545	METER DEPOSIT REFUND	03/16/12	222121	5.65-	
PHILPOT, PAUL Sum							5.65-

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00011 PITTMAN, JOHN F Sum	METER DEP RF 02012285	11000531	METER DEPOSIT REFUND	03/16/12	222128	39.02-	
00011 PITTMAN, KANISHA M Sum	METER DEP RF 02012322	11000557	METER DEPOSIT REFUND	03/16/12	222129	6.30-	
00011 PRVO Sum	METER DEP RF 02012285	11000530	METER DEPOSIT REFUND	03/16/12	222140	40.65-	
00011 RAMIREZ, VICENTE Sum	METER DEP RF 02012285	11000528	METER DEPOSIT REFUND	03/16/12	222144	2.10-	
00011 REEVES, STORMI A Sum	METER DEP RF 02012322	11000554	METER DEPOSIT REFUND	03/16/12	222146	40.65-	
00011 ROWZEE, LARRY J JR Sum	METER DEP RF 02012322	11000569	METER DEPOSIT REFUND	03/16/12	222155	57.65-	
00011 THAGARD, CRYSTAL Sum	METER DEP RF 02012322	11000542	METER DEPOSIT REFUND	03/16/12	222187	5.65-	
00011 TOWNSEND, DAVIS W Sum	METER DEP RF 02012322	11000566	METER DEPOSIT REFUND	03/16/12	222193	40.65-	
00011 WALLACE, RALPH B Sum	METER DEP RF 02012322	11000556	METER DEPOSIT REFUND	03/16/12	222210	6.30-	
00011 WALTERS, MELANIE A Sum	METER DEP RF 02012322	11000550	METER DEPOSIT REFUND	03/16/12	222212	40.65-	
00011 WEBB, SHELLEY L Sum	METER DEP RF 02012322	11000575	METER DEPOSIT REFUND	03/16/12	222219	5.65-	
00011 WESTLEY BRELAND	METER DEP RF 02012322	11000538	METER DEPOSIT REFUND	03/16/12	222221	75.00-	

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WESLEY BRELAND Sum							75.00-
00011 WESLEY BRELAND REALTOR	METER DEP RF 02012322	11000549		METER DEPOSIT REFUND	03/16/12	222222	40.65-
WESLEY BRELAND REALTOR Sum							40.65-
00011 WHEELLESS, DUSTIN R	METER DEP RF 02012322	11000564		METER DEPOSIT REFUND	03/16/12	222223	6.30-
WHEELLESS, DUSTIN R Sum							6.30-
Sum							268,760.58-

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CITY B & I							
00013 MS STATE/DEVELOPMENT AUT	03/01/12	02012294	11000010	KOHLER CAP LOANS DUE 4/01/2012	03/01/12	15505	29,498.29-
MS STATE/DEVELOPMENT AUT							29,498.29-
Sum							29,498.29-

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POLICE FORFEITURES FUND
00019 CRIME TECH INC 1855A 00120792 11000051 CRIME SCENE SUPPLIES 03/16/12 221937 119.95-

CRIME TECH INC	Sum						119.95-
00019 FOREST CTY DIST ATTY(SE	20%	\$951.201	02012300	11000043 20% SHARE SEIZED CASH	03/16/12	221973	190.20-
00019 FOREST CTY DIST ATTY(SE	20%	\$90.2011	02012300	11000044 20% SHARE SEIZED CASH	03/16/12	221973	18.00-
00019 FOREST CTY DIST ATTY(SE	20%	\$310.201	02012300	11000045 20% SHARE SEIZED CASH	03/16/12	221973	62.00-
00019 FOREST CTY DIST ATTY(SE	20%	\$860.201	02012300	11000046 20% SHARE SEIZED CASH	03/16/12	221973	172.00-
00019 FOREST CTY DIST ATTY(SE	20%	\$772.201	02012300	11000047 20% SHARE SEIZED CASH	03/16/12	221973	154.40-
00019 FOREST CTY DIST ATTY(SE	20%	\$709.201	02012300	11000048 20% SHARE SEIZED CASH	03/16/12	221973	83.20-
00019 FOREST CTY DIST ATTY(SE	20%	\$771.201	02012300	11000049 20% SHARE SEIZED CASH	03/16/12	221973	154.20-
00019 FOREST CTY DIST ATTY(SE	20%	\$608.52	02012300	11000050 20% SHARE SEIZED CASH	03/16/12	221973	121.70-

FOREST CTY DIST ATTY(SE Sum 955.70-

Sum 1,075.65-

CITY OF HALLSBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2008 TIF B&I-LINCOLN CENTER							
00024 TRUSTMARK NATIONAL BANK/	0817-'08	LIN	02012317	11000001 AGENT FEES-'08 LINCOLN CTR	03/07/12	15521	850.00-
TRUSTMARK NATIONAL BANK/							
Sum							850.00-
Sum							850.00-

CITY OF HAVILLESBURG
DOCKET OF CLAIMS
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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	03/01/12	02012287	11000046	FEBRUARY MILLAGE DIST MARCH	03/01/12	35574	7,635,467.16-
00027 H'BURG PUBLIC SCHOOLS	03/01/12	02012287	11000047	FEBRUARY MILLAGE DIST MARCH	03/01/12	35575	817,313.04-
H'BURG PUBLIC SCHOOLS							8,452,780.20-
Sum							
00027 LIBRARY, THE	03/01/12	02012287	11000045	FEBRUARY MILLAGE DIST MARCH	03/01/12	35573	357,140.93-
00027 LIBRARY, THE	03/02/12	02012306	11000052	SPEC EXEMPTION STATE REIMB	03/02/12	35580	9,954.18-
LIBRARY, THE							367,095.11-
Sum							8,819,875.31-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND 00039 IRBY, STUART C CO IRBY, STUART C CO Sum	5006594163.0	001222292	11000020	ELEC SUPP-BEACON LIGHTS-AIRPT	03/16/12	222025	96.18-
00039 JACKSON, ROOSEVELT III JACKSON, ROOSEVELT III Sum	815536	00122155	11000019	PAINT OFFICE HANGER #1	03/16/12	222026	4,965.00- 4,965.00-
Sum							5,061.18-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	002-0070193-	02012318	11000184	TRACTOR LEASE PMT DUE 3/15/12	03/08/12	71215	1,412.41-
Sum							1,412.41-
BANCORPSOUTH EQUIPMENT F							
00072 JACKSON, BOWMAN & ARRINGTON	48914	00122397	11000187	APPRAISAL 4TH ST EXPAN PH II	03/16/12	222027	6,400.00-
Sum							6,400.00-
JACKSON, BOWMAN & ARRINGTON							
00072 NEEL-SCHAEFFER INC	01000537	00122396	11000188	SERVS 1/12 SAFE ROUTES/SCHOOL	03/16/12	222094	1,947.49-
Sum							1,947.49-
NEEL-SCHAEFFER INC							
00072 PEARL RIVER VALLEY EPA	06637	00121935	11000183	INSTALL LIGHTS LIBERTY PLACE	03/16/12	222115	293.00-
Sum							293.00-
PEARL RIVER VALLEY EPA							
00072 PITTMAN, HOWDESHELL, HINTO	HPH-8750-001	00122423	11000192	SERVS 8/11-3/12 4TH ST EXPAN	03/16/12	222130	11,768.50-
Sum							11,768.50-
PITTMAN, HOWDESHELL, HINTO							
00072 PRECISION CONSTRUCTION L	APPL#4 PED C	00122395	11000189	SERVS 1/26-2/25 SIDEWALKS	03/16/12	222136	172,523.09-
Sum							172,523.09-
PRECISION CONSTRUCTION L							
00072 SHOWS DEARMAN & WAITS IN	16831	00122387	11000185	SERVS 1/26-2/25 CURRY BLDG	03/16/12	222166	255.00-
00072 SHOWS DEARMAN & WAITS IN	16808	00122388	11000186	SERVS 1/26-2/25 SAFE ROOMS	03/16/12	222166	170.00-
00072 SHOWS DEARMAN & WAITS IN	16833	00122394	11000190	SERVS 1/26-2/25 LIT ZOO/DEPOT	03/16/12	222166	15,801.99-
00072 SHOWS DEARMAN & WAITS IN	16836	00122386	11000191	SERVS 1/26-2/25 RAIL CROSSINGS	03/16/12	222166	2,544.69-
Sum							18,771.68-
SHOWS DEARMAN & WAITS IN							
00072 WARREN PAVING INC	809426	00120656	11000182	ASPHALT PROVIDENCE STREET	03/16/12	222213	13,701.84-
Sum							13,701.84-
WARREN PAVING INC							
Sum							226,818.01-

518.73-

CITY OF HARTFORD
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 NORDAN SMITH WELDING SUP	1088726	MASS	00122209	11000264 CYL RENT 2/12 MASS TRANSIT	03/16/12	222099	21.00-
Sum							
NORDAN SMITH WELDING SUP							21.00-
00073 O'REILLY AUTO PARTS	0943-322421		00122262	11000268 BRAKE REPR PTS U#10970	03/16/12	222102	35.03-
Sum							
O'REILLY AUTO PARTS							35.03-
00073 OFFICE DEPOT INC	598956491001	00121779	11000269	LATERAL FILE	03/16/12	222104	195.42-
00073 OFFICE DEPOT INC	598956462001	00121779	11000270	OFFICE SUPPLIES	03/16/12	222104	112.16-
00073 OFFICE DEPOT INC	598956460001	00121779	11000271	COMPUTER MONITOR	03/16/12	222104	199.99-
Sum							
OFFICE DEPOT INC							507.57-
00073 OWENS BUSINESS MACHINES	231971		00122215	11000265 COPIER MAINT 3/12-2/13	03/16/12	222107	360.00-
Sum							
OWENS BUSINESS MACHINES							360.00-
00073 PATTERSON AUTO ELECTRIC	PO#121528	3/	00121528	11000273 REPR SIDE DOOR U#16759	03/16/12	222112	456.92-
Sum							
PATTERSON AUTO ELECTRIC							456.92-
Sum							
							22,473.43-

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WATER&SEWER CONSTRUCTION FUND							
00075 BONNER ANALYTICAL TESTIN	49030	00122419	11000075	DATA REQUEST LGNS 2007-2011	03/16/12	221894	1,801.25-

BONNER ANALYTICAL TESTIN							
Sum							1,801.25-

00075 CREEL CO, THE	APPL#4 JAMES	00122422	11000074	SERVS JAMES ST PLT PH II	03/16/12	221936	278,720.15-

CREEL CO, THE							
Sum							278,720.15-

00075 SHOWS DEARMAN & WAITS IN	16817	00122385	11000068	SERVS 1/26-2/25 ARCADIA WATER	03/16/12	222166	3,510.00-
00075 SHOWS DEARMAN & WAITS IN	16809	00122389	11000069	SERVS 1/25-2/25 ST DESIGNS	03/16/12	222166	2,280.00-
00075 SHOWS DEARMAN & WAITS IN	16810	00122390	11000070	SERVS 1/26-2/25 H98W FIRE LINE	03/16/12	222166	10,815.00-
00075 SHOWS DEARMAN & WAITS IN	16811	00122391	11000071	SERVS 1/26-2/25 H98W WTR TANK	03/16/12	222166	3,340.00-
00075 SHOWS DEARMAN & WAITS IN	16816	00122392	11000072	SERVS 1/26-2/25 WATER MAPS	03/16/12	222166	1,950.00-
00075 SHOWS DEARMAN & WAITS IN	16832	00122393	11000073	SERVS 1/26-2/25 JAMES ST PLT	03/16/12	222166	17,360.07-
00075 SHOWS DEARMAN & WAITS IN	16829	00122420	11000076	SERVS 1/26-2/25 WIS PAK	03/16/12	222166	10,800.48-

SHOWS DEARMAN & WAITS IN							
Sum							50,055.55-

Sum							330,576.95-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	65110633	00122045	11000226	SECURITY 3/12 CULTURAL CNTR	03/16/12	221849	89.06-
Sum							89.06-
00077 ANDERSON, CARMON (REFUND		02012324	11000235	DAMAGE DEPOSIT REFUND	03/16/12	221864	125.00-
Sum							125.00-
00077 CITY OF HATTIESBURG FUND	03/07/12	02012313	11000228	TRF 1ST 03/12 PAYROLL	03/07/12	35581	14,055.74-
CITY OF HATTIESBURG FUND							14,055.74-
Sum							14,055.74-
00077 COASTAL CONSERVATION ASS	SHERRILL CNT	02012324	11000237	DAMAGE DEPOSIT REFUND	03/16/12	221924	200.00-
Sum							200.00-
00077 DAGONS, BETTY (REFUNDS)	CE ROY CNTR	02012324	11000239	DAMAGE DEPOSIT REFUND	03/16/12	221943	100.00-
DAGONS, BETTY (REFUNDS)							100.00-
Sum							100.00-
00077 FAIRLEY, BILLY RAY	PO#122019 3/	00122019	11000232	REPR RETAINER WALL SIGLER CTR	03/16/12	221963	500.00-
FAIRLEY, BILLY RAY							500.00-
Sum							500.00-
00077 G & K SERVICES	1035241411	00122407	11000240	UNIFORMS 2/07 COMM CNTRS	03/16/12	221985	40.00-
00077 G & K SERVICES	1035243580	00122407	11000241	UNIFORMS 2/14 COMM CNTRS	03/16/12	221985	40.00-
00077 G & K SERVICES	1035245751	00122407	11000242	UNIFORMS 2/21 COMM CNTRS	03/16/12	221985	40.00-
00077 G & K SERVICES	1035247924	00122407	11000243	UNIFORMS 2/18 COMM CNTRS	03/16/12	221985	40.00-
00077 G & K SERVICES	1035250112	00122407	11000244	UNIFORMS 3/06 COMM CNTRS	03/16/12	221985	40.00-
G & K SERVICES							40.00-
Sum							200.00-
00077 GROVER BROS RESTAURANT &	180636	00122285	11000231	KITCHEN SUPP SHERRILL CNTR	03/16/12	221998	285.94-
GROVER BROS RESTAURANT &							285.94-
Sum							285.94-
00077 JONES, TONY (REFUND)	SHERRILL CNT	02012324	11000238	DAMAGE DEPOSIT REFUND	03/16/12	222031	100.00-
JONES, TONY (REFUND)							100.00-
Sum							100.00-
00077 KINSEY WELDING	4730	00122034	11000233	REPR HANDRAILS SIGLER CNTR	03/16/12	222042	325.00-
KINSEY WELDING							325.00-
Sum							325.00-
00077 MAX MULTIMEDIA & CABLING	PO#121925 2/	00121925	11000227	CHECK SOUND SYS CULTURAL CNTR	03/16/12	222060	75.00-
MAX MULTIMEDIA & CABLING							75.00-
Sum							75.00-

LIST OF PAID CLAIMS
DOCKET OF CLAIMS
PERIOD ENDING MARCH 16, 2012

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MAX MULTIMEDIA & CABLING Sum							75.00-
00077 MS POWER COMPANY	3/12	COMM CN	00201211	11000245 MONTHLY ELEC-COMM CNTRS	03/16/12	222085	5,560.46-
MS POWER COMPANY Sum							5,560.46-
00077 PACE ROOFING	1422		00122313	11000230 ROOF REPR REC CNTR	03/16/12	222108	460.00-
PACE ROOFING Sum							460.00-
00077 SCHWANDT, MARILYN T		PETTY CASH 2	00122323	11000229 PETTY CASH COMM CNTRS	03/16/12	222160	26.76-
SCHWANDT, MARILYN T Sum							26.76-
00077 SILLS, DEBORAH (REFUND)		CULTURAL CNT	02012324	11000236 DAMAGE DEPOSIT REFUND	03/16/12	222167	250.00-
SILLS, DEBORAH (REFUND) Sum							250.00-
00077 WILLMUT GAS & OIL COMPAN	3/12	COMM CN	00201211	11000234 MONTHLY GAS-COMM CNTRS	03/16/12	222224	600.31-
WILLMUT GAS & OIL COMPAN Sum							600.31-
Sum							22,953.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	03/07/12	02012313	11000155	TRF 1ST 03/12 PAYROLL	03/07/12	35582	5,793.78-
Sum							5,793.78-
00082 ELLARD, ANDREW	TRAV ADVANCE	00122341	11000159	TRAV ADV-MGMT TRNG-JACKSON	03/16/12	221954	185.13-
Sum							185.13-
00082 FEDERAL EXPRESS	7-799-49969	00122140	11000153	SERVS 2/13/12 TATE-FED/STATE	03/16/12	221968	13.49-
Sum							13.49-
00082 HISTORIC HATTIESBURG DOW	REG-ELLARD 3	00122334	11000160	REG-ELLARD-WORKSHOP 3/22/12	03/16/12	222013	12.00-
Sum							12.00-
HISTORIC HATTIESBURG DOW							
00082 HOUSING ALTERNATIVES OF	811 BOWLING	00122315	11000157	PAINT FLOORS REPAIRS	03/08/12	35586	9,000.00-
Sum							9,000.00-
HOUSING ALTERNATIVES OF							
00082 MS DEVELOPMENT AUTHORITY	RFD MONIES-1	00122316	11000156	PAY MDA RECAPTURED FUNDS	03/08/12	35585	9,083.34-
Sum							9,083.34-
MS DEVELOPMENT AUTHORITY							
00082 OFFICE DEPOT INC	598349861001	00121643	11000152	CREDIT	03/16/12	222104	89.78
Sum							89.78
OFFICE DEPOT INC							
00082 RJ YOUNG COMPANY	262952	00122138	11000154	COPY OVERAGE 11/14/11-2/14/12	03/16/12	222149	158.00-
Sum							158.00-
RJ YOUNG COMPANY							
00082 SPIRITUAL WINGS MULTIMED	2/24/12	00122314	11000158	SUPPLIES - DRAW #2	03/08/12	35587	339.95-
Sum							339.95-
SPIRITUAL WINGS MULTIMED							
Sum							24,495.91-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 AREA DEVELOPMENT PARTNER	ADM FEES 10/	00122253	11000009	ADM FEES IND PK 10/11-1/12	03/16/12	221865	1,275.00-
00087 AREA DEVELOPMENT PARTNER	QE 3/31/12 C	00122457	11000011	2ND QTR CONTRIB ECO DEVEL	03/16/12	221865	62,500.00-
AREA DEVELOPMENT PARTNER							
Sum							63,775.00-
00087 BUTLER, SNOW, O'MARA, STEVE	MATTER ID#03	00122250	11000007	LGL SERVS STION CORP PROJECT	03/16/12	221905	245.00-
BUTLER, SNOW, O'MARA, STEVE							
Sum							245.00-
00087 PARKER'S LANDSCAPE SERV		13407	00122251	11000010 LANDSCAPE MAINT 10/11 IND PK	03/16/12	222110	180.00-
PARKER'S LANDSCAPE SERV							
Sum							180.00-
00087 SEMPEN, MICHAEL J PLLC	SERVS 9/28-1	00122249	11000008	LEGAL SERVS IND PARK	03/16/12	222164	487.50-
SEMPEN, MICHAEL J PLLC							
Sum							487.50-
00087 SHOWS DEARMAN & WAITS IN		16741	00122252	11000006 SERVS 11/27-12/31/11 IND PK	03/16/12	222166	337.50-
SHOWS DEARMAN & WAITS IN							
Sum							337.50-
Sum							65,025.00-

CITY OF HARTLESDURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MDB CAPITAL PROJECT FUND							
00096 SULLIVAN ENTERPRISE INC	EST#9 FINAL	00122128	11000023	REVISED EST #9 CHAIN PARK II	03/16/12	222184	195.80-
SULLIVAN ENTERPRISE INC							
Sum							195.80-
00096 WALTERS CONSTRUCTION CO	APPL#5 CHAIN	00122367	11000024	SERVS CHAIN PARK PHASE III	03/16/12	222211	24,015.62-
WALTERS CONSTRUCTION CO							
Sum							24,015.62-
Sum							24,211.42-

CITY OF HARTLESBURG
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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	03/14/12	02012327	11000011	FOOD/BEVERAGE TAX 02/2012	03/14/12	15524	327,239.39-
H'BURG CONVENTION COMMIS							
Sum							327,239.39-
00107 H'BURG TOURISM COMMISSIO	03/14/12	02012326	11000012	MOTEL SALES TAX 02/2012	03/14/12	15525	30,189.64-
H'BURG TOURISM COMMISSIO							
Sum							30,189.64-
Sum							357,429.03-

Check
Amount

12,617,566.48-

CLAIMS DOCKET
ADDENDUM
PERIOD ENDING MARCH 16, 2012

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
78	UWS INC	1087	120575	16	PART PYMT/WATER METER REPLACEMENT	3/19/12	35592	23,175.00

TOTAL 23,175.00

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, March 20, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

I. Amendments to the March 20, 2012, Agenda

Remove Policy Agenda Item VI.-12 and Routine Agenda Item VII.-2 at the request of the Administration.