

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, March 4, 2014

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Approval of Minutes

for the February 3, 4, and 18, 2014, Council meetings.

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2014-0936

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments:Adopt Resolutions MEMO 3-4-141. 1000 Atlanta St.executed 1. 1000 Atlanta St. RES2014-252. 715 Atlanta St.executed 2. 715 Atlanta St. RES2014-263. 923 Deason Ave.executed 3. 923 Deason Ave. RES2014-274. 607 E. 2nd St.executed 4. 607 E. 2nd St. RES2014-285. 609 E. 2nd St.executed 5. 609 E. 2nd St. RES2014-296. 218 E. 3rd St.executed 6. 218 E. 3rd St. RES2014-307. 801 E. 7th St.executed 7. 801 E. 7th St. RES2014-318. 515 Mobile St.executed 8. 515 Mobile St. RES2014-329. 913 Mobile St.executed 9. 913 Mobile St. RES2014-3310. 117 Nora St.executed 10. 117 Nora St. RES2014-3411. 616 New Orleans St.executed 11. 616 New Orleans St. 2014-3512. 1427 N Main St.executed 12. 1427 N Main St. RES2014-3613. 427 Lake St.executed 13. 427 Lake St. RES2014-3714. 406 Gulfport St.executed 14. 406 Gulfport St. RES2014-3815. 312 W 4th St.executed 15. 312 W 4th St. RES2014-3916. 402 W 4th St.executed 16. 402 W 4th St. RES2014-4017. 101 W 5th St.executed 17. 101 W 5th St. RES2014-4118. 1615 W 7th St.executed 18. 1615 W 7th St. RES2014-4219. 314 B East 7th St.

executed 19. 314 B East 7th St. RES2014-43

- VI.-2** 2014-0952 Adopt Resolution requesting the Legislature of the State of Mississippi to enact certain local and private legislation.

Attachments: Resolution Local Private Legislation Sales Tax

executed Resolution Local Private Legislation Sales Tax RES2014-44

- VI.-3** 2014-0948

Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Requisition No. 3

Req 3 Payment Summary

executed 2013 Bond Requisition No. 3 RES2014-45

- VI.-4** 2014-0947

Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

Attachments: SD&W CE&I Contract Cover

SD&W CE&I Contract

exexecuted SD&W CE&I Contract

- VI.-5** 2014-0949

Approve As Built Change Order No. 1 with Hensley R. Lee Contracting, Inc. for the Priest Creek Bank Stabilization project to adjust quantities to actual, decrease the total contract amount by \$1,560.00 and increase the contract term by 21 calendar days; Authorize Mayor to execute in triplicate.

Attachments: Change Order 1

executed Change Order 1

- VI.-6** 2014-0940

Authorize Mayor to execute Agreement between the City of Hattiesburg and Airgas USA, LLC for Oxygen Cylinder Rental for the Fire Department

Attachments: 03-04-HFD Airgas Agreement

executed 03-04-HFD Airgas Agreement

VI.-7 2014-0938

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2013, though September 30, 2014. (Nunc Pro Tunc)

Attachments: Dixie Boys 2014 Contract
 Contract Attachments
 executed Dixie Boys 2014 Contract

VI.-8 2014-0941

Acknowledge receipt of Mississippi Department of Environmental Quality Nonhazardous Corrective Action Trust Fund (CATF) award in the amount of \$78,390 and authorize Mayor to execute in triplicate the Grant Agreement.

Attachments: MDEQ 2014 CATF Cooperative Agreement
 executed MDEQ 2014 CATF Cooperative Agreement

VI.-9 2014-0944

Authorize Mayor to execute Project Authorization with Allen Engineering for engineering services for Phase I Bank Stabilization: Project Planning and Design Engineering at Gordon's Creek Landfill, in the amount of \$78,390.00, funded through the MDEQ CATF program.

Attachments: CATF 2014 MDEQ Allen Eng SOW
 executed CATF 2014 MDEQ Allen Eng SOW

VI.-10 2014-0931

Acknowledge receipt of and accept Irrevocable Standby Letter of Credit from Hattiesburg-Synergy, LLC in lieu of a maintenance bond for slope restoration work within the slope easement associated with the Ridge at Turtle Creek, a public road duly dedicated to and accepted by the City of Hattiesburg for maintenance as a city street in April 2012.

Attachments: Letter of Credit Ridge at Turtle Creek
 Atty Correspondence Ridge @ Turtle Creek

VI.-11 2014-0950

Acknowledge receipt of the final 2013 Consolidated Annual Performance and Evaluation Report (CAPER) and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2014. {Entitlement}

Attachments: 2013 CAPER Final 2-25-2014 with Cover
2013 Projects by Type and Tract
Notice of Availability
Copies of Published Notices
RECORD OF PUBLIC COMMENT
executed Notice of Availability

VI.-12 2014-0946

Approve and declare the purchase of one (1) KIT UFED Classic Trade 4PC U2U for the Hattiesburg Police Department from Cellebrite USA Inc as a sole source purchase at a total cost of \$7,583.99 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached memorandum and letter

Attachments: 03-04-HPD Cellebrite Sole Source

VII. ROUTINE AGENDA**VII.-1** 2014-0945

Authorize submittal of Mississippi Office of Highway Safety 2015 DUI grant program application in the amount of \$99,889.00.

Attachments: FY15-MOHS-Grant-Application complete
HBG policies DUI 2015
PAYDATES HBG 2015
Chapter 61 Traffic
Chapter 100 Operation of Department Vehilces
Chapter 103 Pursuit Driving
executed FY15-MOHS-Grant-Application complete

VII.-2 2014-0939

Acknowledge receipt of the two bid purchase docket for the period of January 27, 2014 through February 24, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: 03-04-Two Quote Docket

- VII.-3** 2014-0953 Acknowledge receipt of proposals for privatization of solid waste collection and reject proposals, per recommendation of the RFP Review Committee.

Attachments: Sanitation RFP Review Committee Recommendation
 Metro Services
 Waste Pro

- VII.-4** 2014-0937 Acknowledge receipt of FY 2012-2013 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Attachments: 2013 Dixie Boys Expenditure Report

- VII.-5** 2014-0942 Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

- VII.-6** 2014-0943 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Supporting Docs

- VII.-7** 2014-0951 Approve the claims docket for the period ending February 28, 2014.

Attachments: Claims DOCKET 2-28-14

- VII.-8** 2014-0955 Authorize and approve publication of a Request for Proposals for Community Housing Development Organization (CHDO) funds in connection with the City of Hattiesburg's HOME Investment Partnership Program (HOME). {Entitlement}

Attachments: RFP - March 2014
 RFP Instructions March 2014
 CHDO APP 12 3 12
 CHDO Capacity Assessment 10 17 12
 Market needs assessment 10 17 12
 executed RFP - March 2014



City of Hattiesburg, MS

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

Master

File Number: 2014-0936

File ID: 2014-0936

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/21/2014

Brief Title: Unsafe Properties Resolutions, 3-4-14

Final Action: 03/04/2014

Minute Book Number: MB2014-60

Title:

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Notes:

Sponsors:

Enactment Date:

Attachments: Adopt Resolutions MEMO 3-4-14, 1. 1000 Atlanta St., executed 1. 1000 Atlanta St. RES2014-25, 2. 715 Atlanta St., executed 2. 715 Atlanta St. RES2014-26, 3. 923 Deason Ave., executed 3. 923 Deason Ave. RES2014-27, 4. 607 E. 2nd St., executed 4. 607 E. 2nd St. RES2014-28, 5. 609 E. 2nd St., executed 5. 609 E. 2nd St. RES2014-29, 6. 218 E. 3rd St., executed 6. 218 E. 3rd St. RES2014-30, 7. 801 E. 7th St., executed 7. 801 E. 7th St. RES2014-31, 8. 515 Mobile St., executed 8. 515 Mobile St. RES2014-32, 9. 913 Mobile St., executed 9. 913 Mobile St. RES2014-33, 10. 117 Nora St., executed 10. 117 Nora St. RES2014-34, 11. 616 New Orleans St., executed 11. 616 New Orleans St. 2014-35, 12. 1427 N Main St., executed 12. 1427 N Main St. RES2014-36, 13. 427 Lake St., executed 13. 427 Lake St. RES2014-37, 14. 406 Gulfport St., executed 14. 406 Gulfport St. RES2014-38, 15. 312 W 4th St., executed 15. 312 W 4th St. RES2014-39, 16. 402 W 4th St., executed 16. 402 W 4th St. RES2014-40, 17. 101 W 5th St., executed 17. 101 W 5th St. RES2014-41, 18. 1615 W 7th St., executed 18. 1615 W 7th St. RES2014-42, 19. 314 B East 7th St., executed 19. 314 B East 7th St. RES2014-43

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Adopt				Pass
	Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor						
	Nays: 0						
		Yea: 5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor				
	TEL-No Vote: 0						

Text of Legislative File 2014-0936

Title

Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Summary

Unsafe Properties Resolutions, 3-4-14

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
Mary Dryden

Council - Ward 5
Henry Naylor

TO: Mayor and City Council

FROM: Wiley Quinn Jr., Code Enforcement Manager *WQJ*

DATE: March 3, 2014

RE: Adopt Resolutions

I recommend the adoption of 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.

Case:	Address	Parcel #	Ward	Violation
1.	1000 Atlanta St.	33-196-2-1	2	AB, DB, OGL, T&L
2.	715 Atlanta St.	34-992-7-15	2	AB, DB, OGL, T&L
3.	923 Deason Ave.	38-152-1-14	2	AB, DB, OGL, T&L
4.	607 E. 2 nd St.	35-292-9-5	2	AB, DB, OGL, T&L
5.	609 E. 2 nd St.	35-292-9-4	2	AB, DB, OGL, T&L
6.	218 E. 3 rd St.	35-652-1-7	2	AB, DB, OGL, T&L
7.	801 E. 7 th St.	34-264-9-8	2	AB, DB, OGL, T&L
8.	515 Mobile St.	34-444-34-31	2	AB, DB, OGL, T&L
9.	913 Mobile St.	34-992-4-15	2	AB, DB, OGL, T&L
10.	117 Nora St.	35-728-1-15	2	AB, DB, OGL, T&L
11.	616 New Orleans St.	34-444-41-11	2	AB, DB, OGL, T&L
12.	1427 North Main St.	27-144-3-7	2	AB, DB, OGL, T&L
13.	427 Lake St.	27-736-2-4	2	AB, DB, OGL, T&L
14.	406 Gulfport St.	43-1020-33	2	AB, DB, OGL, T&L
15.	312 W. 4 th St.	28-560-2-6	2	AB, DB, OGL, T&L
16.	402 W. 4 th St.	28-560-3-1	2	AB, DB, OGL, T&L
17.	101 W. 5 th St.	27-964-1-4	2	AB, DB, OGL, T&L
18.	1615 W. 7 th St.	20-176-1-34	2	AB, DB, OGL, T&L
19.	314 B East 7 th St.	34-992-18-3	2	AB, DB, OGL, T&L

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 33-196-2-1, 1000 Atlanta St. and better described as Lot 1 and the south Half of Lot 2 of A. R. Fairley First Survey

WHEREAS, the owner of the property is: Larry and Cynthia Bell

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

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Parcel: 33-196-2-1, 1000 Atlanta St. and better described as Lot 1 and the south Half of Lot 2 of A. R. Fairley First Survey

WHEREAS, the owner of the property is: Larry and Cynthia Bell

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

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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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Delia H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Delia H. Bernardo
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

Henry J. Delgado
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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Parcel: 34-992-7-15, 715 Atlanta St. and better described as Lot Twelve (12) in Block Seven (7) of the Yellow Pine Park Addition

WHEREAS, the owner of the property is: Sinecure Investments LLC. and Larry Hopson

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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NAYS:

ABSENT:

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(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

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ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
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Parcel: 34-992-7-15, 715 Atlanta St. and better described as Lot Twelve (12) in Block Seven (7) of the Yellow Pine Park Addition

WHEREAS, the owner of the property is: Sinecure Investments LLC. and Larry Hopson

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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Dulcia K. Bernardo
CLERK OF COUNCIL

ADOPTED:

P. Delgado
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (cc)
CITY CLERK

APPROVED:

Jimmy I. Silva
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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Parcel: 38-152-1-14, 923 Deason Ave. and better described as the East thirty (30) feet of Lot Seven (7) and the West twenty (20) feet of Lot Eight (8), Block One (1) of the Deason Subdivision

WHEREAS, the owner of the property is: Robert Earl Jones III and Mary Moore McCallum

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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NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

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**RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY**

WHEREAS, on the 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 38-152-1-14, 923 Deason Ave. and better described as the East thirty (30) feet of Lot Seven (7) and the West twenty (20) feet of Lot Eight (8), Block One (1) of the Deason Subdivision

WHEREAS, the owner of the property is: Robert Earl Jones III and Mary Moore McCallum

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

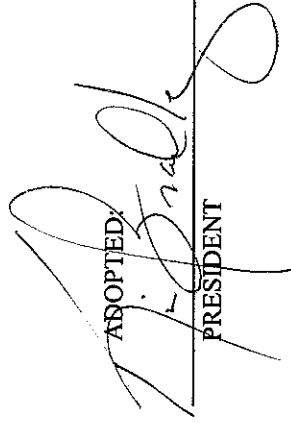
ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

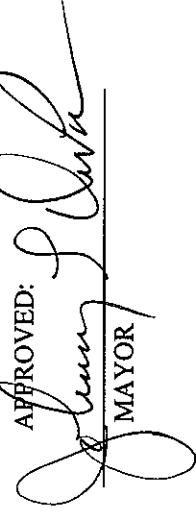
Debra K Bernard
CLERK OF COUNCIL


ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (sc)
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-292-9-5, 607 E. 2nd St. and better described as a part of Block 9 of the Hardy and Scott Survey

WHEREAS, the owner of the property is: Terry Cress, Oak Field Inc., Managerial Investments LLC., Boaz Tax Sale Properties LLC., Lee Mitchell, State of Mississippi and Bill F. Jones

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-292-9-5, 607 E. 2nd St. and better described as a part of Block 9 of the Hardy and Scott Survey

WHEREAS, the owner of the property is: Terry Cress, Oak Field Inc., Managerial Investments LLC., Boaz Tax Sale Properties LLC., Lee Mitchell, State of Mississippi and Bill F. Jones

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(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 4th day of March, A.D., 2014

ATTEST:

Connie Emmitt (cc)
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-292-9-4 609 E. 2nd St., and better described a part of the Hardy and Scott Survey

WHEREAS, the owner of the property is: College Investment, SKL, Bennett Hills INC., Donald Buckalew, ZZT LLC., State of Mississippi and Bill F. Jones

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-292-9-4 609 E. 2nd St., and better described a part of the Hardy and Scott Survey

WHEREAS, the owner of the property is: College Investment, SKL, Bennett Hills INC., Donald Buckalew, ZZT LLC., State of Mississippi and Bill F. Jones

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 fifteen (15) 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)**

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**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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K. Bessard
CLERK OF COUNCIL

ADOPTED:

Jim Bracke
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (sc)
CITY CLERK

APPROVED:

Jimmy J. Doherty
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-652-1-7, 218 E. 3rd St. and better described as Lot Two (2) in Block 168 of the K. McInnis Subdivision of Crittenden Addition

WHEREAS, the owner of the property is: Merritt INC., Susan Prisock, Ronald Poole, Donald Buckalew, Happy Trails Acquisition, State of Mississippi and Alice Harrell

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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Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

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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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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**

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Parcel: 35-652-1-7, 218 E. 3rd St. and better described as Lot Two (2) in Block 168 of the K. McInnis Subdivision of Crittenden Addition

WHEREAS, the owner of the property is: Merritt INC., Susan Prisock, Ronald Poole, Donald Buckalew, Happy Trails Acquisition, State of Mississippi and Alice Harrell

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

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Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

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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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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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

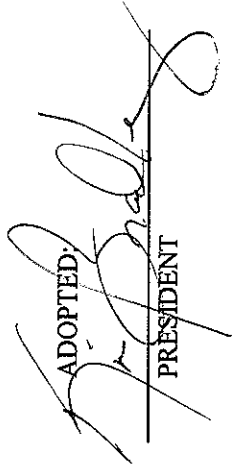
NAYS: None
ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

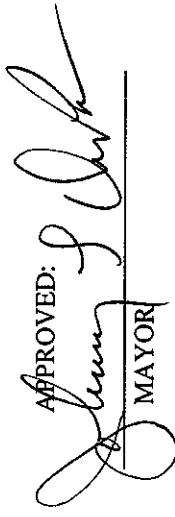

CLERK OF COUNCIL


ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-264-9-8, 801 E. 7th St. and better described as Lot 6 & 7, Block 9 of the Fuller and Bowen Subdivision

WHEREAS, the owner of the property is: Barbara Cole Blalock, Jireh Apostolic House of Prayer and Carrie L. Johnson

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-264-9-8, 801 E. 7th St. and better described as Lot 6 & 7, Block 9 of the Fuller and Bowen Subdivision

WHEREAS, the owner of the property is: Barbara Cole Blalock, Jireh Apostolic House of Prayer and Carrie L. Johnson

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Whe K Berardo
CLERK OF COUNCIL

~~ADOPTED:~~
Delgado
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (dc)
CITY CLERK

APPROVED:
Delgado
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-444-34-31, 515 Mobile St. and better described as part of Lot Eight (8) in Block One Hundred Five (105) of the Kamper and Whinery's Subdivision No. 2, in Section Three (3), Township Four (4) North, Range Thirteen (13) West

WHEREAS, the owner of the property is: Gregory L. Cook

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:

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**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-444-34-31, 515 Mobile St. and better described as part of Lot Eight (8) in Block One Hundred Five (105) of the Kamper and Whinery's Subdivision No. 2, in Section Three (3), Township Four (4) North, Range Thirteen (13) West

WHEREAS, the owner of the property is: Gregory L. Cook

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K. Benson
CLERK OF COUNCIL

ADOPTED:
Delgado
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Conni Everett (cc)
CITY CLERK

APPROVED:
Delgado
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-992-4-15, 913 Mobile St. and better described as Lot 14, Block 4 of Yellow Pine Park Subdivision

WHEREAS, the owner of the property is: Douglas Harris

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-992-4-15, 913 Mobile St. and better described as Lot 14, Block 4 of Yellow Pine Park Subdivision

WHEREAS, the owner of the property is: Douglas Harris

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Delgado
CLERK OF COUNCIL

ADOPTED:

Delgado
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Cornie Everett (PC)
CITY CLERK

APPROVED:

Delgado
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-728-1-15, 117 Nora St. and better described as the East 70 feet of Lot 5 of Block A of the Phillips and McInnis Survey

WHEREAS, the owner of the property is: Pine Belt Federal Credit Union and Mary Lee Virgil

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 35-728-1-15, 117 Nora St. and better described as the East 70 feet of Lot 5 of Block A of the Phillips and McInnis Survey

WHEREAS, the owner of the property is: Pine Belt Federal Credit Union and Mary Lee Virgil

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K. Benson
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-444-41-11, 616 New Orleans St. and better described as the south half of the south half of Lot 7, and five feet off the entire south side of the north half of the south half of Lot 7, all in block 112 of the Kemper and Whinnery Subdivision #2

WHEREAS, the owner of the property is: Dionysus LLC., S & S Properties LLC., Long Land Investments INC. and Otis Wayne McMickle, Sr.

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-444-41-11, 616 New Orleans St. and better described as the south half of the south half of Lot 7, and five feet off the entire south side of the north half of the south half of Lot 7, all in block 112 of the Kemper and Whinnery Subdivision #2

WHEREAS, the owner of the property is: Dionysus LLC., S & S Properties LLC., Long Land Investments INC. and Otis Wayne McMickle, Sr.

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K. Benson
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Cornie Everett (c)
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 27-144-3-7, 1427 N Main St. and better described as a part of Lot 3 in block 172 of the Crittenden Survey

WHEREAS, the owner of the property is: Susan Prisock, DBA SLP98, Ina Group, LLC., Adair Asset Management, Squire Title Services, LLC., Miss U Holdings, INC., Rebuild America, INC. and Phyllis S. Roberson

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 27-144-3-7, 1427 N Main St. and better described as a part of Lot 3 in block 172 of the Crittenden Survey

WHEREAS, the owner of the property is: Susan Prisock, DBA SLP98, Ina Group, LLC., Adair Asset Management, Squire Title Services, LLC., Miss U Holdings, INC., Rebuild America, INC. and Phyllis S. Roberson

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K. Burasob
CLERK OF COUNCIL

ADOPTED:

Delgado
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (sc)
CITY CLERK

APPROVED:

John F. 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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 27-736-2-4, 427 Lake St. and better described as that part of Block 2 of the F. F. Phillips Subdivision

WHEREAS, the owner of the property is: MSTaxDeeds.com, LLC., OLA LLC., Benjamin Barnes, State of Mississippi and O'Neal B. Roy

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 27-736-2-4, 427 Lake St. and better described as that part of Block 2 of the F. F. Phillips Subdivision

WHEREAS, the owner of the property is: MSTaxDeeds.com, LLC., OLA LLC., Benjamin Barnes, State of Mississippi and O'Neal B. Roy

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Diane K. Benson
CLERK OF COUNCIL

ADOPTED: [Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Corrie Everett (dc)
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 43-1020-33, 406 Gulfport St., and better described as a part of the SE ¼ of the SW ¼ of Section 11, Township 4 N, Range 13W

WHEREAS, the owner of the property is: Susan Prisock, Lawrence R. Reid, Adair Asset Management, Sinecure, INC., State of Mississippi, Charles Reid, Sr. and Lou E. Reid

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 43-1020-33, 406 Gulfport St., and better described as a part of the SE ¼ of the SW ¼ of Section 11, Township 4 N, Range 13W

WHEREAS, the owner of the property is: Susan Prisock, Lawrence R. Reid, Adair Asset Management, Sinecure, INC., State of Mississippi, Charles Reid, Sr. and Lou E. Reid

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None
ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Shirley B. Benson
CLERK OF COUNCIL

ADOPTED:
Paul Bradley
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Corrie Everett (sc)
CITY CLERK

APPROVED:
John F. Delgado
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 38-560-2-6, 312 W. 4th St. and better described as the South 40 feet of Lot 7 in Block 2 of the C. J. Miller Addition

WHEREAS, the owner of the property is: State of Mississippi and Ronald W. Roberson

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 38-560-2-6, 312 W. 4th St. and better described as the South 40 feet of Lot 7 in Block 2 of the C. J. Miller Addition

WHEREAS, the owner of the property is: State of Mississippi and Ronald W. Roberson

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K Bernard
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (cc)
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 28-560-3-1, 402 W. 4th St. and better described as Lots 1 and 2 in Block 3 of the C.J. Miller Addition

WHEREAS, the owner of the property is: Advantage 99 F, State of Mississippi and Jeffrey J. Stewart & Antoinette Stewart

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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**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 28-560-3-1, 402 W. 4th St. and better described as Lots 1 and 2 in Block 3 of the C.J. Miller Addition

WHEREAS, the owner of the property is: Advantage 99 F, State of Mississippi and Jeffrey J. Stewart & Antoinette Stewart

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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Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Diana K Berens
CLERK OF COUNCIL

ADOPTED: [Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (C)
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 27-964-1-4, 101 W 5th St. and better described as a part of Lots 3 and 6 of the G.D. Wilson Subdivision of a part of Block 170 of the Crittenden Survey

WHEREAS, the owner of the property is: Notluge FLP, Intrepid Group LLC., Boaz Tax Sale Properties, Gary Pittman, Samuel Luther Pittman, Jimmy Richard Pittman and Patricia Pittman Walters

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 27-964-1-4, 101 W 5th St. and better described as a part of Lots 3 and 6 of the G.D. Wilson Subdivision of a part of Block 170 of the Crittenden Survey

WHEREAS, the owner of the property is: Notluge FLP, Intrepid Group LLC., Boaz Tax Sale Properties, Gary Pittman, Samuel Luther Pittman, Jimmy Richard Pittman and Patricia Pittman Walters

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Theresa K. Buras
CLERK OF COUNCIL

ADOPTED:

F. Bradh
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (C)
CITY CLERK

APPROVED:

Henry J. 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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 20-176-1-34, 1615 W 7th St. and better described as to begin a the Southeast Corner of Lot 3 of the M. and F. A. Dunn Subdivision

WHEREAS, the owner of the property is: Bancorp South Bank, Boaz Tax Sale Properties, Long Land Investments, INC. and Patricia A. Jones

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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**

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WHEREAS, the owner of the property is: Bancorp South Bank, Boaz Tax Sale Properties, Long Land Investments, INC. and Patricia A. Jones

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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Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of fifteen (15) 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 fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Debra K. Berardo
CLERK OF COUNCIL

ADOPTED
Debra K. Berardo
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Connie Everett (C)
CITY CLERK

APPROVED:
Henry J. Delgado
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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-992-18-3, 314 B East 7th St. and better described as W. 28 ft. 1 & 2 & E. 15 ft. vac St. W of SD Lt. 5 Blk 18 Yellow Pine Park Previous #H0992-18-003 S03-T04N-R13@W

WHEREAS, the owner of the property is: Bridgette Cole

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 fifteen (15) 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 fifteen (15) 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 fifteen (15) 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 4th day of March 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

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 4th day of February, 2014, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 3rd of March, 2014, 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: 34-992-18-3, 314 B East 7th St. and better described as W. 28 ft. 1 & 2 & E. 15 ft. vac St. W of SD Lt. 5 Blk 18 Yellow Pine Park Previous #H0992-18-003 S03-T04N-R13@W

WHEREAS, the owner of the property is: Bridgette Cole

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 fifteen (15) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
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Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within fifteen (15) 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 Delgado, seconded by Council member Naylor, and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March 2014.

(SEAL)

ATTEST:

Shirley K Benson
CLERK OF COUNCIL

ADOPTED: [Signature]
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 4th day of March, A.D., 2014

ATTEST:

Corrie Emmott (s)
CITY CLERK

APPROVED:

[Signature]
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2014-0952

File ID: 2014-0952

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Adopt Resolution requesting local and private legislation for local option sales tax

Final Action: 03/04/2014

Minute Book Number: MB2014-60-63

Title: Adopt Resolution requesting the Legislature of the State of Mississippi to enact certain local and private legislation.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Local Private Legislation Sales Tax, executed Resolution Local Private Legislation Sales Tax RES2014-44

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt Resolution requesting the Legislature of the State of Mississippi to enact certain local and private legislation.

Council President Bradley said the community should have the opportunity to decide about the local option sales tax but that he is bothered by how it came about. He said [this resolution] is being introduced as an option to fund a contract that the council [approved] by a 4-1 vote and the mayor signed off on to fund the project that would begin construction of [the city's] new wastewater system. He said even if [the resolution] make its way through the legislature and back to Hattiesburg for 60 percent of the people who show up to vote, there is no way [the one percent sales tax] will generate the revenue stream necessary to sell bonds to build this system. Council President Bradley stated that [the one percent sales tax] makes absolutely no sense. He said that if it takes place down the road, it would certainly offset some of the cost to individuals and he supports that; he said this is not a substitute for what [the city] needs to do to meet the obligations of its contract, in which [the city] opted by a vote of 4-1 to pay the construction interest as the project is being built. He stated he will support [the resolution] and vote for it because the Mayor asked the Council to give him the opportunity to take it to Jackson. He said citizens can have the opportunity to vote on [the one percent sales tax] if [the Mayor] is successful, but that it is not a substitute for what [the city] needs to do.

Council member Delgado said she encourages the community and her colleagues to have a spirit of optimism and support for this effort that could limit or lower the amount of increases levied on the citizens of Hattiesburg to fund this wastewater treatment facility. She said certainly [the city] needs to come up with other creative means for financing [the project] and making it happen, but that with any new undertaking it depends on the spirit with which it is approached. Council member Delgado said that if this is a way [to defray] even a fraction of [costs], [the city] needs to embrace it and to challenge its legislators in Jackson to support it because it benefits the citizens of Hattiesburg. She asked all to contact [Hattiesburg's] legislative delegation to ask them to help, because it would mean a lesser increase in the water rates [citizens] eventually will have to pay to fund this project. She said she does not consider \$10 million a small drop in the bucket; she said [the city] is looking at paying \$7 million per year for the next couple of years, and if an initiative brings in \$10 million she does not understand why there cannot be a spirit of optimism to come up with a way to provide some relief for those in the community who may not be able to bear the [rate] increases. She said she challenges her colleagues and those in the audience to talk to [Hattiesburg's] legislative delegation and to people around the state who understand what Hattiesburg is facing because they face [similar issues] in their own communities. She stated that [for the resolution to succeed], people who live in this community must have the spirit of support for it.

Council member Dryden said she would agree that it is important to work together. She said she respects very much that the Mayor is asking that [the Council] work with him on sending this [resolution] to the legislature. She said she also agrees that it is important that the citizens of Hattiesburg have a voice in voting on this [issue]. Council member Dryden stated that she has had some contact from businessmen who are very concerned about how a one percent sales tax will impact their businesses and make them non-competitive, and said that this is something that affects individuals in different ways. She expressed concern about having to raise rates; she said [the city] has a deadline and must begin construction on its sewage waste treatment. She said [the Council] voted 4-1 and had a plan. Council member Dryden stated that she does not know how this [initiative] will turn out; she said she is willing to vote for it in a spirit of cooperation but is concerned that it is not the solution for which many people are looking.

Council member Carroll said Council member Delgado's words are true when it comes to this piece of the legislation, but said he is disturbed that the Mayor vetoed last meeting's rate increase. He said [the city] must have that money in order to pay off the interest and save millions of dollars on the back end. He said that without [the rate increase], even if this [legislation] goes through the Council and the legislature and goes to the citizens for a vote, it will be at least the first of next year before it would ever start taking place. He said [the city] has debt service coming also. Council member Carroll said the rate was only raised to pay for the interest, and if the rates are not raised to pay for the interest, the only other choice is to stop [the contract] and pay the interest at the end; he said that would mean [the city] will do what so many politicians love to do: push it on the children and the grandchildren to pay the interest. He said [citizens] can either pay a little bit now, or their children and grandchildren will pay a lot later. He said the mayor vetoed paying a little bit now, and said he guesses that the Mayor wants to push [the interest payments] on the children and grandchildren. He said otherwise [the Council] will be back in a week or two raising rates again, as there is no other way to pay that interest, even with this [resolution requesting a] one percent [local sales tax option].

Council member Dryden said she does not want the public to be deceived into thinking that that was the end of raising rates; she said she is afraid [the Council] will be back doing it in the near future. She said this is not something [the Council] wants to do; she expressed concern that [the Council] will have to [raise rates].

Council President Bradley stated that [the city] has been doing this for three years and began because [the city's] permit in 2015 will require a better treated effluent to put into the river. He said the city's lagoon system will not provide that. Council President Bradley asked what happens now if this project is not kicked off and [the city] must start over. He said [the city] cannot meet its 2015 deadline; he said the agreed order with MDEQ and the EPA provides a timeline and a program that [the city] has been able to follow. He said [the city] will not be able to follow that [timeline] and there will be consequences. Council President Bradley stated that this [resolution] is not a substitution for the plan that [the city] had in place and had been working toward for three years and that now suddenly is being thrown out. He said [a one percent sales tax] undoubtedly can help offset the cost of this project and can change the game plan down the road, but that today the option that this Council was given and that the financial experts said is needed is that [the city] have a revenue stream to pay for the construction interest; he said that cannot be done unless rates are raised. He predicted that the city will be in federal court over the contract with Groundworx and will be held responsible for the contract and for not holding up its end of the deal. He expressed astonishment as a business person that politics is going to cause Hattiesburg to fail; he said he sees no way out unless the city follows through on the obligation that it made.

Council member Dryden stated that this puts [the city] in jeopardy. Council President Bradley concurred.

Council member Delgado stated that she wanted to make it clear that the quality of the effluent is the responsibility of the City of Hattiesburg, not its contractor. She repeated that the quality of that effluent is [the city's] responsibility and said this \$142 million [cost] does not cover the quality of the effluent. She said [the city] has to produce effluent of a quality that could either be dumped into the river, which [the city] will not do, or be passed on to the contractor. Council member Delgado said the quality of the wastewater that will be treated is the city's responsibility; she said [the city] must still produce those numbers, and that this contract does not deal with that other than to make it clear that it is [the city's] responsibility and that [it will] cost over and above this \$142 million. She said [the city] will pass on to the contractor effluent of a quality that will be approved by MDEQ.

Council member Naylor called for the vote.

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

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

Nays: 0

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

FEL-No Vote: 0

Text of Legislative File 2014-0952

Title

Adopt Resolution requesting the Legislature of the State of Mississippi to enact certain local and private legislation.

Summary

Budget Information

Expenditure Type
Purchasing Item
Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), took up the matter of the need for local and private legislation to fund certain public projects of the City, and for related purposes. After full discussion of the subject, Councilperson _____ offered and moved the adoption of the following resolution.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI REQUESTING THE LEGISLATURE
OF THE STATE OF MISSISSIPPI TO ENACT CERTAIN LOCAL
AND PRIVATE LEGISLATION.**

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") hereby finds, determines and declares that for the benefit of the people of the City, the increase of their commerce, welfare and prosperity, the Governing Body of the City requests the Legislature of the State of Mississippi to pass a local and private act to fund certain public projects of the City, and for related purposes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City that the Legislators representing the City are hereby requested to introduce, and the Legislature of the State of Mississippi is hereby requested, to enact local and private legislation in the form and substance similar to the bill attached hereto as Exhibit A, authorizing the City to do those things as provided therein.

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 roll call vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of March, 2014.

(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 4th day of March, 2014.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

FORM OF LOCAL AND PRIVATE LEGISLATION

AN ACT TO PROVIDE FOR A TAX ON GROSS SALES OF ALL TAXABLE ITEMS EXCEPT HOTELS, MOTELS, BEVERAGES, PACKAGED LIQUOR, MOTOR VEHICLES, RESTAURANTS, GROCERIES AND PRESCRIPTION DRUGS IN THE CITY OF HATTIESBURG, MISSISSIPPI TO BE EXPENDED BY THE CITY OF HATTIESBURG TO DEFRAY THE COSTS OF CERTAIN PUBLIC PROJECTS IN THE CITY AS DESCRIBED HEREIN; TO PROVIDE THAT SUCH TAX BE COLLECTED BY THE STATE TAX COMMISSION AND PAID TO THE CITY OF HATTIESBURG; TO AUTHORIZE THE CITY OF HATTIESBURG TO USE THE PROCEEDS OF SUCH TAX FOR THE PURPOSES OF FUNDING PUBLIC PROJECTS OF THE CITY OF HATTIESBURG; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. In the manner provided by this act, there shall be levied, assessed and collected from every person, firm, corporation or other entity in the City of Hattiesburg, Mississippi, a tax in addition to all other taxes or assessments now imposed, which shall be equal to one percent (1.00%) of the gross proceeds from sales of goods and services in the City of Hattiesburg, Mississippi, except that such tax shall not be applied to sales of rooms for hotels and motels, beverages, packaged liquor, motor vehicles, restaurants, groceries and prescription drugs. Persons, firms, corporations or other entities liable for the tax imposed herein shall add the amount of such tax to goods and services provided and in addition thereto shall collect, insofar as practicable, the amount of the tax due from the person receiving the services or goods at the time of payment therefor.

SECTION 2. For the purposes of this act, the words "hotel" and "motel" shall mean a place of lodging that at any one (1) time will accommodate transient guests on a daily or weekly basis and that are known to the trade as such.

SECTION 3. (a) The tax authorized by this act shall be paid to the State Tax Commission, or its successor, on a form to be prescribed by the State Tax Commission, in the same manner that state sales taxes are computed, collected and paid; and the full enforcement provisions and all other provisions of the Mississippi Sales Tax Law shall apply as necessary to the implementation and administration of this act.

(b) The State Treasurer is authorized to pay all of such funds to the City of Hattiesburg, and such funds may be used for the purposes authorized by this act.

(c) On or before the fifteenth day of the month following the month in which collected, the proceeds of such tax, less three percent (3%) to be retained by the State Tax Commission to defray the costs of collection, shall be paid by the commission to the City of Hattiesburg for expenditure as authorized in this act.

(d) Such tax shall be levied, assessed, collected and deposited in the Special Fund provided in Section 5 hereof to fund acquisition, construction, improvement, or expansion of the

Projects described in said Section 5. Provided however, the State Tax Commission shall certify to the City once the total collected pursuant to this act exceeds \$300,000,000 over and above the amounts retained by the State Tax Commission as authorized in this section. Upon the City's receipt of said certification from the State Tax Commission, the tax shall be discontinued by order or resolution of the City within thirty (30) days. Provided further, in no event shall the tax authorized herein be continued from and after September 30, 2043.

(e) Any receipts from the tax authorized by this act shall be deposited into the Special Fund and accumulated therein to defray the costs of the Project.

SECTION 4. Before the tax authorized by this act shall be imposed, sixty percent (60%) of the qualified electors of the City voting at a special election on August 12, 2014, must authorize the imposition of the tax. At least thirty (30) days before the effective date of the tax authorized by the act, the governing authorities of the City shall furnish to the State Tax Commission a certified copy of the results of the election evidencing approval of the tax.

SECTION 5. The funds paid to the City of Hattiesburg as authorized by Section 3(b) of this act shall be deposited into a Special Fund in the City treasury. Monies in the Special Fund shall be expended by the City of Hattiesburg for the purpose of defraying the cost of (a) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same, (b) protecting the city, its streets and sidewalks from overflow, caving banks and other like dangers, (c) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, or public facilities, and purchasing land therefor, (d) constructing bridges and culverts, (e) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof. Together, (a) through (e) above are referred to as the "Project".

SECTION 6. The avails of the tax provided for in this act shall be used solely for the purposes of defraying the costs of the Project. Provided, however, the avails of such tax shall not be pledged as security for or otherwise used to fund debt service on any bonds of the City.

SECTION 7. This act shall be liberally construed for the purposes herein set out and shall be construed as additional, cumulative and supplemental to any power granted to the City by any general or local and private act of the legislature.

SECTION 8. The City is authorized under this act to enter into any interlocal agreements as may be necessary to carry out the purposes of this act.

SECTION 9. This act shall be repealed from and after September 30, 2043.

SECTION 10. This act shall take effect and be in force from and after its passage.

The City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), took up the matter of the need for local and private legislation to fund certain public projects of the City, and for related purposes. After full discussion of the subject, Councilperson Delgado offered and moved the adoption of the following resolution.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HATTIESBURG, MISSISSIPPI REQUESTING THE LEGISLATURE
OF THE STATE OF MISSISSIPPI TO ENACT CERTAIN LOCAL
AND PRIVATE LEGISLATION.**

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") hereby finds, determines and declares that for the benefit of the people of the City, the increase of their commerce, welfare and prosperity, the Governing Body of the City requests the Legislature of the State of Mississippi to pass a local and private act to fund certain public projects of the City, and for related purposes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City that the Legislators representing the City are hereby requested to introduce, and the Legislature of the State of Mississippi is hereby requested, to enact local and private legislation in the form and substance similar to the bill attached hereto as Exhibit A, authorizing the City to do those things as provided therein.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 4th day of March, 2014.

(S E A L)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of March, 2014.

ATTEST:

APPROVED:

Donna Everett (pc)
CITY CLERK

[Signature]
MAYOR

EXHIBIT A
FORM OF LOCAL AND PRIVATE LEGISLATION

AN ACT TO PROVIDE FOR A TAX ON GROSS SALES OF ALL TAXABLE ITEMS EXCEPT HOTELS, MOTELS, BEVERAGES, PACKAGED LIQUOR, MOTOR VEHICLES, RESTAURANTS, GROCERIES AND PRESCRIPTION DRUGS IN THE CITY OF HATTIESBURG, MISSISSIPPI TO BE EXPENDED BY THE CITY OF HATTIESBURG TO DEFRAY THE COSTS OF CERTAIN PUBLIC PROJECTS IN THE CITY AS DESCRIBED HEREIN; TO PROVIDE THAT SUCH TAX BE COLLECTED BY THE STATE TAX COMMISSION AND PAID TO THE CITY OF HATTIESBURG; TO AUTHORIZE THE CITY OF HATTIESBURG TO USE THE PROCEEDS OF SUCH TAX FOR THE PURPOSES OF FUNDING PUBLIC PROJECTS OF THE CITY OF HATTIESBURG; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. In the manner provided by this act, there shall be levied, assessed and collected from every person, firm, corporation or other entity in the City of Hattiesburg, Mississippi, a tax in addition to all other taxes or assessments now imposed, which shall be equal to one percent (1.00%) of the gross proceeds from sales of goods and services in the City of Hattiesburg, Mississippi, except that such tax shall not be applied to sales of rooms for hotels and motels, beverages, packaged liquor, motor vehicles, restaurants, groceries and prescription drugs. Persons, firms, corporations or other entities liable for the tax imposed herein shall add the amount of such tax to goods and services provided and in addition thereto shall collect, insofar as practicable, the amount of the tax due from the person receiving the services or goods at the time of payment therefor.

SECTION 2. For the purposes of this act, the words "hotel" and "motel" shall mean a place of lodging that at any one (1) time will accommodate transient guests on a daily or weekly basis and that are known to the trade as such.

SECTION 3. (a) The tax authorized by this act shall be paid to the State Tax Commission, or its successor, on a form to be prescribed by the State Tax Commission, in the same manner that state sales taxes are computed, collected and paid; and the full enforcement provisions and all other provisions of the Mississippi Sales Tax Law shall apply as necessary to the implementation and administration of this act.

(b) The State Treasurer is authorized to pay all of such funds to the City of Hattiesburg, and such funds may be used for the purposes authorized by this act.

(c) On or before the fifteenth day of the month following the month in which collected, the proceeds of such tax, less three percent (3%) to be retained by the State Tax Commission to defray the costs of collection, shall be paid by the commission to the City of Hattiesburg for expenditure as authorized in this act.

(d) Such tax shall be levied, assessed, collected and deposited in the Special Fund provided in Section 5 hereof to fund acquisition, construction, improvement, or expansion of the

Projects described in said Section 5. Provided however, the State Tax Commission shall certify to the City once the total collected pursuant to this act exceeds \$300,000,000 over and above the amounts retained by the State Tax Commission as authorized in this section. Upon the City's receipt of said certification from the State Tax Commission, the tax shall be discontinued by order or resolution of the City within thirty (30) days. Provided further, in no event shall the tax authorized herein be continued from and after September 30, 2043.

(e) Any receipts from the tax authorized by this act shall be deposited into the Special Fund and accumulated therein to defray the costs of the Project.

SECTION 4. Before the tax authorized by this act shall be imposed, sixty percent (60%) of the qualified electors of the City voting at a special election on August 12, 2014, must authorize the imposition of the tax. At least thirty (30) days before the effective date of the tax authorized by the act, the governing authorities of the City shall furnish to the State Tax Commission a certified copy of the results of the election evidencing approval of the tax.

SECTION 5. The funds paid to the City of Hattiesburg as authorized by Section 3(b) of this act shall be deposited into a Special Fund in the City treasury. Monies in the Special Fund shall be expended by the City of Hattiesburg for the purpose of defraying the cost of (a) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same, (b) protecting the city, its streets and sidewalks from overflow, caving banks and other like dangers, (c) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, or public facilities, and purchasing land therefor, (d) constructing bridges and culverts, (e) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof. Together, (a) through (e) above are referred to as the "Project".

SECTION 6. The avails of the tax provided for in this act shall be used solely for the purposes of defraying the costs of the Project. Provided, however, the avails of such tax shall not be pledged as security for or otherwise used to fund debt service on any bonds of the City.

SECTION 7. This act shall be liberally construed for the purposes herein set out and shall be construed as additional, cumulative and supplemental to any power granted to the City by any general or local and private act of the legislature.

SECTION 8. The City is authorized under this act to enter into any interlocal agreements as may be necessary to carry out the purposes of this act.

SECTION 9. This act shall be repealed from and after September 30, 2043.

SECTION 10. This act shall take effect and be in force from and after its passage.



City of Hattiesburg, MS

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

Master

File Number: 2014-0948

File ID: 2014-0948

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Project Resolution Requisition No. 3 - 2013 Bonds.

Final Action: 03/04/2014

Minute Book Number: MB2014-63

Title:

Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 Bond Requisition No. 3, Req 3 Payment
Summary, executed 2013 Bond Requisition No. 3
RES2014-45

Enactment Number:

Contact:

Meeting Date: 03/04/2014

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	03/04/2014	Adopt				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2014-0948

Title

Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 3 - 2013 Bonds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 3 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 3 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 3 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$28,588.79 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 3 from the Project Fund Construction Account under the Loan in the total aggregate amount of Twenty-eight thousand five hundred eighty-eight & 79/100 dollars (\$28,588.79) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 3 in the total aggregate amount of Twenty-eight thousand five hundred eighty-eight & 79/100 dollars (\$28,588.79) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of March, 2014.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by \$28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").

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

REQUISITION NO.: 3

DATE OF REQUISITION: 3/4/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	C. J. Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	105695.7220.49	\$ 28,588.79	Pay App No. 4	Sewer Improvements Phase I 9/1/13 - 2/14/14 MB 2012-1/125
			<u>\$ 28,588.79</u>		



Engineering Progress

February 14, 2014

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

Attn: Mayor Johnny L. Dupree, Ph.D

Re: Comprehensive Sewer Improvements Phase I
City of Hattiesburg

Dear Mayor,

Enclosed please find Pay Estimate No. 4 in the amount of \$28,588.79 for the above referenced project.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Steve Tingle

105695.7220.49

MB 2012-1/106

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 2-14-14

Project: Comprehensive Sewer Improvements Phase I 1273-S001
City of Hattiesburg

Pay Estimate No.: Four (4)

Contractor:

C.J. Morgan, Inc.
292 Eatonville Rd, Hattiesburg, MS 39401

Pay Period: Sept. 1, 2013 - Feb. 14, 2014

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$ 776,146.00
1	8" SDR 26 PVC Sewer Pipe (0'-6')	440	325.00	625.08	Lin. Ft.	\$25.00	\$ 15,627.00
2	8" SDR 26 PVC Sewer Pipe (6'-8')	946		315.82	Lin. Ft.	\$27.00	\$ 8,527.14
3	8" SDR 26 PVC Sewer Pipe (8'-10')	1,407		633.54	Lin. Ft.	\$29.00	\$ 18,372.66
4	8" SDR 26 PVC Sewer Pipe (10'-12')	155		146.60	Lin. Ft.	\$32.00	\$ 4,691.20
5	8" SDR 26 PVC Sewer Pipe (12'-14')	161		25.87	Lin. Ft.	\$38.00	\$ 983.06
6	8" SDR 26 PVC Sewer Pipe (14'-16')	160			Lin. Ft.	\$43.00	\$ -
7	8" SDR 26 PVC Sewer Pipe (16'-18')	134			Lin. Ft.	\$53.00	\$ -
8	12" SDR 26 PVC Sewer Pipe (6'-8')	300		52.53	Lin. Ft.	\$33.00	\$ 1,733.49
9	12" SDR 26 PVC Sewer Pipe (8'-10')	481		706.84	Lin. Ft.	\$35.00	\$ 24,739.40
10	12" SDR 26 PVC Sewer Pipe (10'-12')	342		313.78	Lin. Ft.	\$38.00	\$ 11,923.64
11	15" SDR 26 PVC Sewer Pipe (0'-6')	80			Lin. Ft.	\$38.00	\$ -
12	15" SDR 26 PVC Sewer Pipe (6'-8')	662			Lin. Ft.	\$40.00	\$ -
13	15" SDR 26 PVC Sewer Pipe (8'-10')	325			Lin. Ft.	\$42.00	\$ -
14	15" SDR 26 PVC Sewer Pipe (10'-12')	219			Lin. Ft.	\$48.00	\$ -
15	12" Steel Casing (0.25" WT) (Open Cut)	40			Lin. Ft.	\$75.00	\$ -
16	12" Steel Casing (0.25" WT) (Bored)	160		160.00	Lin. Ft.	\$175.00	\$ 28,000.00
17	20" Steel Casing (0.25" WT) (Bored)	80			Lin. Ft.	\$275.00	\$ -
18	48" Precast Concrete Sewer Manhole (6'-8')	4	1	4	Each	\$2,230.00	\$ 8,920.00
19	48" Precast Concrete Sewer Manhole (8'-10')	8		7	Each	\$2,500.00	\$ 17,500.00
20	48" Precast Concrete Sewer Manhole (10'-12')	4		1	Each	\$2,900.00	\$ 2,900.00
21	48" Precast Concrete Sewer Manhole (14'-16')	1			Each	\$3,500.00	\$ -
22	48" Precast Concrete Sewer Manhole (16'-18')	1			Each	\$4,500.00	\$ -
23	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	\$2,700.00	\$ -
24	60" Precast Concrete Sewer Manhole (10'-12')	4			Each	\$3,500.00	\$ -
25	Drop Manhole Assembly (All Depths)	3			Each	\$3,000.00	\$ -
26	Demolition and Removal of Existing Manhole	14		6	Each	\$500.00	\$ 3,000.00
27	Remove, Modify and Reset Existing Manhole (Site 5 WSF Tatum Blvd)	1		1	Lump Sum	\$2,000.00	\$ 2,000.00
28	Removal of Existing Septic Tank (Incl. disconnect from structure, removal of waste, removal of tank, etc.)	1	1.0	1.0	Each	\$2,000.00	\$ 2,000.00
29	4" Sewer Pipe for Services (All Depths)	474			Lin. Ft.	\$14.00	\$ -
30	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,350	210	387	Lin. Ft.	\$20.00	\$ 7,740.00
31	8" SDR 13 HPDE Sewer Pipe for Services (All Depths) (Dir. Bored)	275			Lin. Ft.	\$55.00	\$ -
32	8"x8"x6" PVC Tee	15	3	3.00	Each	\$100.00	\$ 300.00
33	12"x12"x6" Tee	8		7.00	Each	\$200.00	\$ 1,400.00
34	15"x15"x6" Tee	26			Each	\$350.00	\$ -
35	6" PVC Cleanout	49	2	8.00	Each	\$150.00	\$ 1,200.00
36	Crushed Aggregate (Size 825)	2,168	143.14	1499.70	Ton	\$38.00	\$ 56,988.60
37	Select Fill Material (Class 9, Group C), LVM	6,226	203	203.00	Cu. Yd.	\$8.00	\$ 1,624.00
38	Concrete Pavement Repair (All Depths)	335	35	35.00	Sq. Yd.	\$58.00	\$ 2,030.00
39	Asphalt Pavement Repair (All Depths)	4,500	183.9	183.90	Sq. Yd.	\$30.00	\$ 5,517.00
40	Concrete Curb & Gutter (Match Existing Type)	20			Lin. Ft.	\$50.00	\$ -
41	Clearing and Grubbing	1		1.00	Lump Sum	\$3,975.00	\$ 3,975.00
42	Grassing	1			Lump Sum	\$7,500.00	\$ -
43	Temporary Erosion Control	1		0.40	Lump Sum	\$7,000.00	\$ 2,800.00
44	Mobilization	1		0.40	Lump Sum	\$60,000.00	\$ 24,000.00
45	Maintenance of Traffic	1		0.40	Lump Sum	\$5,000.00	\$ 2,000.00

Percent Complete: 34%

Total Earned - Regular Work	\$ 260,492.19
Less 10% Retainage	\$ 26,049.22
Stored Materials	
Total Due - Regular Work	\$ 234,442.97
Less Previous Payments	\$ 205,854.18
Net Amount Due This Estimate	\$ 28,588.79
Less Deductions	\$ -
Net Payment Due	\$ 28,588.79

CERTIFIED CORRECT:

Shows, Dearmann & Waits, Inc.

Kyle D. Wallace, P.E.
Principal Engineer

APPROVED:

City of Hattiesburg

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor or City Clerk
(Authorized City Representative)



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 2/18/14**

Project Name	Payments by Project This Requisition	Payments to Date
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Hwy 98 Booster Station		3,260.00
Hwy 98 Elevated Water Tank		62,373.25
Hwy 98 Fire Lines		1,275.00
James St Water Well # 3		9,627.99
No-Discharge Wastewater Treatment System		89,495.92
Sewer Improvements Ph I	28,588.79	38,668.79
Sewer Improvements Ph II		119,519.38
Sewer Improvements Ph III		233,325.38
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I		22,217.50
Water Improvements Ph II		2,667.50
Water Improvements Ph III		1,725.00
Water Improvements Ph IV		900.00
Wesley Water Well # 2		6,900.00
Grand Total	28,588.79	600,945.71

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 3 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2013. After discussion of the subject, Council Member Naylor offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 3 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City (the "Loan Agreement").

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 3 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$28,588.79 for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

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

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. 3 from the Project Fund Construction Account under the Loan in the total aggregate amount of Twenty-eight thousand five hundred eighty-eight & 79/100 dollars (\$28,588.79) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 3 in the total aggregate amount of Twenty-eight thousand five hundred eighty-eight & 79/100 dollars (\$28,588.79) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 4th day of March, 2014.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 4th day of March, 2014.

Concei Everett (C)
CITY CLERK

[Signature]
MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by \$28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").

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

REQUISITION NO.: 3

DATE OF REQUISITION: 3/4/2014

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	C. J. Morgan, Inc. 292 Eatonville Rd Hattiesburg, MS 39401	105695.7220.49	\$ 28,588.79	Pay App No. 4	Sewer Improvements Phase I 9/1/13 - 2/14/14 MB 2012-1/125
			<u>\$ 28,588.79</u>		



Engineering Progress

February 14, 2014

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

Attn: Mayor Johnny L. Dupree, Ph.D

Re: Comprehensive Sewer Improvements Phase I
City of Hattiesburg

Dear Mayor,

Enclosed please find Pay Estimate No. 4 in the amount of \$28,588.79 for the above referenced project.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

cc: Steve Tingle

105695.7220.49

MB 2012-1/106

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

G:\PROJECTS\Hattiesburg_City of\1273-S001 - Comprehensive Sewer Improvements - Phase I\Corres\1273S001_Kuyrkendall_Pay Estimate 4.docx

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 2-14-14

Project: Comprehensive Sewer Improvements Phase I 1273-S001
City of Hattiesburg

Pay Estimate No.: Four (4)

Contractor:
C.J. Morgan, Inc.
292 Eatonville Rd, Hattiesburg, MS 39401

Pay Period: Sept. 1, 2013 - Feb. 14, 2014

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$ 776,146.00
1	8" SDR 26 PVC Sewer Pipe (0'-6')	440	325.00	625.08	Lin. Ft.	\$25.00	\$ 15,627.00
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10	12" SDR 26 PVC Sewer Pipe (10'-12')	342		313.78	Lin. Ft.	\$38.00	\$ 11,923.64
11	15" SDR 26 PVC Sewer Pipe (0'-6')	80			Lin. Ft.	\$38.00	\$ -
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13	15" SDR 26 PVC Sewer Pipe (8'-10')	325			Lin. Ft.	\$42.00	\$ -
14	15" SDR 26 PVC Sewer Pipe (10'-12')	219			Lin. Ft.	\$48.00	\$ -
15	12" Steel Casing (0.25" WT) (Open Cut)	40			Lin. Ft.	\$75.00	\$ -
16	12" Steel Casing (0.25" WT) (Bored)	160		160.00	Lin. Ft.	\$175.00	\$ 28,000.00
17	20" Steel Casing (0.25" WT) (Bored)	80			Lin. Ft.	\$275.00	\$ -
18	48" Precast Concrete Sewer Manhole (6'-8')	4	1	4	Each	\$2,230.00	\$ 8,920.00
19	48" Precast Concrete Sewer Manhole (8'-10')	8		7	Each	\$2,500.00	\$ 17,500.00
20	48" Precast Concrete Sewer Manhole (10'-12')	4		1	Each	\$2,900.00	\$ 2,900.00
21	48" Precast Concrete Sewer Manhole (14'-16')	1			Each	\$3,500.00	\$ -
22	48" Precast Concrete Sewer Manhole (16'-18')	1			Each	\$4,500.00	\$ -
23	60" Precast Concrete Sewer Manhole (6'-8')	2			Each	\$2,700.00	\$ -
24	60" Precast Concrete Sewer Manhole (10'-12')	4			Each	\$3,500.00	\$ -
25	Drop Manhole Assembly (All Depths)	3			Each	\$3,000.00	\$ -
26	Demolition and Removal of Existing Manhole	14		6	Each	\$500.00	\$ 3,000.00
27	Remove, Modify and Reset Existing Manhole (Site 5 WSP Tatum Blvd)	1		1	Lump Sum	\$2,000.00	\$ 2,000.00
28	Removal of Existing Septic Tank (Incl. disconnect from structure, removal of waste, removal of tank, etc.)	1	1.0	1.0	Each	\$2,000.00	\$ 2,000.00
29	4" Sewer Pipe for Services (All Depths)	474			Lin. Ft.	\$14.00	\$ -
30	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	1,350	210	387	Lin. Ft.	\$20.00	\$ 7,740.00
31	8" SDR 13 HPDE Sewer Pipe for Services (All Depths) (Dir. Bored)	275			Lin. Ft.	\$55.00	\$ -
32	8"x8"x6" PVC Tee	15	3	3.00	Each	\$100.00	\$ 300.00
33	12"x12"x6" Tee	8		7.00	Each	\$200.00	\$ 1,400.00
34	15"x15"x6" Tee	26			Each	\$350.00	\$ -
35	6" PVC Cleanout	49	2	8.00	Each	\$150.00	\$ 1,200.00
36	Crushed Aggregate (Size 825)	2,168	143.14	1499.70	Ton	\$38.00	\$ 56,988.60
37	Select Fill Material (Class 9, Group C), LVM	6,226	203	203.00	Cu. Yd.	\$8.00	\$ 1,624.00
38	Concrete Pavement Repair (All Depths)	335	35	35.00	Sq. Yd.	\$58.00	\$ 2,030.00
39	Asphalt Pavement Repair (All Depths)	4,500	183.9	183.90	Sq. Yd.	\$30.00	\$ 5,517.00
40	Concrete Curb & Gutter (Match Existing Type)	20			Lin. Ft.	\$50.00	\$ -
41	Clearing and Grubbing	1		1.00	Lump Sum	\$3,975.00	\$ 3,975.00
42	Grassing	1			Lump Sum	\$7,500.00	\$ -
43	Temporary Erosion Control	1		0.40	Lump Sum	\$7,000.00	\$ 2,800.00
44	Mobilization	1		0.40	Lump Sum	\$60,000.00	\$ 24,000.00
45	Maintenance of Traffic	1		0.40	Lump Sum	\$5,000.00	\$ 2,000.00

Total Earned - Regular Work \$ 260,492.19
Less 10% Retainage \$ 26,049.22
Stored Materials
Total Due - Regular Work \$ 234,442.97
Less Previous Payments \$ 205,854.18
Net Amount Due This Estimate \$ 28,588.79
Less Deductions \$ -
Net Payment Due \$ 28,588.79

Percent Complete: 34%

CERTIFIED CORRECT:

Shows, Dearmann & Waits, Inc.

Kyle D. Wallace, P.E.

Professional Engineer

APPROVED:

City of Hattiesburg

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: Connie Everett
Title: Mayor or City Clerk
(Authorized City Representative)



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of 2/18/14**

Project Name	Payments by Project	Payments to
	This Requisition	Date
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Hwy 98 Booster Station		3,260.00
Hwy 98 Elevated Water Tank		62,373.25
Hwy 98 Fire Lines		1,275.00
James St Water Well # 3		9,627.99
No-Discharge Wastewater Treatment System		89,495.92
Sewer Improvements Ph I	28,588.79	38,668.79
Sewer Improvements Ph II		119,519.38
Sewer Improvements Ph III		233,325.38
Sewer Improvements Ph IV		2,690.00
Water Improvements Ph I		22,217.50
Water Improvements Ph II		2,667.50
Water Improvements Ph III		1,725.00
Water Improvements Ph IV		900.00
Wesley Water Well # 2		6,900.00
Grand Total	28,588.79	600,945.71



City of Hattiesburg, MS

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

Master

File Number: 2014-0947

File ID: 2014-0947

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Approve CE&I Contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III project, subject to MDOT concurrence.

Final Action: 03/04/2014

Minute Book Number: MB2014-63

Title:

Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

Notes:

Sponsors:

Enactment Date:

Attachments: SD&W CE&I Contract Cover, SD&W CE&I Contract, executed SD&W CE&I Contract

Enactment Number:

Contact:

Meeting Date: 03/04/2014

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	03/04/2014	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-0947

Title

Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

Summary

Approve CE&I Contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III project, subject to MDOT concurrence.

Budget Information

072201.7225.03

Expenditure Type

MDOT Grant

Purchasing Item

Publication Information



Engineering Progress
February 20, 2014

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

Attn: Sharon Waits

Re: HPP-0210-00(015)LPA/105214-801000
Longleaf Trace-Phase III

Dear Sharon,

Enclosed please find the Construction Engineering & Inspection Services Contract for the above referenced project. Please review and request approval of the City Council upon concurrence of Contract with MDOT. Once concurrence is provided by MDOT, we will provide appropriate copies for execution.

Should you have any questions or comments, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace'.

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosures

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Longleaf Trace – Phase III

Project No. ***HPP-0210-00(015)LPA/105214-801000***
Forrest County

THIS CONTRACT, is made and entered into by and between the City of Hattiesburg, a body Corporate of the State of Mississippi (the "LPA"), and, Shows, Dearman & Waits, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 301 Second Avenue, Hattiesburg, MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the conversion of an abandoned railroad into a asphalt pedestrian facility for the Longleaf Trace – Phase III, USM Depot to North Main Street, 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; and

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 at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, 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 must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. 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.

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.

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 5% of the CONSULTANT'S contract amount 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 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.

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 attached to this contract, 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 admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

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.

ARTICLE 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 herefrom.
- 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:

LPA:

For Contractual Matters:
Honorable Johnny L. Dupree
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4501
Fax: 601.545.4608
jdupree@hattiesburgms.com

For Technical Matters:
Craig Dearman
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4540
Fax: 601.545.4642
cdearman@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

For Technical Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 12693
Surveyor # N/A
Or
Architect's # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E. # 12693
Surveyor # N/A
Or
Architect's # 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 ____ day of _____, 20____.

City of Hattiesburg

Honorable Johnny L. Dupree

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

SHOWS, DEARMAN & WAITS, INC.

BY: _____
Kyle D. Wallace, V.P.

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}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may

fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$65,710.11** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable 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.

Direct Costs:

Direct Costs are those expenses 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. These 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 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. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Kyle D. Wallace, P.E.	Project Engineer	\$121.87
	Engineer Intern	\$48.74
	Sr. Construction Observer	\$70.97
	Construction Observer	\$53.23
	Administrative Assistant	\$27.88

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$65,710.11 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$57,214.13		\$8,495.98	\$65,710.00

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - - IN COUNTY, HIGHWAY

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
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. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			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 ____ day of _____, 20____.

CONSULTANT – SHOWS, DEARMAN & WAITS, INC.

BY: _____
Kyle D. Wallace

ATTEST: _____

My Commission Expires: _____

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 _____ day of _____, 200__.

LPA - City of Hattiesburg
Johnny L. Dupree, Mayor

Chief Administrative Official

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.

138162

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: _____ Date _____
Authorized Officer or Agent

Kyle D. Wallace Vice-President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* 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

Construction Engineering and Inspection Services

***Termini: Lingleaf Trace-Phase III between USM Depot and
North Main Street***

Prepared for:
Mississippi Department of Transportation

***Project Number:
HPP-0210-00(015)LPA / 105214-801000
CITY OF HATTIESBURG, MS***

Prepared by: Shows, Dearman and Waits, Inc.

Submitted: ***October 11, 2013***

Revised: ***January 16, 2014***

GeoCon Laboratories, Inc.

104 N. 12th Ave. • P. O. Box 16371 • Hattiesburg, MS 39404 • Phone 601-544-8378 • Fax 601-545-8378

Longleaf Trace Phase III

Hattiesburg, MS

Project No. HPP-0210-00(015)LPA/105214-801000

Testing Fee Proposal

<u>Classification</u>	<u>Hours</u>	<u>Rate of Pay</u>	<u>Extension</u>
Engineer Tech - Concrete	34	14.00	\$476.00
Engineer Tech - Soils	6	14.00	\$84.00
Clerical	13	13.46	\$174.98
Raw Labor			\$734.98
Overhead	142.76%		\$1,049.26
Total Labor + OH			\$1,784.24
 Fixed Fee	 10%		 \$178.42
Direct Costs:			
Laboratory Testing			
Atterberg Limits	5 tests @	\$50.00 /test	250.00
Sieve Analysis (soil), w/#200 wash	12 tests @	\$125.00 /test	1,500.00
Standard Proctor	7 tests @	\$150.00 /test	1,050.00
Field Density Tests	93 tests @	\$30.00 /test	2,790.00
Concrete Compression	51 tests @	\$18.50 /test	943.50
Total Direct Costs			6,533.50
 Total			 8,496.16

Mark C. McConnell
Deputy Executive Director/
Chief Engineer



Jackie Duckworth
Deputy Executive Director/
Administration

Charles R. Carr
Director
Office of Intermodal Planning

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

May 21, 2012

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Gentlemen:

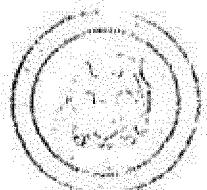
Your laboratory has been included in Status of Certified Laboratories for State Projects as indicated on the following attachments for construction test methods. This certification expires on May 7, 2015.

If we can be of further assistance to you, please notify. Please keep this document for your records. Also see attachments.

Sincerely,

James Caleb Hammons
Physical Lab Engineer

pc: District Materials Engineer (Ruff)
State Aid Division (Davis)
Lab File (Kimes/Kegley)



Revision 1.0 (11-3-09)

Form ConcreteCert-1

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MATERIALS DIVISION
STATUS OF CERTIFIED LABORATORIES FOR STATE PROJECTS**

May 21, 2012

Laboratory:

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Expiration Date: May 7, 2015

Concrete Construction Test Methods & Equipment

- | | | |
|-------------------------------------|--------------|--|
| ☒ | AASHTO T-2 | Sampling Aggregate |
| ☐ | AASHTO T-19 | Unit Weight and Voids in Aggregates |
| ☒ | AASHTO T-22 | Compressive Strength of Cylindrical Concrete Specimens |
| ☒ | AASHTO T-23 | Making and Curing Concrete Test Specimens in the Field |
| ☒ | AASHTO T-27 | Sieve Analysis of Fine and Coarse Aggregates |
| ☒ | AASHTO T-84 | Specific Gravity and Absorption of Fine Aggregates |
| ☒ | AASHTO T-85 | Specific Gravity and Absorption of Coarse Aggregates |
| ☒ | AASHTO T-119 | Slump of Hydraulic Cement Concrete |
| ☒ | AASHTO T-121 | Weight per Cubic Foot, Yield and Air Content (Gravimetric) of Concrete |
| ☒ | AASHTO T-126 | Making and Curing Concrete Test Specimens in the Laboratory |
| ☒ | AASHTO T-141 | Sampling of Freshly Mixed Concrete |
| ☒ | AASHTO T-152 | Air Content of Freshly Mixed Concrete by Pressure Method |
| ☐ | AASHTO T-196 | Air Content of Freshly Mixed Concrete by Volumetric Method |
| ☒ | AASHTO T-231 | Capping Cylindrical Concrete Specimens |
| ☒ | AASHTO T-248 | Reducing Field Samples of Aggregate to Testing Size |
| ☒ | AASHTO T-255 | Total Moisture Content of Aggregate by Drying |
| ☒ | ASTM C 1064 | Temperature of Freshly Mixed Portland Cement Concrete |

Notes:

ACI certifications are current for the employees.

Inspector
Caleb Hammons
Physical Laboratory Engineer
MDOT Central Laboratory

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES THAT

WILLIAM M. HORTON, JR.

of

LADNER TESTING LABS, INC.

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC. TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. Principles and practices of radiation protection.
2. Leak testing procedures.
3. Mathematics and calculations basic to the use and measurement of radioactivity.
4. Biological effects of radiation.
5. Radioactivity measurement standardization and monitoring techniques and instruments.
6. Accident and incident procedures.
7. Procedures for nuclear gauge storage and transportation.
8. General safety precautions.

Gauge Operation

1. Instrument theory
2. Operating procedures
3. Maintenance
4. Field application
5. Gauge calibration

Eckard
INSTRUCTOR

August 11, 1980
DATE

W. F. TROXLER
PRESIDENT

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES THAT

CHRIS FREIBERT

of

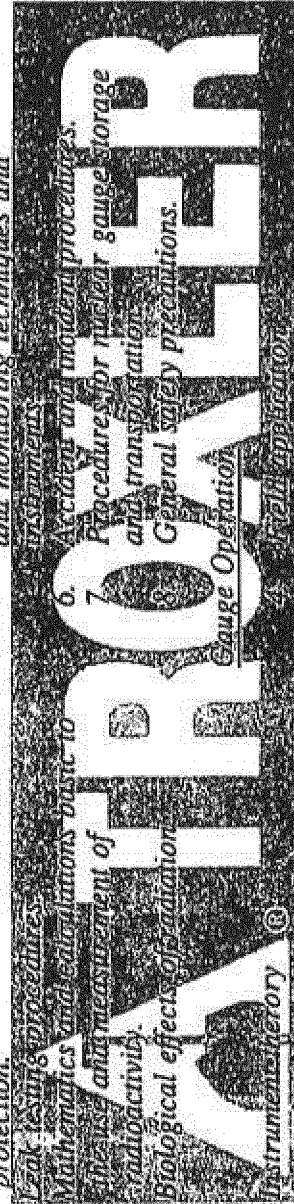
GEOCON LABORATORIES, INC

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC.
TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. Principles and practices of radiation protection.
2. Leak testing procedures.
3. Mathematics and calculations basic to the use and measurement of radioactivity.
4. Biological effects of radiation.
5. Radioactivity measurement standardization and monitoring techniques and instruments.
6. Accident and incident procedures.
7. Procedures for nuclear gauge storage and transportation.
8. General safety precautions.



1. Instrumentation.
2. Operating procedures.
3. Maintenance.
4. Field application.
5. Gauge calibration.

CERTIFICATE #: 077644

5/22/97

DATE

INSTRUCTOR

Frank D. Jones
FRANK D. JONES

WILLIAM F. TROXLER

PRESIDENT

Training Certificate

This certifies that

Lee Bullock

has successfully completed a Nuclear Gauge Safety Training Course in accordance with regulations set forth by the Nuclear Regulatory Commission and the Mississippi Department of Health. A closed book examination was administered and a passing score was achieved. Subjects in this course included: Radiological Safety – concepts of radiation, principles and practices of radiation protection, leak-testing procedures, measurement of radioactivity, biological effects of radiation, storage, transportation, ALARA, control and surveillance of gauges, regulatory issues, enforcement, training requirements, incident and emergency procedures, and portable gauge operation. Training was conducted by the staff of Alara Technologies, Inc.

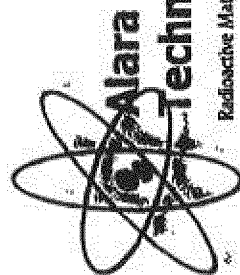
Date of Training: 06/30/2006

Certified by:

Connie H. Barry

Connie H. Barry, Instructor

Alara Technologies, Inc. 170 Remington Dr., Mandeville, LA 70448 Phone: (504) 237-6144



Radioactive Material License # LA-1217401

Record # 1461

Certificate of Completion

This certifies that

Luke Cooke

has successfully completed the
Nuclear Gauge Safety Training Class
conducted by the training department of

Troxler Electronic Laboratories, Inc.

Robert Joines
Instructor

March 19, 2008

Date

William F. Troxler, Jr.
President

Pass-Certified to operate Nuclear
Gauges
10734123



Troxler Electronic Laboratories, Inc.
P.O. Box 12067 • 3006 Cammalls Rd • Research Triangle Park, NC 27709
Phone (919) 549-8861 • Fax (919) 549-0761 • Web site: www.troxlabs.com

Nuclear Gauge Safety Certification

This certifies that

patrick alan hodes

has successfully completed training on radiation safety and regulatory requirements for the use of portable nuclear gauges on this date.

November 20, 2012

This certificate is not valid until signed by the licensee RSO.

I attest that the person named above, and no other, has completed the online course and tests. I certify that the individual has completed practical skills training for setting up and making measurements, routine maintenance, packaging and transport, storage, and emergency procedures for portable nuclear gauges.

Licensee (RSO)

WILLIAM M. HODGEN, JR.

(print name)

William M. Hodgen, Jr.

Signature

11-21-12

Date

Troxler Online Training meets the requirements in Chapter 6-4E, Part XIII, Florida Administrative Code.



© Troxler Electronic Laboratories, Inc.

P.O. Box 12057 - 3008 E. Cornwallis Road - Research Triangle Park, NC 27709

Phone: (919) 549-8661 - Fax: (919) 549-0761 - www.troxlerlabs.com

Course:

Nuclear Gauge Safety - OL

Tracking Code: 65L8CAHF8AG9KCJ 34634

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Longleaf Trace – Phase III

Project No. ***HPP-0210-00(015)LPA/105214-801000***

Forrest County

THIS CONTRACT, is made and entered into by and between the City of Hattiesburg, a body Corporate of the State of Mississippi (the "LPA"), and, Shows, Dearman & Waits, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 301 Second Avenue, Hattiesburg, MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the conversion of an abandoned railroad into a asphalt pedestrian facility for the Longleaf Trace – Phase III, USM Depot to North Main Street, 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; and

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 at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, 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 must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. 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.

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.

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 5% of the CONSULTANT'S contract amount 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 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.

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 attached to this contract, 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 admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

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.

ARTICLE 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 herefrom.
- 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:

LPA:

For Contractual Matters:
Honorable Johnny L. Dupree
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4501
Fax: 601.545.4608
jdupree@hattiesburgms.com

For Technical Matters:
Craig Dearman
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4540
Fax: 601.545.4642
cdearman@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

For Technical Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 12693
Surveyor # N/A
Or
Architect's # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

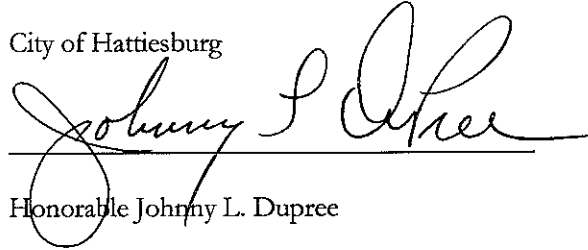
P.E.# 12693
Surveyor # N/A
Or
Architect's # N/A

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 4th day of March, 2014.

City of Hattiesburg

A handwritten signature in cursive script, appearing to read "Johnny L. Dupree", written over a horizontal line.

Honorable Johnny L. Dupree

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

SHOWS, DEARMAN & WAITS, INC.

BY: _____
Kyle D. Wallace, V.P.

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}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may

fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:
- During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$65,710.11** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable 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.

Direct Costs:

Direct Costs are those expenses 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. These 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 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. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Kyle D. Wallace, P.E.	Project Engineer	\$121.87
	Engineer Intern	\$48.74
	Sr. Construction Observer	\$70.97
	Construction Observer	\$53.23
	Administrative Assistant	\$27.88

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$65,710.11 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$57,214.13		\$8,495.98	\$65,710.00

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - IN COUNTY, HIGHWAY .

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
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 DATAProject No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			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 a 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 ____ day of _____, 20____.

CONSULTANT -- SHOWS, DEARMAN & WAITS, INC.

BY: _____
Kyle D. Wallace

ATTEST: _____

My Commission Expires: _____

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 ____ day of _____, 200__.

LPA - City of Hattiesburg
Johnny L. Dupree, Mayor

Chief Administrative Official

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.

138162

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: _____ Date _____
Authorized Officer or Agent

Kyle D. Wallace
Printed Name of Authorized Officer or Agent

Vice-President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* 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

Construction Engineering and Inspection Services

***Termini: Longleaf Trace-Phase III between USM Depot and
North Main Street***

Prepared for:
Mississippi Department of Transportation

***Project Number:
HPP-0210-00(015)LPA / 105214-801000
CITY OF HATTIESBURG, MS***

Prepared by: Shows, Dearman and Waits, Inc.

Submitted: ***October 11, 2013***

Revised: ***January 16, 2014***

GeoCon Laboratories, Inc.

104 N. 12th Ave. • P. O. Box 16371 • Hattiesburg, MS 39404 • Phone 601-544-8378 • Fax 601-545-8378

Longleaf Trace Phase III

Hattiesburg, MS

Project No. HPP-0210-00(015)LPA/105214-801000

Testing Fee Proposal

Classification	Hours	Rate of Pay	Extension
Engineer Tech - Concrete	34	14.00	\$476.00
Engineer Tech - Soils	6	14.00	\$84.00
Clerical	13	13.46	\$174.98
Raw Labor			\$734.98
Overhead	142.76%		\$1,049.26
Total Labor + OH			\$1,784.24
 Fixed Fee	 10%		 \$178.42
Direct Costs:			
Laboratory Testing			
Atterberg Limits	5 tests @	\$50.00 /test	250.00
Sieve Analysis (soil), w/#200 wash	12 tests @	\$125.00 /test	1,500.00
Standard Proctor	7 tests @	\$150.00 /test	1,050.00
Field Density Tests	93 tests @	\$30.00 /test	2,790.00
Concrete Compression	51 tests @	\$18.50 /test	943.50
Total Direct Costs			6,533.50
 Total			 8,496.16

Mark C. McConnell
Deputy Executive Director/
Chief Engineer



Jackie Duckworth
Deputy Executive Director/
Administration

Charles R. Carr
Director
Office of Intermodal Planning

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

May 21, 2012

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Gentlemen:

Your laboratory has been included in Status of Certified Laboratories for State Projects as indicated on the following attachments for construction test methods. This certification expires on May 7, 2015.

If we can be of further assistance to you, please notify. Please keep this document for your records. Also see attachments.

Sincerely,

James Caleb Hammons
Physical Lab Engineer

pc: District Materials Engineer (Ruff)
State Aid Division (Davis)
Lab File (Kimes/Kegley)



Revision 1.0 (11-3-09)

Form ConcreteCert-1

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MATERIALS DIVISION
STATUS OF CERTIFIED LABORATORIES FOR STATE PROJECTS**

May 21, 2012

Laboratory:

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Expiration Date:

May 7, 2015

Concrete Construction Test Methods & Equipment

- | | | |
|-------------------------------------|--------------|--|
| ☒ | AASHTO T-2 | Sampling Aggregate |
| ☐ | AASHTO T-19 | Unit Weight and Voids in Aggregates |
| ☒ | AASHTO T-22 | Compressive Strength of Cylindrical Concrete Specimens |
| ☒ | AASHTO T-23 | Making and Curing Concrete Test Specimens in the Field |
| ☒ | AASHTO T-27 | Sieve Analysis of Fine and Coarse Aggregates |
| ☒ | AASHTO T-84 | Specific Gravity and Absorption of Fine Aggregates |
| ☒ | AASHTO T-85 | Specific Gravity and Absorption of Coarse Aggregates |
| ☒ | AASHTO T-119 | Slump of Hydraulic Cement Concrete |
| ☒ | AASHTO T-121 | Weight per Cubic Foot, Yield and Air Content (Gravimetric) of Concrete |
| ☒ | AASHTO T-126 | Making and Curing Concrete Test Specimens in the Laboratory |
| ☒ | AASHTO T-141 | Sampling of Freshly Mixed Concrete |
| ☒ | AASHTO T-152 | Air Content of Freshly Mixed Concrete by Pressure Method |
| ☐ | AASHTO T-196 | Air Content of Freshly Mixed Concrete by Volumetric Method |
| ☒ | AASHTO T-231 | Capping Cylindrical Concrete Specimens |
| ☒ | AASHTO T-248 | Reducing Field Samples of Aggregate to Testing Size |
| ☒ | AASHTO T-255 | Total Moisture Content of Aggregate by Drying |
| ☒ | ASTM C 1064 | Temperature of Freshly Mixed Portland Cement Concrete |

Notes:

ACI certifications are current for the employees.

Inspector

Caleb Hammons

Physical Laboratory Engineer

MDOT Central Laboratory

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES, THAT

WILLIAM M. HORTON, JR.

of

LADNER TESTING LABS, INC.

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC.
TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. Principles and practices of radiation' 5. Radioactivity measurement standardization and monitoring techniques and instruments.
2. Leak testing procedures.
3. Mathematics and calculations basic to 6. Accident and incident procedures. the use and measurement of radioactivity.
4. Biological effects of radiation. 7. Procedures for nuclear gauge storage and transportation.
8. General safety precautions.

Gauge Operation

1. Instrument theory
2. Operating procedures
3. Maintenance

Eckard 
INSTRUCTOR

August 11, 1980
DATE

W. F. TROXLER
PRESIDENT

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES THAT

CHRIS FREIBERT

of

GEOCON LABORATORIES, INC

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC.
TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. Principles and practices of radiation protection.
2. Radiological safety procedures.
3. Mathematics and calculations basic to the use and measurement of radioactivity.
4. Biological effects of radiation.
5. Radioactivity measurement standardization and monitoring techniques and procedures.
6. Accidents and incident procedures.
7. Procedures for nuclear gauge storage and transportation.
8. General safety precautions.

CERTIFICATE #: 077644

5/22/97

DATE

WILLIAM F. TROXLER

PRESIDENT

INSTRUCTOR

Frank D. Jones
FRANK D. JONES

Training Certificate

This certifies that

Lee Bullock

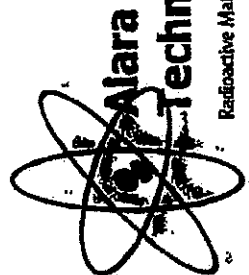
has successfully completed a Nuclear Gauge Safety Training Course in accordance with regulations set forth by the Nuclear Regulatory Commission and the Mississippi Department of Health. A closed book examination was administered and a passing score was achieved. Subjects in this course included: Radiological Safety – concepts of radiation, principles and practices of radiation protection, leak-testing procedures, measurement of radioactivity, biological effects of radiation, storage, transportation, ALARA, control and surveillance of gauges, regulatory issues, enforcement, training requirements, incident and emergency procedures, and portable gauge operation. Training was conducted by the staff of Alara Technologies, Inc.

Date of Training: 06/30/2006

Certified by:

Connie H. Barry
Connie H. Barry, Instructor

Alara Technologies, Inc. 170 Remington Dr., Mandeville, LA 70448 Phone: (504) 237-6244



Alara Technologies, Inc.

Radioactive Material License # LA-11217101

Record # 1461

Certificate of Completion

This certifies that

Luke Cook

has successfully completed the
Nuclear Gauge Safety Training Class
conducted by the training department of

Troxler Electronic Laboratories, Inc.

Robert Joiner

Instructor

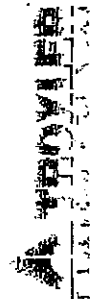
March 19, 2008

Date

William F. Troxler, Jr.

President

Pass-Certified to operate Nuclear
Gauges
10734123



Troxler Electronic Laboratories, Inc.

P.O. Box 12057 • 5006 Camarillo Rd. • Research Triangle Park, NC 27709

Phone: (919) 549-8881 • Fax: (919) 549-0761 • Web site: www.troxlab.com

Nuclear Gauge Safety Certification

This certifies that

patrick alan hodes

has successfully completed training on radiation safety and regulatory requirements for the use of portable nuclear gauges on this date.

November 20, 2012

This certificate is not valid until signed by the licensee RSO.

I attest that the person named above, and no other, has completed the online course and tests. I certify that the individual has completed practical skills training for setting up and making measurements, routine maintenance, packaging and transport, storage, and emergency procedures for portable nuclear gauges.

Licensee (RSO)

WILLIAM M. HODGES, JR.

(print name)

Will M. Hodges

Signature

11-21-12

Date

Troxler Online Training meets the requirements in Chapter 64E, Part XIII, Florida Administrative Code.



The Leader in Geometric Testing Equipment

© Troxler Electronic Laboratories, Inc.

P.O. Box 12057 - 3008 E. Cornwallis Road - Research Triangle Park, NC 27709

Phone: (919) 549-8661 - Fax: (919) 549-0761 - www.troxlerlabs.com

Course:

Nuclear Gauge Safety - OL

Tracking Code: 65L8CAHF8AG9KCJ 34634



City of Hattiesburg, MS

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

Master

File Number: 2014-0949

File ID: 2014-0949

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Approve As Built Change Order No. 1 with Hensley R. Lee Contracting, Inc. for the Priest Creek Bank Stabilization project.

Final Action: 03/04/2014

Minute Book Number: MB2014-63-64

Title:

Approve As Built Change Order No. 1 with Hensley R. Lee Contracting, Inc. for the Priest Creek Bank Stabilization project to adjust quantities to actual, decrease the total contract amount by \$1,560.00 and increase the contract term by 21 calendar days; Authorize Mayor to execute in triplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order 1, executed Change Order 1

Enactment Number:

Contact:

Meeting Date: 03/04/2014

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	03/04/2014	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve As Built Change Order No. 1 with Hensley R. Lee Contracting, Inc. for the Priest Creek Bank Stabilization project to adjust quantities to actual, decrease the total contract amount by \$1,560.00 and increase the contract term by 21 calendar days; Authorize Mayor to execute in triplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-0949

Title

Approve As Built Change Order No. 1 with Hensley R. Lee Contracting, Inc. for the Priest Creek Bank Stabilization project to adjust quantities to actual, decrease the total contract amount by \$1,560.00 and increase the contract term by 21 calendar days; Authorize Mayor to execute in triplicate.

Summary

Approve As Built Change Order No. 1 with Hensley R. Lee Contracting, Inc. for the Priest Creek Bank Stabilization project.

Budget Information

001206.7215.01

Expenditure Type

Purchasing Item

Publication Information



Contract Change Order

21-Feb-14

Project No.: 13-0219

Priest's Creek Improvements
Bobby L. Chain Airport

To Contractor:

Hensley R. Lee Contracting, Inc.
Picayune, MS

Contract Date: November 17, 2013

Asbuilt Change Order Number: No. 1

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
2070	Adjust Quantities to as-built; <i>Eliminate</i> - Geotextile Stabilization 7,800 SY @ \$3.50/SY = \$27,300.00	\$27,300.00	
2100	<i>Increase</i> - Light Ground Preparation 4,510 SY @ \$2.50/SY = \$11,275.00		\$11,275.00
2205	<i>Decrease</i> - RipRap 2,215 SY @ \$25.00/SY = \$55,375.00	\$55,375.00	
2220	<i>Decrease</i> - Excavation and Embankment 130 CY @ \$12.00/CY = \$1,560.00	\$1,560.00	
2370	<i>Increase</i> - Erosion Control Blanket 5,250 SY @ \$3.80/SY = \$19,950.00		\$19,950.00
2631	Heavy Duty PVC Smooth Interior Drain Pipe <i>No Change</i>	\$0.00	
2930	<i>Increase</i> - Seeding and Fertilizing 5,250 SY @ \$3.00/SY = \$15,750.00		\$15,750.00
S001	Mobilization <i>No Change</i>	\$0.00	
	Riprap areas were excavated and a determination made that erosion control blanket would be adequate and therefore more bank length could be repaired.		
S002	Construct Training Dike (40ft., 8 Ft high) per NRCS guidelines to prevent erosion at property corner		\$35,700.00

Total Decrease Due to this Change Order

\$84,235.00

Total Increase Due to this Change Order

\$82,675.00

Net Increase Decrease Contract Amount Due This Change Order

\$1,560.00

Original Contract Amount

\$269,340.00

Net Change from Previous Change Orders

\$0.00

Contract Amount Prior to this Change Order

\$269,340.00

Net Increase Decrease This Change Order

\$1,560.00

Contract Amount with all Approved Change Orders

\$267,780.00

The time provided for completion in the Contract is Unchanged Increased Decreased by 21 calendar days.

This document shall become an Amendment to the contract and Special Provisions.

Recommended by:

Conch Darr
Engineer ARE Consultants, Inc.

2/21/14
Date 2-21-14

Accepted by:

Michael Williams
Contractor

2/21/14
Date

Accepted by:

Owner

Date



Contract Change Order

21-Feb-14

Project No.: 13-0219

Priest's Creek Improvements
Bobby L. Chain Airport

To Contractor:

Hensley R. Lee Contracting, Inc.
Picayune, MS

Contract Date: November 17, 2013

Asbuilt Change Order Number: No. 1

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

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2100	<i>Increase</i> - Light Ground Preparation 4,510 SY @ \$2.50/SY = \$11,275.00		\$11,275.00
2205	<i>Decrease</i> - RipRap 2,215 SY @ \$25.00/SY = \$55,375.00	\$55,375.00	
2220	<i>Decrease</i> - Excavation and Embankment 130 CY @ \$12.00/CY = \$1,560.00	\$1,560.00	
2370	<i>Increase</i> - Erosion Control Blanket 5,250 SY @ \$3.80/SY = \$19,950.00		\$19,950.00
2631	Heavy Duty PvC Smooth Interior Drain Pipe <i>No Change</i>	\$0.00	
2930	<i>Increase</i> - Seeding and Fertilizing 5,250 SY @ \$3.00/SY = \$15,750.00		\$15,750.00
S001	Mobilization <i>No Change</i>	\$0.00	
	Riprap areas were excavated and a determination made that erosion control blanket would be adequate and therefore more bank length could be repaired.		
S002	Construct Training Dike (40ft., 8 Ft high) per NRCS guidelines to prevent erosion at property corner		\$35,700.00

Total Decrease Due to this Change Order \$84,235.00

Total Increase Due to this Change Order \$82,675.00

Net Increase Decrease Contract Amount Due This Change Order \$1,560.00

Original Contract Amount \$269,340.00

Net Change from Previous Change Orders \$0.00

Contract Amount Prior to this Change Order \$269,340.00

Net Increase Decrease This Change Order \$1,560.00

Contract Amount with all Approved Change Orders \$267,780.00

The time provided for completion in the Contract is Unchanged Increased Decreased by 21 calendar days.

This document shall become an Amendment to the contract and Special Provisions.

Recommended by: [Signature]
Engineer ARE Consultants, Inc.

2/21/14
Date 2-21-14

Accepted by: [Signature]
Contractor

2/21/14
Date

Accepted by: [Signature]
Owner

3-4-14
Date



City of Hattiesburg, MS

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

Master

File Number: 2014-0940

File ID: 2014-0940

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Authorize Mayor to execute Agreement for oxygen cylinder rental

Final Action: 03/04/2014

Minute Book Number: MB2014-64

Title:

Authorize Mayor to execute Agreement between the City of Hattiesburg and Airgas USA, LLC for Oxygen Cylinder Rental for the Fire Department

Notes:

Sponsors:

Enactment Date:

Attachments: 03-04-HFD Airgas Agreement, executed 03-04-HFD Airgas Agreement

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Authorize Mayor to execute Agreement between the City of Hattiesburg and Airgas USA, LLC for Oxygen Cylinder Rental for the Fire Department							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-0940

Title

Authorize Mayor to execute Agreement between the City of Hattiesburg and Airgas USA, LLC for Oxygen Cylinder Rental for the Fire Department

Summary

Authorize Mayor to execute Agreement between the City of Hattiesburg and Airgas USA, LLC for Oxygen Cylinder Rental for the Fire Department

This Agreement is entered into this ____24th__ day of ____February____ 2014 by and between Airgas USA, LLC South Region "Airgas" ("Seller"), and _____City of Hattiesburg_____ ("Customer") whereupon Airgas agrees to allow Customer to use the Containers (including but not limited to, compressed gas cylinders, liquid gas dewars) for Products purchased from Airgas, listed below, upon the following terms and conditions. For and in consideration of the mutual premises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

- TERM:** The initial term of this Agreement shall be for two (3) years and shall commence on and the date first above written and thereafter shall automatically renew for successive one (1) year terms unless terminated upon not less than six (6) months' written notice by either party. No price increase shall take place within the first 3months of this agreement, and in the event that a price increase does take effect, it shall not exceed 5% maximum.
- PAYMENT, PRICING, AND TAXES:** Net 30 Days. In the event Buyer fails to make any payment when due, Seller may charge Buyer interest at the highest rate permitted by law calculated from and excluding the due date thereof to and including the date of payment. Customer shall be responsible for all applicable taxes assessed under this transaction.

ITEM NUMBER	DESCRIPTION	PRICE	CYLINDER SIZE	DAILY RENTAL
OX USPDBIR	Oxygen USP Medical Pure D	7.50cyl	90 FT3	.15per day

- CYLINDER RETURN:** Buyer shall return, in good condition, all cylinders, complete with caps and fittings and shall pay Seller the replacement value of any lost or damaged cylinders, caps or fittings. Containers remain the property of Airgas.
- WARRANTY:** All Products, Other Items of Sale, cylinders and other containers furnished hereunder shall conform to the description thereof published by the manufacturer at the time of sale. THERE IS NO WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED THAT EXTENDS BEYOND SAID DESCRIPTION.
- LIMITATION ON LIABILITY:** Seller shall not be liable for any direct, indirect, special, incidental, and/or consequential damages, arising or alleged to arise out of or in connection with any Product, Other Items of Sale, or Equipment sold or leased hereunder, whether such damage results from any negligent act or omission or is related to strict liability, or otherwise.
- REMEDY:** Buyer's exclusive remedy for the unexcused failure on the part of the Seller to deliver Product when required by Buyer, regardless of cause of such failure, including negligence, shall be to recover from Seller the difference between the cost to Buyer of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder. Buyer's exclusive remedy for each unexcused failure of Product to meet the Seller's standard purity levels shall be to receive a refund of the price of such non-conforming Product or replacement thereof with Product that meets such purity levels.
- COMPLIANCE:** It is a responsibility of the Buyer to comply with all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. section 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) resulting from the presence of the chemicals supplied under the Agreement. Further, it is a responsibility of the Buyer to warn and protect its employees and others exposed to the hazards posed by the Buyer's storage and use of the Product.

In WITNESS WHEREOF, the parties hereto have caused this Agreement be signed as of the day and the year first written above.

Customer: _____City of Hattiesburg_____

Printed Name: _____

Signature: _____

Title: _____

Date: _____

Airgas USA, LLC – South Region

Printed Name: _____Brian Carlisle_____

Signature: _____

Title: _____Account Manager_____

Date: _____2-24-2014_____



Date: 2-24-2014



City of Hattiesburg, MS

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

Master

File Number: 2014-0938

File ID: 2014-0938

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/21/2014

Brief Title: 2013-2014 Dixie Boys Baseball Contract

Final Action: 03/04/2014

Minute Book Number: MB2014-64

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2013, though September 30, 2014. (Nunc Pro Tunc)

Notes:

Sponsors:

Enactment Date:

Attachments: Dixie Boys 2014 Contract, Contract Attachments, executed Dixie Boys 2014 Contract

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2013, though September 30, 2014. (Nunc Pro Tunc)							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-0938

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents. This program will operate October 1, 2013, though September 30, 2014. (Nunc Pro Tunc)

Summary

Agreement

Budget Information

002315.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the Noon Day Optimist Club, hereinafter referred to as “Association” and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as “City”, has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2013, and termination on the 30th day of September 2014. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2014 thru September 30, 2014**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the

City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars (\$12,200.00)** to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catchers equipment, batting helmets and other necessary equipment**). The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2014. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IIId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIIf.

VII.

WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the _____ day of _____, A.D., _____.

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

ATTEST:

CONNIE EVERETT, CITY CLERK

(S E A L)

CITY OF HATTIESBURG
MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

Maintenance Agreement for all tournaments will be negotiated.

The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

The Administration section of the Recreation Department manages the contracts.

CITY OF HATTIESBURG

CITY POLICIES

- a. General Public Use of Facility Policy
- b. Nondiscrimination Policy
- c. Liability Policy
- d. National Standards for Youth Sports Policy
- e. Coach Certification Review Policy
- f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT

Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD’S LIFE

Parents must recognize that youth sports are only a small part of a child’s life.

STANDARD # 5 – TRAINING

Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS’ ACTIVE ROLE

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS

Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child’s coaches.

STANDARD #8 – PARENTAL COMMITMENT

Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

STANDARD #9 – SAFE-PLAYING SITUATION

Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

STANDARD #10 – EQUAL PLAY OPPORTUNITY

Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

STANDARD # 11 - DRUG AND ALCOHOL-FREE ADULTS

Parents must be drug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

AGREEMENT
ATTACHMENT IIf
PAGE 2

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to insure maximum participation of all children, the number of members on a team should be limited as follows:

(1)	Football	20 players
(2)	Basketball	10 players
(3)	Soccer	14 players
(4)	Baseball	14 players
(5)	Softball	14 players

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, **without exception**, to-wit:

- (1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.
- (2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

AGREEMENT
ATTACHMENT IIf
PAGE 3

- (3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.
- (4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.
- (5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

The purpose of a sports league is to insure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to insure a sports league for all the children of Hattiesburg.

AGREEMENT
ATTACHMENT III

CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

- a. Worksheet Instructions
- b. Equipment, supplies, and related purchases worksheet ***NOTE*** All invoices must be attached to the equipment/supplies purchase worksheet as documentation
- c. Daily officials timesheet
- d. Year end officials summary timesheet
NOTE All daily timesheets must be attached to the year end summary as documentation

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

Program personnel shall complete worksheet by listing the name of the vendor, date items were purchased, invoice number, total of the invoice and a brief description of items purchased on that invoice. All invoices **MUST** be turned in with worksheets at the end of the program for accounting purposes.

II. Daily Program Time Sheet:

If officials, scorekeepers, or other program personnel are funded through monies provided by the City, a daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, they're name, address, social security number, number of games or hours they worked, total amount paid for particular day/night, and their signature.

III. Total Hours/Games Recap Sheet:

This sheet is a recap of the daily time sheets. At the completion of the program, the time sheets for each individual should be totaled and entered on the recap sheet. The daily timesheets **MUST** accompany the recap sheets at the end of the program for accounting purposes.

NOTE: Please return all expenditure reports to the City of Hattiesburg, City Clerks Office, 200 Forrest Street, Hattiesburg, MS 39401. If you have questions, please call (601) 545-4667.

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, the Noon Day Optimist Club, hereinafter referred to as "Association" and the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter referred to as "City", has entered into discussion with view of Association developing and promoting **Dixie Boys Baseball** for Hattiesburg residents, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party. Association and City do hereby agree and obligate themselves as follows, to-wit:

I.

Association will hereby develop and promote **Dixie Boys Baseball** for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2013, and termination on the 30th day of September 2014. Association shall be responsible for operation of the baseball program including, but not limited to **organization of league, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters** and other related duties and responsibilities. The program will operate **March 1, 2014 thru September 30, 2014**. Concessions, tournaments, clinics, and other moneymaking events will be covered by a separate agreement. Association shall provide to the City a written practice and game schedule. This schedule shall be inclusive of all scheduled dates and fields to be used. Season schedules shall be provided to the City no later than two (2) weeks prior to the start of the season. Make-up game schedules shall be provided to the

City no later than one (1) day prior to the scheduled make-up game. All recreation league regular season ending tournament schedules shall be provided to the City no later than one (1) week prior to the start of the scheduled tournament. All other tournaments, (sub-district, district, state, national, etc), shall be addressed by a separate contract. It shall be the responsibility of the Association to confirm potential post-season tournament dates with the City before bidding if use of City facilities or any maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than four (4) weeks prior to the start of the program.

II.

City shall be responsible for maintaining **Jack Cameron Baseball Field at Kamper Park** as described in Attachment I for providing seating and electricity.

The City shall provide **Twelve Thousand Two Hundred Dollars (\$12,200.00)** to be applied to the payment of officials and equipment (to include **baseballs, baseball bats, baseball pants, catchers equipment, batting helmets and other necessary equipment**). The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2014. The City does reserve the right to use facilities for other functions. See Attachment IIa for Policy on General Public Use of Facilities.

III.

Association does hereby obligate itself to comply with the policies of the City: That all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs; and that the City nondiscrimination policy (Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

Association does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the operation of this recreational program. The Liability Policy of the City is attached as Attachment IIc.

Association does hereby agree to appropriately acknowledge City contribution to the programming a public manner such as on ad boards, patches, and in all media. Association does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy (Attachments IIId and IIe, respectively) adopted by the City Council.

VI.

Association does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIIf.

VII.

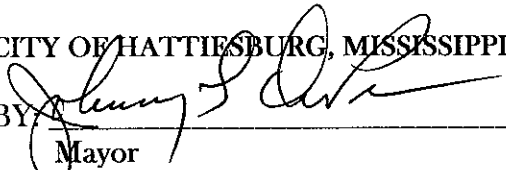
WITNESS the signatures of Contractor and City to duplicate originals of this Agreement on this, the 4th day of March, A.D., 2014.

Contractor

Noon Day Optimist Club

BY: _____

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Mayor

ATTEST:

Connie Everett (sc)
CONNIE EVERETT, CITY CLERK

(S E A L)

AGREEMENT
ATTACHMENT I

CITY OF HATTIESBURG
MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

Maintenance Agreement for all tournaments will be negotiated.

The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

CITY OF HATTIESBURG

CITY POLICIES

- a. General Public Use of Facility Policy
- b. Nondiscrimination Policy
- c. Liability Policy
- d. National Standards for Youth Sports Policy
- e. Coach Certification Review Policy
- f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

CITY OF HATTIESBURG

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

CITY OF HATTIESBURG

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IIc

CITY OF HATTIESBURG

LIABILITY POLICY

There are inherent risks and recognized hazards associated with participation in sports and recreational activities. By participating in these programs, the participant assumes those risks and liabilities. The City of Hattiesburg assumes no liability nor does it afford medical coverage for injuries caused by participation of individuals, groups, teams, etc. in sports and recreational programs. Organizations shall maintain a minimum of \$500,000.00 general liability insurance and list the City of Hattiesburg as a certificate holder.

AGREEMENT
ATTACHMENT IId

CITY OF HATTIESBURG

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

STANDARD #1 – PROPER SPORTS ENVIRONMENT

Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

STANDARD #2 – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN

Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

STANDARD #3 – DRUG AND ALCOHOL – FREE ENVIRONMENT

Parents must encourage a drug and alcohol-free environment for their children.

STANDARD #4 – PART OF A CHILD'S LIFE

Parents must recognize that youth sports are only a small part of a child's life.

STANDARD # 5 – TRAINING

Parents must insist that coaches are trained and certified.

STANDARD #6 – PARENTS' ACTIVE ROLE

Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

STANDARD #7 – POSITIVE ROLE MODELS

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AGREEMENT
ATTACHMENT IIe

CITY OF HATTIESBURG

COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

CITY OF HATTIESBURG

YOUTH SPORTS PARTICIPATION POLICY

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AGREEMENT
ATTACHMENT IIf
PAGE 2

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AGREEMENT
ATTACHMENT IIf
PAGE 3

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CITY OF HATTIESBURG

EXPENDITURE WORKSHEETS

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AGREEMENT
ATTACHMENT IIIa

CITY OF HATTIESBURG

WORKSHEET INSTRUCTIONS

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NOTE: Please return all expenditure reports to the City of Hattiesburg, City Clerks Office, 200 Forrest Street, Hattiesburg, MS 39401. If you have questions, please call (601) 545-4667.



City of Hattiesburg, MS

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

Master

File Number: 2014-0941

File ID: 2014-0941

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: MDEQ CATF 2014 Grant Award

Final Action:

Minute Book Number: MB2014-64

Title:

Acknowledge receipt of Mississippi Department of Environmental Quality Nonhazardous Corrective Action Trust Fund (CATF) award in the amount of \$78,390 and authorize Mayor to execute in triplicate the Grant Agreement.

Notes: Execute triplicate. Send to MDEQ by March 8, 2014.

Sponsors:

Enactment Date:

Attachments: MDEQ 2014 CATF Cooperative Agreement,
executed MDEQ 2014 CATF Cooperative Agreement

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Acknowledge receipt of Mississippi Department of Environmental Quality Nonhazardous Corrective Action Trust Fund (CATF) award in the amount of \$78,390 and authorize Mayor to execute in triplicate the Grant Agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-0941

Title

Acknowledge receipt of Mississippi Department of Environmental Quality Nonhazardous Corrective Action Trust Fund (CATF) award in the amount of \$78,390 and authorize Mayor to execute in triplicate the Grant Agreement.

Summary

MDEQ CATF Award 2014

Budget Information

Expenditure Type

Grant Acknowledgement

Purchasing Item

Publication Information



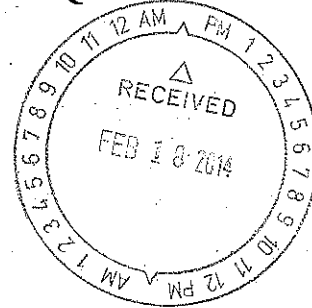
STATE OF MISSISSIPPI

PHIL BRYANT
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

TRUDY D. FISHER, EXECUTIVE DIRECTOR

February 10, 2014



Honorable Johnny L. DuPree, Mayor
City of Hattiesburg
P.O Box 1898
Hattiesburg, MS 39403

Dear Mayor DuPree:

The Mississippi Department of Environmental Quality (MDEQ) has completed review of the application submitted by the City of Hattiesburg for funding assistance from the Mississippi Nonhazardous Corrective Action Trust Fund (CATF). The City's application requested funding assistance in the amount of \$78,390 to evaluate and design potential corrective measures for erosion conditions at the historic Gordon's Creek Landfill site. Based on the review of the proposal, MDEQ is approving this initial project to conduct specific evaluatory, design, and engineering aspects of this project subject to the full execution of the attached Cooperative Agreement.

Please be advised that the award of this funding assistance for this portion of the project does not represent a commitment or guarantee of future funding by MDEQ for remediation or corrective action efforts at the subject landfill site. Any prospective future funding proposals by the City related to this site will be evaluated on the individual merits of the proposed corrective actions and work.

The formal Cooperative Agreement has been enclosed for your review and signature. Please review and if agreeable, sign the three copies of the agreement and return these three signed copies within the 30 days to Mr. Brad Ware at our Department. Please contact me at (601) 961-5537 if you have any questions concerning this funding award.

Sincerely,

Ryan Case,
Environmental Engineer-In-Training
Solid Waste Policy, Planning and Grants
Branch

Jay Estes, Allen Engineering and Science

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us

AN EQUAL OPPORTUNITY EMPLOYER

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. CATF003	
		Date of Staff Approval 10-Feb-14	
AGREEMENT TYPE		Recipient Type	
Cooperative Agreement		CITY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment			
RECIPIENT CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403		PROJECT MANAGER HONORABLE JOHNNY L. DUPREE MAYOR	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261		PROJECT MANAGER RYAN CASE SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
ASSISTANCE PROGRAM NON HAZARDOUS CORRECTIVE ACTION TRUST FUND PROGRAM		STATUTORY AUTHORITY SECTION 17-17-63, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION EVALUATE AND DESIGN CORRECTIVE MEASURES FOR EROSION CONTROL AT GORDON'S CREEK LANDFILL SITE			
PROJECT LOCATION CITY HATTIESBURG COUNTY FORREST STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2014.	
		TOTAL PROJECTED PERIOD COST \$ 78,390.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action -- (4040)		\$ 78,390.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$ 78,390.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other Contribution		\$ 78,390.00	
Total Charges		\$ 78,390.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Non-hazardous Solid Waste Corrective Action Trust Fund)
(City of Hattiesburg)

Funding Award Amount

Funds reimbursed to the City of Hattiesburg (Recipient) to implement the proposed corrective action project shall not exceed a total grant award of \$78,390.00 (seventy eight thousand three hundred ninety dollars and zero cents).

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit the Attachment A, Request for Payment Form, and additional documentation for verification of service/work performed to the Mississippi Department of Environmental Quality (MDEQ) prior to payment being issued. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds granted under this award shall be utilized and/or disbursed in a manner consistent with the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Regulations, the Recipient's approved CATF application for funding assistance incorporated herein by reference and the Terms and Conditions of this assistance agreement. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

Conditions of Funding Award

1. The Recipient shall comply with all applicable requirements under the CATF Regulations established pursuant to the Mississippi Code Annotated Section 17-17-63.
2. The Recipient shall conduct the approved evaluatory and design work related to efforts to correct bank erosion at the City of Hattiesburg's closed Gordon's Creek Landfill in a manner consistent with the applicable state laws and regulations, the written plans provided to and approved by MDEQ, and the special conditions contained herein.
3. The Recipient shall conduct the evaluatory, planning, and design activities for the project in two phases. These shall generally be conducted in accordance with the following conditions:

A. Phase 1:

The preliminary project work shall include the evaluation of several potential design alternatives for the bank stabilization project and the development of a recommendation and justification for the alternative that best addresses the environmental and economic effectiveness of the design. The Recipient shall present the alternatives evaluated and its recommendation to MDEQ.

B. Phase 2:

Upon agreement between Recipient and MDEQ on a design alternative, the Recipient shall develop detailed engineering and design plans for the proposed bank stabilization project. The Recipient shall present the final plans to MDEQ. The final plans shall include a proposed implementation plan for the future construction project and shall estimate the anticipated costs for construction.

Reporting Requirements

The Recipient shall provide MDEQ with individual written reports summarizing the two primary phases of the project, the overall results of the project and other future site considerations. These reports may be submitted in conjunction with the submittal of RFP's where appropriate. The reports shall, at a minimum, contain the following:

A. Phase 1 Report:

A summary report shall be developed and presented in writing at a meeting with MDEQ detailing the engineering and design alternatives

B. Phase 2 Report:

A summary report shall be developed and presented in writing at a meeting with MDEQ including the appropriate documents and drawings of the engineering and design plans developed for the selected stabilization alternative. This report shall also include a proposed implementation plan and shall estimate the anticipated costs for the corrective action project.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of 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; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding \$78,390.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement to **EVALUATE AND DESIGN CORRECTIVE MEASURES FOR EROSION CONDITIONS AT GORDON'S CREEK LANDFILL SITE.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF HATTIESBURG

Authorized Signature

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number CATF003

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the Mississippi Department of Environmental Quality to the Recipient of the amount now due under the agreement, to wit, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. CATF003	
		Date of Staff Approval 10-Feb-14	
AGREEMENT TYPE		Recipient Type	
Cooperative Agreement		CITY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment			
RECIPIENT CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403		PROJECT MANAGER HONORABLE JOHNNY L. DUPREE MAYOR	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261		PROJECT MANAGER RYAN CASE SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
ASSISTANCE PROGRAM NON HAZARDOUS CORRECTIVE ACTION TRUST FUND PROGRAM		STATUTORY AUTHORITY SECTION 17-17-63, MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION EVALUATE AND DESIGN CORRECTIVE MEASURES FOR EROSION CONTROL AT GORDON'S CREEK LANDFILL SITE			
PROJECT LOCATION CITY HATTIESBURG COUNTY FORREST STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2014.	
		TOTAL PROJECTED PERIOD COST \$ 78,390.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action -- (4040)		\$ 78,390.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$ 78,390.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other Contribution		\$ 78,390.00	
Total Charges		\$ 78,390.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Non-hazardous Solid Waste Corrective Action Trust Fund)
(City of Hattiesburg)

Funding Award Amount

Funds reimbursed to the City of Hattiesburg (Recipient) to implement the proposed corrective action project shall not exceed a total grant award of \$78,390.00 (seventy eight thousand three hundred ninety dollars and zero cents).

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit the Attachment A, Request for Payment Form, and additional documentation for verification of service/work performed to the Mississippi Department of Environmental Quality (MDEQ) prior to payment being issued. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds granted under this award shall be utilized and/or disbursed in a manner consistent with the Mississippi Nonhazardous Solid Waste Corrective Action Trust Fund (CATF) Regulations, the Recipient's approved CATF application for funding assistance incorporated herein by reference and the Terms and Conditions of this assistance agreement. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

Conditions of Funding Award

1. The Recipient shall comply with all applicable requirements under the CATF Regulations established pursuant to the Mississippi Code Annotated Section 17-17-63.
2. The Recipient shall conduct the approved evaluatory and design work related to efforts to correct bank erosion at the City of Hattiesburg's closed Gordon's Creek Landfill in a manner consistent with the applicable state laws and regulations, the written plans provided to and approved by MDEQ, and the special conditions contained herein.
3. The Recipient shall conduct the evaluatory, planning, and design activities for the project in two phases. These shall generally be conducted in accordance with the following conditions:

A. Phase 1:

The preliminary project work shall include the evaluation of several potential design alternatives for the bank stabilization project and the development of a recommendation and justification for the alternative that best addresses the environmental and economic effectiveness of the design. The Recipient shall present the alternatives evaluated and its recommendation to MDEQ.

B. Phase 2:

Upon agreement between Recipient and MDEQ on a design alternative, the Recipient shall develop detailed engineering and design plans for the proposed bank stabilization project. The Recipient shall present the final plans to MDEQ. The final plans shall include a proposed implementation plan for the future construction project and shall estimate the anticipated costs for construction.

Reporting Requirements

The Recipient shall provide MDEQ with individual written reports summarizing the two primary phases of the project, the overall results of the project and other future site considerations. These reports may be submitted in conjunction with the submittal of RFP's where appropriate. The reports shall, at a minimum, contain the following:

A. Phase 1 Report:

A summary report shall be developed and presented in writing at a meeting with MDEQ detailing the engineering and design alternatives

B. Phase 2 Report:

A summary report shall be developed and presented in writing at a meeting with MDEQ including the appropriate documents and drawings of the engineering and design plans developed for the selected stabilization alternative. This report shall also include a proposed implementation plan and shall estimate the anticipated costs for the corrective action project.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of 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; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

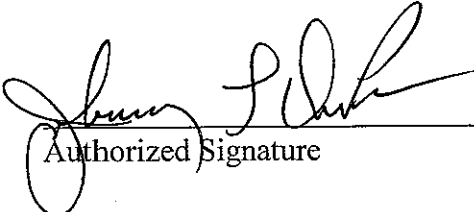
The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding **\$78,390.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement to **EVALUATE AND DESIGN CORRECTIVE MEASURES FOR EROSION CONDITIONS AT GORDON'S CREEK LANDFILL SITE.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF HATTIESBURG



Authorized Signature

3-4-14

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number CATF003

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the Mississippi Department of Environmental Quality to the Recipient of the amount now due under the agreement, to wit, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
2. Total amount of grant: \$ _____
3. Total prior payments approved: \$ _____
4. Total funds requested to date (*line 1 plus line 3*): \$ _____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
7. Amount contributed by recipient to date: \$ _____
8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up).

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date



City of Hattiesburg, MS

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

Master

File Number: 2014-0944

File ID: 2014-0944

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Gordons Creek Allen Eng SOW

Final Action: 03/04/2014

Minute Book Number: MB2014-65

Title:

Authorize Mayor to execute Project Authorization with Allen Engineering for engineering services for Phase I Bank Stabilization: Project Planning and Design Engineering at Gordon's Creek Landfill, in the amount of \$78,390.00, funded through the MDEQ CATF program.

Notes: funded through MDEQ CATF 2014

Sponsors:

Enactment Date:

Attachments: CATF 2014 MDEQ Allen Eng SOW, executed CATF
2014 MDEQ Allen Eng SOW

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute Project Authorization with Allen Engineering for engineering services for Phase I Bank Stabilization: Project Planning and Design Engineering at Gordon's Creek Landfill, in the amount of \$78,390.00, funded through the MDEQ CATF program.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2014-0944

Title

Authorize Mayor to execute Project Authorization with Allen Engineering for engineering services for Phase I Bank Stabilization: Project Planning and Design Engineering at Gordon's Creek Landfill, in the amount of \$78,390.00, funded through the MDEQ CATF program.

Summary

MDEQ CATF Allen Engineering

Budget Information

Expenditure Type

Grant project

Purchasing Item

Publication Information



6360 I-55 North, Suite 330
Jackson, Mississippi 39211
www.AllenES.com

Phone 601.936.4440
Fax 601.936.4463

February 17, 2014

City of Hattiesburg
Dr. Johnny L. DuPree, Mayor
City Hall 200 Forrest Street
Hattiesburg, Mississippi 39401

**Re: Scope of Work and Fee Estimate for Engineering Services
Phase I – Bank Stabilization: Project Planning and Design Engineering
CATF Gordon's Creek Landfill Bank Stabilization
Hattiesburg, Mississippi**

Dear Mayor DuPree:

Allen Engineering and Science (AllenES) is pleased to present this scope of work and fee estimate to provide engineering design services for bank stabilization of approximately 950 linear feet of Gordon's Creek located in Hattiesburg, Mississippi. The 950 linear feet of stream bank borders an existing unpermitted landfill known as Gordon's Creek Landfill. The project stream bank has significant erosion which has exposed the unpermitted landfill's waste materials. This waste material in the bank is eroding from the banks and depositing in Gordon's Creek and Leaf River which is degrading water quality.

The objective of this work is to assist you with permitting, site surveying, engineering design alternatives, engineering design, construction drawings, contract documents, and bid assistance to permanently stabilize the eroding bank of Gordon Creek and to prevent further environmental degradation. AllenES will work closely with the City of Hattiesburg to prepare the permitting and construction documents necessary for successful project completion.

BACKGROUND

The Gordon's Creek Landfill existed as an unpermitted landfill prior to the enactment of the Subtitle D regulations in the early 1990's. Based on interpretation of aerial photography, landfilling activities appear to have taken place from the late 1950's and early 1960's through the early 1970's. While the site is currently owned by the City of Hattiesburg, information relative to previous ownership is almost non-existent. With landfilling activities ceasing in the early 1970's and prior to effective solid waste management and facility closure regulations, the site was not "closed" in the sense that we typically see such facilities closed. The site was either not provided with a full cap or was capped with materials that have since eroded and have become ineffective.



In addition, the location of the site adjacent to the Leaf River and Gordon's Creek in east Hattiesburg has created additional environmental concerns. As the banks of Gordon's Creek eroded over time, deposited waste materials have been exposed and are frequently washed into the Leaf River and the Pascagoula River Basin as a result of continued erosion.

The primary goal of this work is to create an engineering design to stabilize approximately 950 linear feet of Gordon's Creek extending from the end point of the previous stabilization effort to the confluence of Gordon's Creek and Leaf River in order to prevent further erosion and to prevent continued environmental and water quality degradation.

SCOPE OF WORK

AllenES proposes the following scope of work to assist the City of Hattiesburg.

TASK 1 SITE SURVEY

AllenES will conduct an initial site topographic and planimetric survey to collect existing features of the Gordon Creek stream bank. Features such as topography, bank grade, trees, exposed utilities, structures, and other important information necessary for a complete design will be collected during this survey. The survey will be conducted using a sub-centimeter GPS unit and a Total Station.

TASK 2 PRELIMINARY ENGINEERING DESIGN AND PERMITTING

Wetland Permit: AllenES will review the available remote-sensing data, including USGS topographic quadrangle, NWI maps, soils maps, and any additional information provided to determine the potential for jurisdictional waters of the U.S. to be present on site. This level of review and data collection can suffice for submittal of a Preliminary Jurisdiction Determination (JD) Report for the site to the United States Army Corp of Engineers (USACE), which will likely be required as part of the Nation Wide Permit (NWP) application. Once preliminary data is collected, AllenES will coordinate with the USACE to identify the components necessary to acquire the requested NWP.

AllenES will conduct an onsite visit to determine the presence of areas under the jurisdiction of the USACE. "Waters of the United States" will be identified in accordance with the 1987 Wetland Delineation Manual (manual) and the definitions found at 33 CFR 328.3. "Waters of the United States" includes wetlands, lakes, streams, rivers, etc. that would be considered jurisdictional pursuant to Section 404 of the Clean Water Act (Section 404). This definition also refers to non-navigable, not relatively permanent tributaries that have a significant nexus to traditional navigable water.

AllenES will prepare a Pre-Construction Notification (PCN) for submittal to the USACE for impacts that fall under the auspices of a Nationwide Permit (NWP). As part of the information required to complete a PCN, AllenES will review available online data to determine the likelihood of the presence of threatened and endangered species, cultural resources, and 303(D) listed waters on the subject site. AllenES will obtain approval letters from U.S. Fish and Wildlife, Mississippi Department of Wildlife, Fisheries, and Parks (MDWFP), and Mississippi Department of Archives and History (MDAH) as part of the NWP application. If historically significant cultural resources are present onsite, then a more detailed onsite investigation may be required. This would require the assistance of an archaeological professional and is beyond the scope of the proposed services.



Please note, compensatory mitigation is typically required for projects that involve impacts exceeding 0.1 acre of wetland and/or streams, and/or 100 linear feet of stream. AllenES anticipates the project impacts will require a NWP and will not require mitigation. If compensatory mitigation is required, it will be covered under a separate scope of work.

Storm Water Permit: Storm Water Permits for construction activities must be available for Mississippi Department of Environmental Quality (MDEQ) to review when one to five acres will be disturbed by the construction activities. AllenES will review the total disturbed area of the Gordon's Creek Landfill Bank Stabilization Project to determine if more than one acre of land will be disturbed. If more than one acre of land will be disturbed, a Small Construction Notice of Intent (SCNOI) and Storm Water Pollution Prevention Plan (SWPPP) will be required. AllenES will prepare the SCNOI application which must include a SWPPP, site location, and details of proposed storm water Best Management Practices (BMPs) such as silt fences and straw wattles to be used during construction to prevent sediment from leaving the construction site and to protect water quality. AllenES will prepare preliminary drawings of the proposed facilities as part of the application package. The SCNOI and SWPPP are not required to be submitted to MDEQ but must be available on site during construction.

Hydrologic Evaluation: A hydrologic study will be conducted to determine flows through Gordon's Creek. Design factors including velocities and flow depths will be calculated within the channel in order to accurately select design alternatives to permanently stabilize the eroding bank. The design factors will be used to select the proper armoring type, elevation of armor, and thickness of armor to permanently stabilize the bank. This hydrologic evaluation will be completed by engineering calculations or computer modeling software.

Bank Stabilization: AllenES will generate a bank stabilization design that will take into consideration factors including soil type, side slope, stream flow velocities, landfill cap requirements, and any other design criteria pertinent to permanent stabilization. Upon determining design characteristics, AllenES will select materials suitable for permanent stabilization of the bank.

Clearing/Grubbing Limits: AllenES will determine the appropriate clearing/grubbing limits needed for construction completion. Access road layouts and bank clearing lines will be included in this design. Clearing/Grubbing limits along with planned access roads will be shown on the construction drawings with estimated quantities.

TASK 3 EVALUATION DESIGN ALTERNATIVES

AllenES will analyze at least three design alternatives for stabilizing the eroding Gordon's Creek Stream Bank. The alternative will include traditional stream bank armoring options as well as softer more natural stabilization options to stabilize the stream bank. The bank stabilization options will include a cost benefit analysis to determine the most suitable and cost efficient design alternative. AllenES will work closely with the City of Hattiesburg to determine the most suitable and cost efficient design alternative.

TASK 4 FINAL DESIGN ENGINEERING

AllenES will generate an engineering design for the selected alternative. Design activities will consist of the following:

Bank Stabilization Design: AllenES will generate a stream bank stabilization design based on the selected design alternative. The design will take into consideration factors including soil type, side



slope, flow velocities and any other design criteria pertinent to permanent stabilization. The Bank Stabilization Design will include a site layout showing approximate utility locations, grading plan, access roads, clearing limits, benchmarks, and profile views of the selected design alternative.

Storm Water Management Design: AllenES will design an Erosion and Sedimentation Control Plan for storm water management during construction activities. This plan is expected to consist of structural Best Management Practices including silt fence, straw wattles, rip-rap check dams, and other controls that may be necessary to control off site migration of sediment.

Construction Drawings and Specifications: AllenES will generate a set of Construction Drawings and Specifications for submittal to the City of Hattiesburg for review and approval. It is anticipated that the Construction Drawing set will consist of the following:

Drawing 1	Title Page
Drawing 2	Drawing Index and Site Location Map
Drawing 3	Existing Site Conditions
Drawing 4	Stream Bank Regrading Plan
Drawing 5	Solid Waste Relocation Plan
Drawing 6	Solid Waste Landfill Capping Plan
Drawing 7	Bank Stabilization Plan
Drawing 8	Bank Stabilization Details
Drawing 9	Storm Water Management Plan
Drawing 10	Storm Water Management Details

Budgetary Estimating: Upon completion of City of Hattiesburg approval of design and construction documents, AllenES will generate preliminary construction costs related to project implementation. These costs will be utilized to ensure that bids submitted by contractors are in accordance with activities required for successful project completion.

Contract Documents: Following approval of construction drawings, AllenES will generate all contract documents necessary for bidding purposes. The contract documents, construction drawings, and specifications will be combined to form a construction project manual to be used once funding for construction has been obtained. The construction project manual will be combined for easy submittal to contractors once the project is advertised for bids.

COSTS

AllenES estimates the total Lump Sum cost to complete the tasks outlined above will be Seventy-Eight Thousand Three Hundred Ninety Dollars (\$78,390.00). The estimated fee includes all costs for labor and other direct expenses for travel, per diem, materials, and supplies. Billing will be submitted to you monthly based on percent complete of each task.

ASSUMPTIONS:

- Site access to all work areas will be provided by the City of Hattiesburg as necessary to perform the project.



- The project will be required to obtain a Nationwide Permit from the Army Corp of Engineers. The project will not require an individual 404 Permit. If the project requires further wetland permitting or mitigation, it will be covered under a separate scope of work.
- Site easements will be provided by the City of Hattiesburg.
- AllenES anticipates less than 5 acres will be disturbed during project activities and the project will not require a Large Construction Notice of Intent (LCNOI) and submittal of a SWPPP for MDEQ approval.

CLOSING

AllenES appreciates the opportunity to present this proposal to you. Should you have any questions or need additional information, then please call us at (601) 936-4440. If this proposal is acceptable to you, then please complete and email us the authorization section provided below.

Sincerely,
Allen Engineering and Science

Zachary A. Young, P.E.
Project Engineer III

Jay C. Estes, AICP.
Senior Principal Planner and Director of Operations



PROJECT AUTHORIZATION

312 Hemphill Street, Hattiesburg, Mississippi 39401
Phone: 601-583-2182 • Fax: 601-583-2828 • accounting@allenes.com

PROJECT INFORMATION

To be completed by Allen Engineering and Science Representative

CLIENT NAME: City of Hattiesburg, MS
(Responsible Party)

PROJECT NAME: Gordon's Creek Bank Stabilization

DESCRIPTION: Engineering design and permitting for stabilization of approximately 960 linear feet of stream bank on the south bank of Gordon's Creek adjacent to the Gordon's Creek landfill near the confluence of Gordon's Creek and the Leaf River.

PROJECT LOCATION: Hattiesburg, MS
Gordon's Creek at the confluence with the Leaf River

COST: \$78,390

RATES/TERMS: Standard Fee Schedule/Net 30 Days
See attached scope and cost proposal

ALLENES CONTACT: Jay C. Estes, AICP; Senior Principal Planner and Chief Operating Officer
(jestes@allenes.com) (601) 583-2182

AUTHORIZATION

To be completed by Client

If the project details listed above are acceptable, please sign and date below. Upon execution, return two signed copies to Allen Engineering and Science, Inc. The effective date of this project will be the authorization date below.

I hereby authorize Allen Engineering and Science, Inc. to proceed with the above-referenced project. I have read and agree to the associated Terms and Conditions. In executing this authorization form, I represent that it is correct, and I certify that I have the authority to execute this authorization form on behalf of the responsible party. I am willing that a digital authorization or a photocopy of this authorization be accepted with the same authority as the original.

AUTHORIZED BY:

TITLE:

COMPANY:

DATE:

SIGNATURE:



PROJECT AUTHORIZATION

312 Hemphill Street, Hattiesburg, Mississippi 39401
Phone: 601-583-2182 • Fax: 601-583-2828 • accounting@allenes.com

PROJECT INFORMATION

To be completed by Allen Engineering and Science Representative

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AUTHORIZED BY: Johnny L. DuPree

TITLE: Mayor

COMPANY: City of Hattiesburg

DATE: 3-4-14

SIGNATURE:



City of Hattiesburg, MS

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

Master

File Number: 2014-0931

File ID: 2014-0931

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2014

Brief Title: Acknowledge receipt and accept Irrevocable Standby Letter of Credit for slope restoration at Ridge at Turtle Creek

Final Action:

Minute Book Number: MB2014-65

Title: Acknowledge receipt of and accept Irrevocable Standby Letter of Credit from Hattiesburg-Synergy, LLC in lieu of a maintenance bond for slope restoration work within the slope easement associated with the Ridge at Turtle Creek, a public road duly dedicated to and accepted by the City of Hattiesburg for maintenance as a city street in April 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Letter of Credit Ridge at Turtle Creek, Atty Correspondence Ridge @ Turtle Creek

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Acknowledge receipt of and accept Irrevocable Standby Letter of Credit from Hattiesburg-Synergy, LLC in lieu of a maintenance bond for slope restoration work within the slope easement associated with the Ridge at Turtle Creek, a public road duly dedicated to and accepted by the City of Hattiesburg for maintenance as a city street in April 2012.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-0931

Title

Acknowledge receipt of and accept Irrevocable Standby Letter of Credit from Hattiesburg-Synergy, LLC in lieu of a maintenance bond for slope restoration work within the slope easement associated with the Ridge at Turtle Creek, a public road duly dedicated to and accepted by the City of Hattiesburg for maintenance as a city street in April 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: January 31, 2014

Letter of Credit No. 13545

Beneficiary: City of Hattiesburg,
Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Applicant: Hattiesburg-Synergy, LLC

Amount: 11,900.00 USD (Eleven Thousand Nine Hundred and 00/100 Dollars)

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft drawn on us under the terms and conditions stated herein-below.

The draft drawn on us must be in the form of Exhibit "A" hereof, must bear on its face the words "Drawn Under Community Bank of Texas, NA Irrevocable Standby Letter of Credit Number 13545 dated January 31, 2014" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by the following:

1. A statement executed by the Beneficiary stating "The undersigned hereby certifies that Hattiesburg-Synergy, LLC is in default under the terms of that certain Development Agreement executed by the City of Hattiesburg and SGI-Hattiesburg III, LTD, predecessor in interest to Hattiesburg-Synergy, LLC, on January 18, 2011 as to the following particulars associated with defective workmanship and/or materials relating to the slope restoration work within the slope easement associated with The Ridge At Turtle Creek (Public Road), a public road duly dedicated to and accepted by the City of Hattiesburg for maintenance as a city street in April 2012: [INSERT LIST OF SPECIFIC ITEMS OF DEFAULT], amounting to reasonable costs resulting from said defective workmanship and/or materials of \$ [INSERT AMOUNT], and the applicable notice has been given and the period to cure such default (per Section 6 of said Development Agreement) has expired.
2. The original of this Irrevocable Standby Letter of Credit and any amendments thereto.

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1415 Louisiana, Suite 400, Houston, TX 77002 | 713.210.7600

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NMLS #423137

The proceeds of the draft drawn hereunder must be credited to amounts owed to you by the Applicant.

We do hereby engage with you that the draft drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: 5999 Delaware, Beaumont, TX 77706, on or before 2:00 P.M. Central Standard Time at said location on or before the Expiration Date, at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

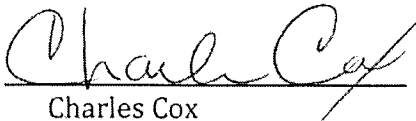
Only one draft may be drawn, and any such draft may be in any amount up to the full amount of this Irrevocable Standby Letter of Credit. This Irrevocable Standby Letter of Credit may not be assigned or transferred.

It is expressly understood that this Irrevocable Standby Letter of Credit is submitted in lieu of, and substituted for, a Maintenance Bond pursuant to Section 118.05 of the City of Hattiesburg Development Code, and solely for such purpose of fulfilling the requirement of that section of said Code as to the posting of said Maintenance Bond guaranteeing, for a period of one (1) year after the Issuance Date, to the City the reasonable costs resulting from defective workmanship and/or materials relating to the slope restoration work performed within the slope easement adjacent to The Ridge At Turtle Creek Drive accepted in April 2012 by Beneficiary for dedication and maintenance.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument or agreement.

This undertaking is issued subject to the International Standby Practices 1998.

Community Bank of Texas, NA

By: 
Charles Cox

Its: Executive Vice President

EXHIBIT "A"

SIGHT DRAFT

To: Community Bank of Texas, NA, P. O. Box 26017, Beaumont, TX 77720-6017

Date: _____

Drawn under Community Bank of Texas, NA Irrevocable Standby Letter of Credit
Number 13545 dated January 31, 2014.

DRAFT AMOUNT (in words):

_____ and ____/100 Dollars (U.S.)

DRAFT AMOUNT (in figures):

\$ _____ . _____

REMITTANCE ADDRESS:

AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT THE
REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT SPECIFIED
ABOVE.

BENEFICIARY:

City of Hattiesburg, Mississippi

By: _____

Its: Mayor

ATTEST:

City Clerk



■ Ronald D. Farris
Post Office Box 1458
Madison, MS 39130-1458
601.354.1458
888.503.0660 Fax
ron@farrislawgroup.net

February 25, 2014

BY OVERNIGHT CARRIER

City of Hattiesburg
C/O Connie Everett, CFO/City Clerk
Hattiesburg City Hall
200 Forrest Street
Hattiesburg, MS 39401

RE: The Ridge at Turtle Creek / Hattiesburg, MS
Irrevocable Standby Letter of Credit No. 13545

Dear Connie:

This letter confirms our telephone conferences concerning The Ridge at Turtle Creek Drive, and your confirmation that the City of Hattiesburg accepted The Ridge at Turtle Creek Drive for dedication to the public as a city street, and for maintenance purposes, in April 2012. I have requested copies of the minutes from the meeting in which that was accomplished.

Per our discussions to date, please find enclosed the original Irrevocable Standby Letter of Credit No. 13545 having Issue Date of January 31, 2014 ("LOC").

This LOC is submitted to you in trust, pending the City of Hattiesburg's formal acceptance of same in lieu of the Maintenance Bond referenced in Section 118.05 of the City's Development Code incident to the completion of curative work on the slope of The Ridge at Turtle Creek Drive. In accordance with Section 118.05, the LOC has been submitted to and approved by the interim city engineer, and the amount of the LOC has been submitted to and approved by the interim city engineer. You advised me previously that the LOC will be on the City Council's agenda for its next regular meeting on March 4, 2014.

City of Hattiesburg
C/O Connie Everett, CFO/City Clerk
February 25, 2014
Page 2

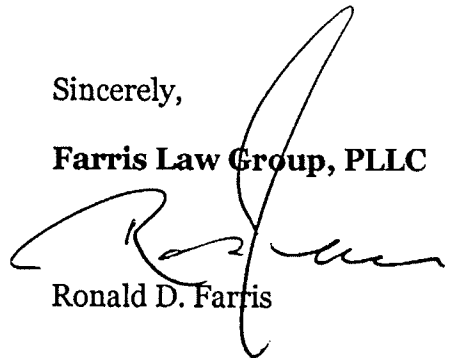
Once the City has accepted the LOC, the LOC is released to the City.

At your convenience, I ask that you please provide me with a certified or attested copy of the final minutes approving the LOC for my file.

With best regards, I remain

Sincerely,

Farris Law Group, PLLC

A handwritten signature in black ink, appearing to read 'Ronald D. Farris', is written over the printed name and firm name.

Ronald D. Farris

RDF:jch
Enclosure



City of Hattiesburg, MS

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

Master

File Number: 2014-0950

File ID: 2014-0950

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: 2013 CAPER

Final Action:

Minute Book Number: MB2014-65-66

Title:

Acknowledge receipt of the final 2013 Consolidated Annual Performance and Evaluation Report (CAPER) and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2014.{Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 CAPER Final 2-25-2014 with Cover, 2013 Projects by Type and Tract, Notice of Availability, Copies of Published Notices, RECORD OF PUBLIC COMMENT, executed Notice of Availability

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Acknowledge and Approve				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Acknowledge receipt of the final 2013 Consolidated Annual Performance and Evaluation Report (CAPER) and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2014.{Entitlement}							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-0950

Title

Acknowledge receipt of the final 2013 Consolidated Annual Performance and Evaluation Report (CAPER) and approve the subsequent submission of the CAPER to the U.S. Dept. of Housing and Urban Development by March 31, 2014. {Entitlement}

Summary

2013 CAPER

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg

2013 Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year January 1, 2013 — December 31, 2013

**Presented to the U.S. Department of Housing and Urban Development
March 31, 2014
City of Hattiesburg
Department of Federal & State Programs
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401**

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IV.	CR-20 – Affordable Housing	16
V.	CR-25 – Homeless and Other Special Needs	19
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VII.	CR-35 – Other Actions	22
VIII.	CR-40 – Monitoring	25
IX.	CR-45 – CDBG	26
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Appendix A — Map of 2013 Projects by Type

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Hattiesburg made great progress in 2013 toward achieving objectives set forth in both the 2013-2017 Consolidated Plan and the Annual Action Plans laid out in years 2012 and earlier. Notably, many of the completed activities in 2013 utilized funding identified in prior years for activities of prior year Action Plans. The results reported herein, in many cases, make it appear that accomplishment has far exceeded 2013 goals or 2013-2017 goals, when in actuality some of these accomplishments are attributable to funding received prior to the 2013 Program Year. Also of note, is the fact that HUD funding is often made available so late into a Program Year, that to report only what was accomplished in any given year with that given year's funds would leave virtually nothing to report.

Accomplishments in 2013 include the following:

Demolition of nine (9) vacant, dilapidated houses that were a blight on the community - completed with prior year funding;

Downpayment Assistance for one homebuyer for a house developed by a CHDO - completed with prior year funding (A second recipient has received funding for downpayment assistance, but because IDIS flagged an unrelated activity late in the year and after the DPA recipient had been selected for a DPA award, the activity was not set up in IDIS as of 12/31/2013. The IDIS accomplishment will likely have to be reported in the 2014 CAPER).

Affordable Housing activities included the construction of one (1) new affordable homebuyer house by a CHDO, the construction of one (1) new affordable rental house by a CHDO, and the rehabilitation or repair of fourteen (14) homeowner occupied houses. All of these activities were accomplished with prior year funding.

In 2013, the City used input received in the creation of the Consolidated Plan/Action Plan as justification for targeting Public Service funding toward activities that benefit the homeless, the disabled, those living with HIV/AIDS, and other special needs groups. An RFP process was utilized to solicit such proposals, although the process did not exclude other generally eligible Public Service activities. The result produced subrecipient agreements with four (4) agencies focused on such targeted groups and one (1) agreement with an agency focused on more general low/mod benefit. Funding for these activities comes from the 2013 Program Year.

Commercial Rehabilitation activities supported improvements at four (4) businesses in low-income areas. Prior year funding allocated for Facade Improvement (Commercial Rehabilitation) was used to carry out these projects.

One Microenterprise Assistance activity was completed in 2013 under an agreement established in 2012 with funding from prior years.

Although no completion data is yet available related to Homeless/Special Needs Housing, the City did enter into a subrecipient agreement in 2013 for a large scale activity that is anticipated to account for a majority of the 2013-2017 goals set for this purpose. Also of note is that some of the anticipated accomplishments under this category are mirrored under the Public Service category where there are, in fact, related accomplishments reported.

One (1) Public Facility activity was completed in 2013 with funding from prior years, which benefits the low-income population near Chain Park.

As stated previously, many of these accomplishments represent activities set up and funded by prior year Action Plans. However, significant progress has been made in expending those funds, and this progress is expected to continue in 2014.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Commercial Rehabilitation	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	5	4	80.00%		0	
Demolition	Demolition	CDBG: \$30000	Buildings Demolished	Buildings	50	9	18.00%	6	9	150.00%

Down Payment Assistance	Affordable Housing	HOME: \$30000	Direct Financial Assistance to Homebuyers	Households Assisted	10	1	10.00%	3	1	33.33%
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	1	10.00%		0	
Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	10	0	0.00%		0	
Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$150000	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20	0	0.00%	15	0	0.00%
Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$150000	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	50	0	0.00%	33	0	0.00%
Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$150000	Housing for Homeless added	Household Housing Unit	20	0	0.00%	15	0	0.00%

Homeless and Special Needs Housing Units	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$150000	Housing for People with HIV/AIDS added	Household Housing Unit	20	0	0.00%	15	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$129762 / HOME: \$185740	Rental units rehabilitated	Household Housing Unit	2	0	0.00%		0	
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$129762 / HOME: \$185740	Homeowner Housing Added	Household Housing Unit	4	1	25.00%	1	1	100.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: \$129762 / HOME: \$185740	Homeowner Housing Rehabilitated	Household Housing Unit	30	14	46.67%	4	14	350.00%
Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	0	0.00%		0	

Public Facility Improvement	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	4136	827.20%		0	
Public Facility Improvement	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%		0	
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$60000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	357	35.70%	200	357	178.50%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$60000	Homeless Person Overnight Shelter	Persons Assisted	100	9	9.00%	20	9	45.00%

Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$60000	Homelessness Prevention	Persons Assisted	100	0	0.00%	20	0	0.00%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$60000	HIV/AIDS Housing Operations	Household Housing Unit	100	0	0.00%	20	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds are used toward addressing priorities and objectives identified in the City's Action Plans and respective Consolidated Plans. Consistently, Housing needs are identified as the highest priority - homeowner occupied rehabilitation and emergency repairs being the most cited example, but also the availability of downpayment assistance funding and the development of affordable housing. As a result, the City's Community Development division has consistently given the greatest amount of attention and resources to housing related activities. In the 2013 plan, two notable strategic changes were made toward better addressing priority needs. First, requests for proposals for Public Service subrecipients gave highest weight to activities proposed that would benefit certain populations identified specifically in the Consolidated Plan and Action Plan - homeless populations, those living with HIV/AIDS, the disabled, and other special needs populations. Second, the City departed from the general practice of allocating funds to every identified project every year. Instead of taking the amount identified for a project in the Consolidated Plan and dividing it by five to arrive at the amount for each Annual Action Plan, it is anticipated that the City can

make a greater impact and be involved in potentially larger projects if funding is concentrated on a particular project in a particular year. This obviously means that in year 1, less funding may apply to certain activities than we are accustomed to, but in year 2, there will be greater funding available for that activity. A specific example of this is Homeless and Special Needs Housing, where we intend to use the majority of the \$300,000 identified for the 5-year period in the very first year of the 5-year plan. The City can likely make a greater impact for the homeless community with a large-scale project of \$150,000 or \$200,000 than could be done allocating \$60,000 per year - particularly if/when partnerships exist that allow the larger amount to be leveraged to a greater degree.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME	HOPWA
White	17	0	0
Black or African American	52	0	0
Asian	0	0	0
American Indian or American Native	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0
Hispanic	3	0	0
Not Hispanic	66	0	0
Total	138	0	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Figures in the section above account for only those activities that are a part of the 2013 Action Plan and also in a completed status within 2013. There are significant activities that were completed in 2013 with funding as a part of a prior year action plan. Additionally, there are significant accomplishments attributable to the execution of the 2013 Action Plan that are unaccounted for in the numbers above because those activities (such as Public Services) sometimes have accomplishments in various years; the activities are not complete, but there are reported accomplishments. Below is a summary of the racial and ethnic composition of families assisted through ALL activities completed in 2013 and Public Services with 2013 accomplishments.

CDBG:

White - 82; Black/African-American - 597. Hispanic - 7; Not Hispanic - 672.

HOME:

White - 0; Black/African-American - 5. Hispanic - 0; Not Hispanic - 5.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Expected Amount Available	Actual Amount Expended Program Year X
CDBG		2,098,808	494,806
HOME		958,844	262,933

Table 3 – Resources Made Available

Narrative

The amount expended, reported above, for CDBG is adjusted to account for "Prior Year Draws." Draws in early 2013 that were attributable to 2012 have been excluded from this calculation, and draws in early 2014 that were attributable to 2013 have been included. Actual CDBG funds expended between January 1 and December 31, 2013 without adjusting for Prior Year Draws is \$488,487.05.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description

Table 4 – Identify the geographic distribution and location of investments

Narrative

While the City of Hattiesburg does not use Target Areas for its CDBG/HOME Programs, the nature of the activities undertaken are such that they are concentrated in areas of low- to moderate-income households. The majority of activities completed in 2013 took place in the City's three Southeastern Census Tracts - 010500; 000600; and 000500. The attached map includes details of all projects by type and Census Tract.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Hattiesburg utilizes subrecipient relationships with various non-profit organizations in the community in an effort to better disseminate community development funding into the community. Sometimes, this offers organizations the opportunity to perform tasks they otherwise would not have the chance to, and sometimes it may be an opportunity to leverage other financial resources that these organizations may have. However, in all cases of such partnerships, there is the opportunity to leverage non-financial resources of the agencies - their areas of expertise, their facilities, their reports with the community, etc.

Beyond the formal arrangement of subrecipient agreements and certified Community Housing Development Organizations, the City's Community Development Division continues to engage other organizations and build a professional network of others that are working to improve the community. The Hattiesburg Coalition on Homelessness, the Housing Roundtable, and the Unmet Needs Committee are a few such groups through which relationships are built.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin- ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	125,043	0	0	125,043	0	0
Number	3	0	0	3	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8– Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Dollar Amount						

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition			
Parcels Acquired	0	0	

Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	68	39
Number of Non-Homeless households to be provided affordable housing units	239	2
Number of Special-Needs households to be provided affordable housing units	35	0
Total	342	41

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	2
Number of households supported through Rehab of Existing Units	4	14
Number of households supported through Acquisition of Existing Units	82	0
Total	87	16

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City believes that the actual accomplishments reported are indications of success in various programs administered with CDBG and HOME funding. Differences between goals and outcomes can be attributed to two primary factors and a combination thereof. First, outcomes for activities such as Public Services, which typically account for the highest accomplishment figures by sheer volume, are dependent to a great degree on the submittals received through the Request for Proposal Process. Second, in the Action Plan (and Strategic Plan) adoption process, goals are set in a variety of categories that support the needs identified in those plans and for which agencies may be able to serve - if selected through the RFP process. In other words, the Strategic Plan and the Action Plan cast a very wide net in order to provide flexibility in the ways that the City and its subrecipients may be able to serve the identified purpose. In the case of the 2013-2017 Con Plan and 2013 Action Plan, the citizen participation process lead to goals that might benefit homeless populations, special needs populations,

etc. Without knowing what specific actions might be proposed and subsequently selected, it is difficult to accurately estimate outcomes, but without including such potential outcomes and activity types in the Plans, agencies would be unable to be approved for taking on such activities.

In the case of the goal figures automatically generated above, the some of the figures are based on the possibility created in the Action Plan of Public Services and Public Facility activities that may serve the purpose of creating shelter for the homeless and special needs individuals, or for creating general emergency shelter for low-income community. The possibility exists that agencies may target their service to the homeless or those living with HIV/AIDS, so the City included such possibilities in the outcome figures. In no way was the City anticipating to accomplish every goal/outcome in every category listed in the Plans, but rather intended to accomplish one or more, or some combination of multiple items depending on selected activities.

One problem encountered that inhibits greater results involved the delay in receiving access to funds. The City is reluctant to commit to an RFP process, and especially to specific activities for the purpose of achieving certain objectives until funding is available and accessible. In 2013, funding was not available until so late in the calendar (and program) year that Public Service awards were not made until August, which left only four months for subrecipients to carry out their activities.

Discuss how these outcomes will impact future annual action plans.

Future outcomes will continue to be dependent to some degree on the types of activities selected through a Request for Proposals process and to be undertaken by subrecipient partner agencies. In 2013, the City entered into an agreement with a subrecipient to produce supportive housing for homeless individuals/families and those at risk of homelessness. Because this is anticipated to be such a large undertaking and the activity is categorized under the Consolidated Plan's section for "Homeless and Special Needs Housing", it is likely to impact future Action Plans in that significantly less funding will be available in that category for the duration of the five-year planning period. Conversely, more funding may be made available for the administration of other housing activities such as Homeowner Occupied Rehabilitation and Emergency Repairs as a result of expending most of the funding allocated to "Homeless and Special Needs Housing" early in the planning period.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	5	1
Low-income	43	3
Moderate-income	2	1
Total	50	5

Table 13 – Number of Persons Served

Narrative Information

Income breakdown above for CDBG Actuals includes 11 housing activities and two CDBG Public Service activities that involved affordable housing. Total persons served with CDBG funds (including activities other than affordable housing) are 549.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness (PCoH), formed in partnership with the City, local providers, and homeless advocates, works to impact homeless individuals through a number of ways. One, the network formed has increased knowledge of services available and therefore, allows agencies, the faith community, and advocates to hone in on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and, as such, coordinates the annual Point In Time (PIT) homeless count for the area. In addition to asking questions that are required as a part of this survey, detailed questions are asked about a variety of services that the person or family may have accessed, needed, or been denied. The Pinebelt Coalition leadership uses this important information to feed advocacy and awareness. Each agency providing services in the Hattiesburg area is linked to Mississippi United To End Homelessness (Balance of State), which is working toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC rapid rehousing program and through other funding mechanisms.

Members of the PCoH include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency, through the Coalition is connected - plugged in, so to speak - to what is available...and what is not available. For example, day sheltering has been a significant need in the area. As a result of participation in the Coalition, advocates – working within the faith-based network – are in the midst of development of this service. Annually, events such as the Veterans' Stand Down and the Homeless Memorial, awareness events by the Coalition members access homeless persons and those at high risk. The Pinebelt Coalition on Homelessness, formed in partnership with the City, local providers, and homeless advocates, works to impact homeless individuals through a number of ways. One, the network formed has increased knowledge of services available and therefore, allows agencies, the faith community, and advocates to hone in on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and, as such, coordinates the annual Point In Time (PIT) homeless count for the area. In addition to asking questions that are required as a part of this survey, detailed questions are asked about a variety of services that the person or family may have accessed, needed, or been denied.

Addressing the emergency shelter and transitional housing needs of homeless persons

See above: "Each agency, through the Coalition is connected - plugged in, so to speak - to what is

available...and what is not available. For example, day sheltering has been a significant need in the area. As a result of participation in the Coalition, advocates – working within the faith-based network – are in the midst of development of this service."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive housing in Hattiesburg, and the City entered various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Pinebelt Coalition on Homelessness acts as the regional committee for the Balance of State Continuum of Care (CoC), and its respective agencies are well in tuned with the needs of the homeless community and coordinate to the extent feasible with given resources in identifying and serving individuals that may be discharged from certain publicly funded institutions. In 2013, there was at least one case of a publicly funded shelter for the chronically homeless that had to be closed. Leading up to its closure, the organization's staff coordinated with other agencies serving the homeless and certain housing agencies to identify appropriate living arrangements for all residents.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Hattiesburg works collaboratively with the Hattiesburg Housing Authority in the development of the Housing Authority's Annual Plan. The City of Hattiesburg reviews and signs a Certification of Consistency with the Consolidated Plan (HUD 50075). The City of Hattiesburg supports the Housing Authority's recent application for Residential Assistance Demonstration (RAD) as the Housing Authority seeks to re-develop Briarfield Homes (120 units) and Robertson Place (120) units. The City of Hattiesburg routinely attends the monthly resident meetings of the Housing Authority to promote community awareness.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg streams information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, attending monthly resident meeting & the quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increases the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and results in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the City to provide services to those who ironically have the greatest need.

The City continues to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be done, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD-funding for a greater overall impact.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The implementation of various HUD programs presupposes compliance with a variety of guidelines such as the environmental approval process. Many of the dilapidated structures are relatively old and contain lead based paint. The presence of such often increases the rehabilitation cost (in accordance with Title X of the Housing and Community Development Act of 1992) and results in the project being deemed infeasible. Other requirements found at 40 CFR and 24 CFR part 58 often result in the inability of the City to provide services to those who ironically have the greatest need.

The City continues to seek other funding sources to supplement HUD-funded programs in order to allow for additional work to be done, to avoid becoming hindered by the cost of lead abatement, and to generally leverage HUD-funding for a greater overall impact.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City created eight (8) subrecipient agreements with agencies in 2013 with programs intended to help families and individuals in poverty and those without the means to make emergency repairs to their homes. Pinebelt Community Services, R3SM, and Breakthrough Community Services worked to identify LMI homeowners in need of emergency repairs to their homes; the AIDS Services Coalition provided housing, nutrition, and other supportive services to those living with HIV/AIDS; the Domestic Abuse Family Shelter housed and provided supportive services to victims of domestic violence; the Southeast Mississippi Rural Health Initiative facilitated funding for homeless individuals to receive primary healthcare and prescriptions; Pinebelt Coalition on Homelessness continued its meals program for LMI and disabled persons; and the AIDS Services Coalition entered into an agreement to develop permanent supportive housing for homeless individuals and families.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Typically, the City hosts a quarterly Housing Roundtable, through which different housing and social service organizations collaborate to address housing challenges. In the aftermath of a February 2013 tornado in Hattiesburg, the Housing Roundtable was put on hold, and its members were encouraged to participate in the Unmet Needs Committee that was a part of the effort to help those less fortunate to recover from tornado damage. The Roundtable is to reconvene in early 2014.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's facilitation of the Housing Roundtable and the subsequent creation of the Hattiesburg Housing Consortium is an indirect leveraging of resources. The City supports and encourages the Consortium and its members – all of which have either a subrecipient or CHDO relationship with the City – and the Consortium has made it a part of its mission to pool resources and to solicit financial and volunteer participation from the private sector.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In 2012, the City completed an Analysis of Impediments to Fair Housing Choice. Impediments/challenges identified include 1) a lack of fair housing education, 2) the unavailability of code standard affordable housing for homeownership, 3) the unavailability of code standard housing, both rental and homeownership for low- to moderate-income persons, 4) the unavailability of code standard housing, both rental and homeownership for elderly and disabled, 5) low- to moderate-income persons are un-banked or under-banked and do not understand the need for good credit ratings, 6) the lack of credit worthy low and moderate-income families limit their opportunities to purchase affordable housing and to participate in downpayment assistance programs, and 7) housing to accommodate the needs of persons with HIV/AIDS is virtually non-existent; most

property owners have a fear of renting to a person with AIDS. None of these impediments to fair housing choice or affordable housing have been created by a public policy. Many of these impediments can, however, be addressed through proper planning and implementation of the CDBG and HOME Program activities described herein.

In 2013, the City continued to require beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award; the CDBG and HOME Programs continued to focus most of its resources on homeowner occupied rehabilitation and emergency repairs, thereby addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continued to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education; and the City targeted its Public Service awards toward activities that benefited homeless population, those living with HIV/AIDS, the disabled, and special needs populations, which in the case of at least one activity, improved housing accommodations for persons with HIV/AIDS.

CR-40 - Monitoring 91.220 and 91.230

Description of the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City has continued to follow its schedule in the monitoring of its program subrecipients, which include Public Service agencies, organizations utilizing CDBG funds for Facility Improvements, and subrecipients of the City's Housing Programs. Each organization with an active agreement was monitored at least once in the course of the year except in cases where absolutely no progress was made on the scope of the agreement or in the expenditure of funds, or in cases where progress or expenditure was insignificant and related to an agreement established in a prior year when monitoring was conducted. In the process of submitting proposals for Public Service awards, the organizations complete an application that includes questions pertinent to the monitoring process. The City has also established that Rental activities developed by CHDOs will receive on-site monitoring inspections no less than every three (3) years (as the only units currently existing are single-family) in accordance with 24 CFR 92.504.

Citizen Participation Plan 91.105(d); 91.115(d)

Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In 2012, the City went through the process of adopting the 2013-2017 Consolidated Plan and the Annual Action Plan for 2013, which involved several public meetings and presentations and the publication of a draft version of the Plan for public comment. The final version of the 2013-2017 Consolidated Plan and 2013 Action Plan remains available to the public. Such plans are always available at City Hall or a number of other public building record/reference rooms. During 2013, the City also made available a draft 2012 CAPER in order to solicit public comments. The final version was made available to the public, and remains so. Documents published are made available in two locations in City Hall, the City Library, the County Chancery Clerk's office, and two local community centers. Ample notice of public hearings and public comment periods is given via a posting in the local newspaper, the advertisement for which is additionally approved in public at a regular City Council meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City's program objectives did not shift in the course of the program year. However, the plan year started - the first year of the five-year Consolidated Plan - with an effort to provide more of an impact via a shift in funding strategy. Rather than allocate one-fifth of a program's anticipated funding to that program area each year of the Consolidated Plan period, it was decided to focus funding on certain project areas in certain years in order to 1) make a greater impact on that program area - even if it means fewer funding opportunities in other years of the Con Plan period, and 2) ensure that project areas of higher priority in the ConPlan are addressed early rather than later. Notably, this process requires that other program areas may be reduced in a particular year (or years) in order to allow for other projects to take a greater focus.

Additionally, the City targeted its Public Service program toward activities that may benefit the homeless population, those living with HIV/AIDS, the disabled, and special needs populations. This targeting concept was a departure from what had been done in prior program years. However, it was done in response to the needs identified in the development of the 2013-2017 Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

There were no rental homes/units assisted by the City's program or that of its CHDOs that were due for inspection in 2013. Currently, only two (2) units are a part of the City's (or CHDO's) portfolio that will require such inspection. Both are single-family homes. One was completed in 2012 and the other in 2013. As such, they will be due for on-site inspections in 2015 and 2016, respectively.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

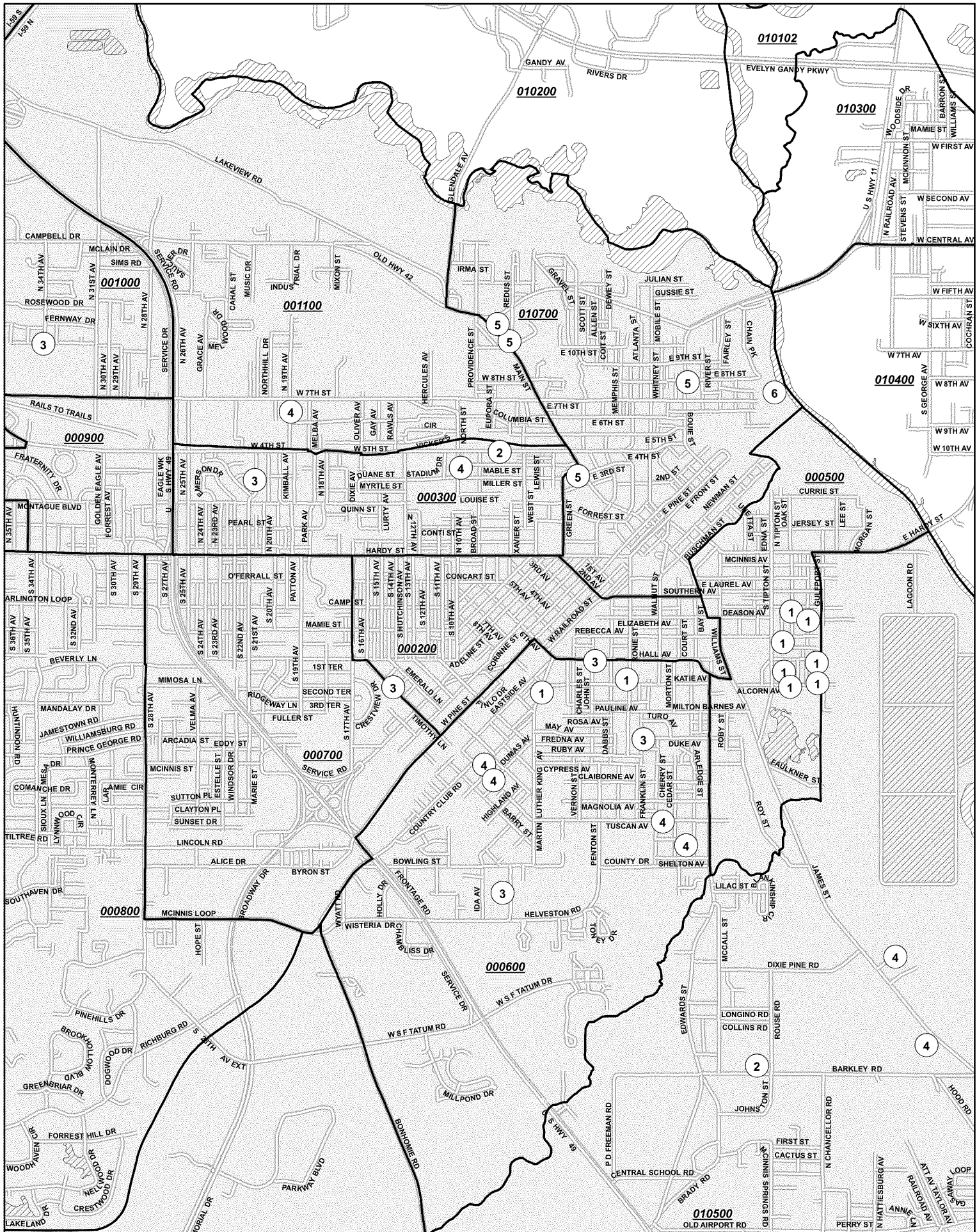
Relative to marketing its program offerings, the City holds public hearings at least two times annually. There is an existing list of applicants waiting for services. With regard to identifying MBEs, WBEs and otherwise DBEs, the City works with other organizations such as the Area Development Partnership and the Mississippi Development Authority to provide information and services aimed at including these entities in all of its programs.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg administers no activities/projects/programs relative to its CDBG or HOME program that generates Program Income.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Current agreements with the City's four CHDOs are aimed at increasing the supply of affordable housing. Further, the City has also partnered with other non-profit organizations to offer alternative housing solutions to its applicants.



2013 PROJECTS BY TYPE

- | | |
|--|---------------------------------|
| 1. Demolition | 4. Emergency Repair & Blue Roof |
| 2. Downpayment Assistance & Affordable Housing | 5. Commercial Rehabilitation |
| 3. Rehabilitation & Reconstruction | 6. Public Facility Improvement |

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2013 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2013 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2013 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

The draft report will be available for review beginning January 24, 2014, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, until 5 p.m. February 24, 2014, at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill
Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that the City of Hattiesburg Department of Federal & State Programs has scheduled a public hearing for Tuesday, February 11, 2014 at 5:30 p.m. in the City Council Chambers of City Hall for the purpose of affording citizens of Hattiesburg an opportunity to comment on the Draft CAPER.

Comments related to the performance report may be mailed to the attention of Andrew Ellard at the Department of Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street. Comments will be considered through February 24, 2014.

PUBLISHED by Order of the Council on this, the 21st day of January 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, January 24, 2014 and Friday, January 31, 2014

FRONT

First Baptist Church of Hattiesburg is planning to build a new church building plans for both of those vices."

NOTICE OF AVAILABILITY, PUBLIC HEARING, AND PUBLIC COMMENT PERIOD REGARDING: 2013 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2013 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2013 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

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Jackie Dole Sherrill Community Center 220 W. Front Street Hattiesburg, MS 39401	C.E. Roy Community Center 300 East 5th Street Hattiesburg, MS 39401	

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PUBLISHED by Order of the Council on this, the 21st day of January 2014.

(SEAL)
CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

Johnny L. DuPree, Mayor
PUBLISHED: January 26, 2014 and January 31, 2014

Email your events to be included in our calendar to calendar@bat.org.

583-6005 or www.hattiesburgartscouncil.org.

IN THESE DEPARTMENTS:

- Misses, Petites' & Today's Woman Sportswear & Dresses
- Men's Sportswear & Tailored Clothing
- Juniors', Children's and Young Men's Apparel
- Coats for the entire family
- Women's, Men's & Children's Shoes
- Intimate Apparel & Sleepwear
- Handbags, Fashion Jewelry & Accessories
- Bedding & Bath, Cookware, Tabletop Home Decor and more

Look for the red dot signs throughout the store

red dot
clearance
save 75%
extra 50%
off

Connect with us for special offers and promotions at Balk.com/getconnected



RED DOT: Limited exclusions in Brighton, Eileen Fisher, Lilly Pulitzer, My First in London, Resort, Bridge Collection, Levi's, Coach, designer and Michael Kors handbags, designer sunglasses and junior denim. Junior's total savings are 70-80% off. Fashion Accessories, handbags, shoes, jewelry, swimwear, and more! Excludes sale merchandise. Savings based on current retail prices. Some items may not be available in all markets. Small Leather Goods, Hosiery, Home Store and Men's Tailored Clothing total savings are 60-75%. COUPONS NOT VALID ON RED DOT. *Excludes clearance items. See store for details. Offer good while supplies last. Ends 9/29/12.

FRI. & SAT.
JAN. 31 & FEB. 1
with your Belk Rewards Card

20% OFF*

sale purchases storewide
15% OFF home and shoes

Or with this shopping pass, 15% OFF
sale purchases storewide
10% OFF home and shoes



OR with this shopping pass 15% OFF
sale purchases storewide
10% OFF home and shoes

[illegible]

S & FACES

583-6005 or www.hattiesburgartscouncil.org.

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2013 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS**

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PUBLISHED by Order of the Council on this, the 21st day of January 2014

CITY OF HATTIESBURG, MISSISSIPPI

BY:

(SEAT)

CITY CLERK

Johnny L. DuPree, Mayor

PUBLISH: January 26, 2014 and January 31, 2014

RECORD OF PUBLIC COMMENT

The Hattiesburg City Council publicly approved the Notice of Availability and officially opened a Comment Period related to the 2013 Consolidated Annual Performance and Evaluation Report (CAPER) at its January 21, 2014 Council meeting, with comments to be accepted through February 24, 2014. The notice was published in the Hattiesburg American, a newspaper of general circulation, on January 26 and 31, 2014. Included in the notice was an invitation to provide comments in writing to City Hall through February 24, 2014 and a Notice of a Public Hearing to receive comments on the CAPER at 5:30 p.m. on February 11, 2014 in City Hall.

With the exception of City of Hattiesburg staff, no one attended the Public Hearing to provide comment, and no public comments were submitted by the published deadline. Copies of the published notices are attached.

**NOTICE OF AVAILABILITY, PUBLIC HEARING, AND
PUBLIC COMMENT PERIOD REGARDING:
2013 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR
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PUBLISHED by Order of the Council on this, the 21st day of January 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (d)
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH Twice in the Non-Legal Section: Friday, January 24, 2014 and Friday, January 31, 2014



City of Hattiesburg, MS

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

Master

File Number: 2014-0946

File ID: 2014-0946

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Final Action: 03/04/2014

Brief Title: Approve and declare the purchase of one (1) KIT UFED Classic Trade 4PC U2U for the Hattiesburg Police Department from Cellebrite USA Inc as a sole source purchase at a total cost of \$7,583.99

Minute Book Number: MB2014-66

Title:

Approve and declare the purchase of one (1) KIT UFED Classic Trade 4PC U2U for the Hattiesburg Police Department from Cellebrite USA Inc as a sole source purchase at a total cost of \$7,583.99 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached memorandum and letter

Notes:

Sponsors:

Enactment Date:

Attachments: 03-04-HPD Cellebrite Sole Source

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve and declare the purchase of one (1) KIT UFED Classic Trade 4PC U2U for the Hattiesburg Police Department from Cellebrite USA Inc as a sole source purchase at a total cost of \$7,583.99 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached memorandum and letter.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2014-0946

Title

Approve and declare the purchase of one (1) KIT UFED Classic Trade 4PC U2U for the Hattiesburg Police Department from Cellebrite USA Inc as a sole source purchase at a total cost of \$7,583.99 as provided for in Section 31-7-13 (viii) of the Mississippi Code of 1972, based on information in the attached memorandum and letter

Summary

Approve and declare the purchase of one (1) KIT UFED Classic Trade 4PC U2U for the Hattiesburg Police Department from Cellebrite USA Inc as a sole source purchase at a total cost of \$7,583.99



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Frazier Bolton, Chief of Police

MEMORANDUM

To: Mayor and City Council

From: Chief Frazier Bolton

Date: February 25, 2014

Re: Sole Source Purchase

This memo is to request approval of a sole source purchase from Cellebrite USA, Inc. for one (1) KIT UFED Classic Trade 4PC U2U in the amount of \$7,583.99. Attached is a letter from CelleBrite declaring that this portable, software, cellular exploitation device can only be purchased directly from them.

Thank you for your consideration, if you require further assistance, you may contact me at (601)545-4900.

FB/tl

Enclosure

**HATTIESBURG POLICE DEPARTMENT
INTER-DEPARTMENTAL COMMUNICATIONS
DETECTIVE DIVISION**

TO: Major, Hardy Sims
FROM: Lieutenant Branden McLemore
DATE: February 04, 2014
RE: Upgrading Forensic Phone Dump Machine

Major Sims,

Attached is a quote for upgrading our license and our forensic phone dump machine. With the exchange we will have rights to the software and equipment required to perform forensic phone extractions. Our current system will have reached its lifetime in October of this year. According to Cellbrite we are able to exchange our current machine for a trade in value. This will allow for us to continue our phone extractions with the most advanced system offered. The attached quote includes our annual software maintenance agreement that has been approved in the past. The maintenance agreement will continue to be the same for years to come. Let me know if you have any questions regarding this request.

Sincerely,



**LIEUTENANT BRANDEN MCLEMORE
HATTIESBURG POLICE DEPARTMENT
CRIMINAL INVESTIGATION DIVISION
21 GOVERNMENT PLAZA, HATTIESBURG, MS 39401
601-554-3630 (W) 601-545-4937 (F) 601-297-9235 (C)**



266 Harristown Road, Suite 105
Glen Rock, NJ 07452
Tel: 201-848-1804
Fax: 201-848-9982

This letter identifies Cellebrite USA, Corporation as the sole developer and provider of the UFED Ruggedized Forensic System. Cellebrite USA Corporation was established in 1999. Cellebrite USA is incorporated in state of Delaware and our U.S. & Canadian operations are based in Glen Rock, NJ.

With over 55 carriers in the U.S. and over 80 worldwide we are the exclusive provider of mobile synchronization systems for Verizon Wireless, AT&T, Sprint/Nextel, T-Mobile, Metro PCS, Western Wireless, US Cellular, Cricket Communications as well as thousands of privately held cellular retailers.

The Cellebrite UFED 4 PC is the only portable, software, cellular exploitation device worldwide that requires no associated phone drivers. With the ability to extract actionable data in real-time, it is self-powered by an internal rechargeable battery, facilitating truly untethered operation in even the most remote locations. The UFED 4 PC system will quickly extract phonebook, pictures, videos, SMS messages, calls histories, ESN/IMEI information, and deleted SMS/call histories off the SIM/USIM for rapid analysis. Cellebrite supports all the major technologies (TDMA, CDMA, GSM, IDEN) including , Smartphone operating systems and PDAs (Apple iPhone, Blackberry, Google Android, Microsoft Mobile, Palm and Symbian) for over 95% of all handset models worldwide.

Cellebrite's competitive advantage is its field-proven portability, extraction speed, intuitive user interface that is operable with little to no training. With our exclusive nationwide carrier agreements we are receiving pre-production handsets and source codes from the cell phone manufacturers 6 months prior to retail launch which is a major advantage for research and development.

With over 75,000 units sold worldwide and hundreds of thousands of end-users, our products have been deployed reliably and effectively throughout the world for both commercial data synchronization and forensic data analysis. Our forensic customers include the Department of Defense, Federal Government, Intelligence Organizations, Military, and Law Enforcement Divisions.

Please feel free to contact us with any questions.

Regards,

Jason Rogers
VP of Sales

Cellebrite USA, Inc.
7 Campus Drive
Suite 210
Parsippany, NJ 07054

Quote

Quote Number:

Q-25219-L

Quote Date:

2/4/2014

Tel: 201-848-8552

Fax: 201-848-9982

Tax ID#: 22-3770059

Quote to:

City Of Hattiesburg
P.O. Box 1898

Hattiesburg, MS 39403

Contact: Brian Mclemore

Phone #: 601 545 4506

Quote Ship to:

City Of Hattiesburg
P.O. Box 1898

Hattiesburg, MS 39403

Customer ID	Good Thru	Payment Terms	Sales Rep
CITYOFHATTIESBURG-18	2/28/2014	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
1	KIT UFED CLASSIC TRADE 4PC U2U	KIT UFED Classic Trade to UFED 4PC (Ultimate to Ultimate)	\$5,000.00	\$5,000.00
	A-CRD-01-009	Multi SIM Adapters		
	ORGANIZER-UFED	Cable & Power Tips Organizer		
	FOREN-MICROSIM	UFED MICRO SIM ID Cloning Cards		
	FOREN-USB	USB Flash Drive		
	BRUSH	UFED Data Port Cleaning Brush		
	C-PWRUPCABLE	Phone Power Up Cable		
	FOREN-CARDREAD	Memory Card Reader		
	UFEDPHY-USBKEY	Physical USB Dongle		
	D-FORTRADEDISC	UFED Ultimate to the UFED 4PC. Trade in of UFED CLASSIC Device does NOT renew nor extend the license of the UFED 4PC Device. Licenses still MUST be renewed.		
1	SWUF-1	Logical License Upgrade - One Year	\$999.00	\$999.00
1	SWPHUFED-1	SW Upgrade -Yr1-Physical UFED	\$1,999.99	\$1,999.99
1	SHIPPING-Forensic	Shipping & Handling Forensic Charges	\$85.00	\$85.00
1	DISCOUNT-1TIME	ONE TIME COURTESY DISCOUNT	(\$500.00)	(\$500.00)
They need a dongle but it was ordered on the license renewal order.				

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:

- Payment terms: Net 30 ; 1.5% per month interest on late payment
- Shipping: FCA, Parsippany, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: <http://www.cellebrite.com/us/te>)

Subtotal:	\$7,583.99
S&H Amount:	
Sales Tax:	\$0.00
Total:	\$7,583.99



City of Hattiesburg, MS

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

Master

File Number: 2014-0945

File ID: 2014-0945

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Authorize submittal of MSDPS DUI 2015 grant program application

Final Action:

Minute Book Number: MB2014-66

Title:

Authorize submittal of Mississippi Office of Highway Safety 2015 DUI grant program application in the amount of \$99,889.00.

Notes:

Mail to: **Mississippi Office of Highway Safety**
1025 North Park Drive
Ridgeland, MS 39157

Sponsors:

Enactment Date:

Attachments: FY15-MOHS-Grant-Application complete, HBG policies DUI 2015, PAYDATES HBG 2015, Chapter 61 Traffic, Chapter 100 Operation of Department Vehicules, Chapter 103 Pursuit Driving, executed FY15-MOHS-Grant-Application complete

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0945

Title

Authorize submittal of Mississippi Office of Highway Safety 2015 DUI grant program application in the amount of \$99,889.00.

Summary

MSDPS DUI 2015

Budget Information

Expenditure Type

Grant application

Purchasing Item

Publication Information

FY15 SUBGRANT APPLICATION

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

mohs@dps.ms.us

1. Applicant Name: City of Hattiesburg Mailing Address: #1 Government Plaza Hattiesburg, MS 39401 Telephone: 601-544-7900 FAX: 601-545-4952 E-Mail: grntwtr@hattiesburgms.com	2. Date: 3. Beginning and Ending Dates: October 1, 2014 thru September 30, 2015 4. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method 5. CFDA # - 20.607 6. DUNS # - 07 944 8130 7. Congressional District-4
8. Program Title: DUI Enforcement	
10. The following funds are requested:	
A. COST CATEGORY	B. SOURCE OF FUNDS
(1) Personal Services-Salary	76,846.00
(2) Personal Services-Fringe	17,982.00
(3) Contractual Services	
(4) Travel	4,164.00
(5) Equipment	897.00
(6) Other	
TOTAL	99,889.00
(1) Federal	99,889.00
(2) State	
(3) Local	
(4) Other	
TOTAL	99,889.00
11. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application: Project Description Budget Summary Cost Summary Support Sheet Schedule of Task by Quarters Agreement of Understanding & Compliance Agreement and Authorization to <u>Apply</u> All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.	
12. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply: Signature Date Print Name: Title:	MOHS USE Only:

Problem Identification:

Problem Statement

Provide detailed information on the problems in your agency areas and why federal funds are being requested for the FY15 grant year.

The City of Hattiesburg has a population of 45,989 according to the 2010 census ranking us as the 4th largest city in the state. There was a 2.7% increase in population from 2000 to 2010. We are located at the center of a Metropolitan Statistical Area of over 150,000 people. Hattiesburg has a nickname of the “Hub City” being 90 miles from the Gulf Coast and Jackson. Interstate 59, U.S. Highway 98, U.S. Highway 49, U.S. Highway 11 and MS Highway 42 are all major thoroughfares which pass through our city. These major arteries shortly lead to the cities of Jackson, New Orleans, Mobile and the Mississippi Gulf Coast area. Past traffic stops and accident investigations have proven these thoroughfares to be utilized by impaired drivers.

The Hattiesburg Police Department has 138 sworn officers and 108 civilians working in our department.

The City of Hattiesburg has a large number of restaurants, most of which serve alcohol and hosts approximately 10-20 night clubs. Most of these establishments are located around the University of Southern Mississippi. Students frequent the restaurants and night clubs where they consume alcohol.

The City of Hattiesburg is host to The University of Southern Mississippi and William Carey University. During the year these universities draw thousands of visitors for sporting events. Camp Shelby Military base is also located here. Since September 11, 2001 this base has housed thousands of military personnel.

The City of Hattiesburg host several special events during the year. Hubfest, Mardi Gras Parade, Live at Five and Eaglepalooza are just a few events that are hosted which bring thousands of visitors. All of these events allow consumption of alcohol.

Every year Hattiesburg sees the opening of new bars and restaurants with many serving alcohol until 2:00 A.M. DUI citations have increased gradually with the continued opening of new establishments and the increase of population.

Hattiesburg has shown a decrease in alcohol related crashes from 73 in FY12 to 63 in FY13. Crash fatalities increased from 7 in FY11 to 10 in FY12, but decreased in FY13 to 4. There was an increase in fatalities involving alcohol from 0 in FY 12 to 3 in FY13.

Overall accidents have increased from 3531 in FY12 to 3798 in FY13.

DUI citations have increased from 340 in fy12 to 384 fy13. This is a 12.9% increase.

The increase in DUI arrest, alcohol related fatal crashes and overall accidents shows that we still have much work to do. During the past year Hattiesburg Police had two officers with over 100 DUI arrests and sent one officer to Standardized Field Sobriety Training. We also currently hired a certified DRE and added them to our staff. The Hattiesburg Police Department will continue its efforts to the prevention of alcohol related crashes and fatalities.

Problem Identification

Crash Data 2011-2013

Data and statistical information can be found at: <http://psdl.ssric.msstate.edu/wp/>

This section must be filled out completely for all project applications. If data is unavailable, please insert (N/A) for not available. Enforcement use data related to your agency. Outreach use state wide information.

CRASH DATA		2011	2012	2013	TOTALS
Total Crashes		3622	3531	3798	10951
Injury Crashes		641	715	685	2041
Property Damage		2974	2806	3110	8890
Fatal Crashes		7	10	4	21
Alcohol Related Crashes		68	73	63	204
Alcohol Fatal Crashes		0	0	0	0
Speed Related Crashes		107	81	92	280
Speed Related Fatal Crashes		1	0	0	1
Motorcycle Crashes		32	40	43	115
Impaired Motorcyclist		0	1	2	3
Fatal Motorcycle Crashes		1	0	0	1
Fatalities		7	10	4	21
	Males	5	7	4	16
	Females	2	3	0	5
Fatal drivers with BAC .08 or more		0	0	0	0
Unbelted Not Injured		96	53	55	204
Unbelted Injuries		27	28	37	92
Unbelted Fatalities		2	6	0	8
	Males	0	4	0	4
	Females	2	2	0	4
Pedestrian Fatalities		2	0	2	4
Drivers Aged 16 - 20					0
	Total Crashes	851	771	895	2517
	Injury Crashes	151	193	166	510
	Fatal Crashes	0	0	1	1
	Alcohol Related	0	0	0	0

Data Information:

Data shows that we have an increase in total crashes. We have shown a decrease in alcohol related crashes, and fatalities, but have shown an increase in alcohol related fatal crashes.

Problem Identification:

Law Enforcement:

Total Number of Citations 2011-2013

This section must be filled out completely for all project applications. If data is unavailable, please insert (NA) for not available.

AGENCY CITATION DATA	2011	2012	2013	TOTALS
All Traffic Citations	33207	27338	17633	78178
Speed Citations	1506	1452	3320	6278
Seat Belt Citations	1740	1100	1400	4240
Child Safety Seat Citations	140	110	202	452
DUI Arrests	378	340	384	1102
Written Warnings	5146	5352	4760	15258

Please provide information for grant funded citations. If data is unavailable, please insert (NA) for not available.

GRANT FUNDED CITATION DATA	2011	2012	2013	TOTALS
All Traffic Citations			2277	2277
Speed Citations	0	0	249	249
Seat Belt Citations	0	0	71	71
Child Safety Seat Citations	0	0	17	17
DUI Arrests	366	204	316	886
Written Warnings				0

Note: After reviewing data from FY 11 and FY12 it appears that citation data other than DUI was not reported correctly. It appears that speeding, seat belt and child safety seat citations were being reported for the whole department rather than just grant funded citations. This was corrected in FY13 to reflect grant funded citations only on the monthly reports.

Problem Identification:

Public Information and Education:

This section must be filled out completely for all project applications. If data is unavailable, please insert (NA) for not available.

OUTREACH DATA	2011	2012	2013	TOTALS
Number of Presentations Given	2	2	2	6
Number of Safety Fair Participated In	0	0	0	0
Number of People Reached				0
Other:				0

GRANT FUNDED OUTREACH DATA	2011	2012	2013	TOTALS
Number of Presentations Given				0
Number of Safety Fair Participated In				0
Number of People Reached				0
Other:				0

Problem Identification:

Jurisdiction:

This section must be filled out completely for all project applications. If data is unavailable, please insert (NA) for not available. Enforcement use data related to your agency. Outreach use state wide information or focus area information.

Number of City Miles:	484
Number of County Miles:	470 square miles
Number of Square Miles:	54
Number of Population:	45989
Major Roadways in the Area:	I-59, U.S. Hwy 49, U.S. Hwy 98, Hwy 11, Hwy 42

Problem Identification:

Location:

This section must be filled out completely for all project applications. Please provide problem identification for the location that the grant will seek funding, such as high speed areas, community events, alcohol related establishments, etc.

The City of Hattiesburg has the University of Southern Mississippi and William Carey University in its jurisdiction. The Fraternities and Sororities play a big part in the night life of Hattiesburg where consumption of alcohol is prevalent during the school year.

Hattiesburg is traditionally the host city for “Q Delta Week” occurring in the spring of each year. This event includes a concert along with many establishments being rented out for parties. This is in addition to the usual night life which occurs every weekend. There is a large influx of members from all over the U.S. and consumption of alcohol is prevalent during the week. This increases the number of intoxicated drivers as well as traffic.

“Spring Party Week” or “Pledge Week” is held on USM Campus during the spring of each year. This week consists of nightly parties both on and off campus. Naturally alcohol is consumed at these events and intoxicated drivers are increased. Members from all over the U.S. also attend this event.

The annual “Juneteenth” celebration is a large event for our city. It’s celebrated as a festival in Vernon Dahmer Park during the day and at night there are numerous night clubs which open specifically to celebrate the event.

“Eaglepalooza” is a large outdoor concert held downtown every year. This event consists of several bands and usually one well known artist and draws thousands of people. Attendees are generally students from the local universities. Consumption of alcohol is prevalent at this event.

Hubfest is a large outdoor festival where arts, crafts and food vendors purchase street space to place their booths. Recently consumption of alcohol was approved by the city for this event. Hubfest draws thousands of

people from all over the area.

The City of Hattiesburg has 5 major highways which run through our jurisdiction. They are Interstate 59, U.S. Highway 49, U.S. Highway 98, U.S. Highway 11 and U.S. Highway 42. These highways serve as traffic arteries to the surrounding cities and are used by intoxicated drivers to travel from their party location to home.

Proposed Countermeasures:

Please give a description of how the agency will use funds to counter measure the problems in the agencies problem identification during FY15.

The Hattiesburg Police Department is requesting monetary assistance from the Mississippi Department of Highway Safety for a DUI Enforcement Grant to better accomplish the departments goals, which are to educate citizens about DUIs and current laws and to decrease the number of DUI accidents and fatalities. This will be a continuation grant to this department if awarded.

Stronger enforcement of Mississippi's existing DUI laws along with more visible support for all law enforcement agencies, regarding DUI enforcement and alcohol countermeasures are the continuing objectives that must be accomplished in order to achieve Mississippi's goal of saving lives.

Along with enforcement, an educational program is currently in place with the City of Hattiesburg. When an offender is arrested for DUI currently he/she is sentenced and ordered to attend the MASEP Program as well as attend a Victim's Impact Panel. They are also given 6 months probation through Court Programs and required to complete everything during their probationary period.

The Hattiesburg Police Department will dedicate a portion of the monies granted to the line item of personal services that will include overtime for officers and salary for a full-time enforcement officer. Currently the Hattiesburg Police Department has one grant funded DUI officer and one who is department funded.

The project coordinator will coordinate saturation patrols and sobriety checkpoints within the department. The coordinator will ensure that these checkpoints/patrols are conducted during the Mobilization periods along with the peak times for impaired driving within our city. The coordinator will also be responsible for monthly and quarterly reports along with meetings and activities with law enforcement and public groups.

Proposed Countermeasures:
Goals, Performance Measure and Tasks

*{See Grant Funding Guidelines for information on correct format and information needed under this section.
Must be specific, measureable (include hard numbers from previous year), detailed outline of program
activities and projected achievements during grant period}.*

Goal:

The goal of the City of Hattiesburg is to maintain zero alcohol related fatalities; to maintain a number of 4 fatal crashes in FY15; to reduce alcohol related crashes by 4.8% from 63 to 60; to reduce injury crashes by 5.1% from 685 to 650; to reduce crashes by 5.2% from 3798 to 3600 during FY15

Performance Measure:

To increase departmental DUI arrest by 4.2% from 384 in FY13 to 400 in FY15

Conduct a minimum of 2 presentation on the dangers of drunk driving and alcohol usage to local schools.

Reduce alcohol related crashes by 4.8% from 63 in FY13 to 60 in FY15.

Conduct at least 6 checkpoints and 4 saturation patrols during FY15.

Tasks:

Issue not less than 100 departmental citations each quarter to reach a goal of 400 in FY15

Provide overtime to officers to reach goals and objectives.

Participate in training which will increase the quantity and quality of DUI arrests.

Participate in NHTSA's national blitz campaigns by conducting effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Proposed Countermeasures:

Program Coordination:

If you currently have a federal grant through the Mississippi Office of Highway Safety, please provide the name of your current Program Manager? Robin Layton

If grant is awarded, please identify the following:

Name of Chief/Sheriff/Partner: Frazier Bolton, Chief	Name of Project Director: Harris Tapp
Phone Number: 601-545-7900	Phone Number: 601-554-3602
Email Address: fbolton@hattiesburgms.com	Email Address: htapp@hattiesburgms.com

Name of Financial Manager: Lisa Hanson	Name of Signatory Official: Brett Benson
Phone Number: 601-554-1034	Phone Number: 601-554-1014
Email Address: lhanson@hattiesburgms.com	Email Address: <u>grntwtr@hattiesburgms.com</u>

Proposed Countermeasures:

Program Coordination Information:

Please provide information on how the grant duties will be coordinated.

The coordinator will also be responsible for monthly and quarterly reports along with meetings and activities with law enforcement and public groups. Currently, Hattiesburg Police Department has two designated DUI enforcement officers. As an outlet to the public, the coordinator will utilize the department's Public Information Officer (PIO) to be in contact with the local media in order to better inform and educate the public of DUI laws and local and national statistics.

The coordinator will also be responsible for seeking active participation from officers within the department during State and National S.T.E.P. programs and Mobilization periods.

Proposed Countermeasures:

Law Enforcement:
Please provide the following:

Total Number of Officers: 138

Total Number of Certified Officers: 138

Total Number of Officers Who Work Traffic: 12

Do you have interlocal agreements with other law enforcement agencies? If so, which agencies: Forrest County, Perry County, and Petal Police Department.

Plan for Proposed Law Enforcement Activities for FY15:

Hattiesburg Police Department will conduct a minimum of 8 Safety Check Points during the Fiscal Year and 4 Saturation Patrols. Hattiesburg Police will participate in state and federal STEP campaigns and mobilization periods.

Proposed Countermeasures:
Public Information and Education (If Applicable):
Please provide the following:

Total Number of Employees:

Total Number of Employees Who Work the Grant?

Do you have other partners that you work with? If so, which partners?

Plan for Proposed Outreach Activities for FY15:

Proposed Countermeasures:

Proposed Project Staff for Grant Responsibilities:

Please submit information for proposed staff that will be funded with federal funds under the grant.

Personnel Title	% of Time	Hourly Salary	# of Hours	Sub-total	Fringe	Line Total
DUI Officer	100.00%	\$15.64	2080	\$32,540.35	\$7,614.44	\$40,154.79
DUI Officers' Overtime		\$26.69	1600	\$42,704.00	\$9,992.74	\$52,696.74
DRE Officer Overtime		\$26.69	60	\$1,601.40	\$374.73	\$1,976.13
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
TOTALS					\$0.00	\$94,827.66

Proposed

Countermeasures:

Prosecutions and Adjudication: Data

Please submit information for the program area in which you are applying. Agency citation conviction rate should include DUI, hazardous moving violations, child restraint, etc. dependent upon request for funding source/area. (Outreach-Where Applicable)

Type of Citation	Conviction Rate
Impaired Driving	83%
Seatbelt Violation	
Child Restraint Violation	
Speed	

Proposed Countermeasures:

Prosecutions and Adjudication Information

Please provide information, if available on prosecution and adjudication information for your agency

Proposed Countermeasures:

Public Information and Education

Please describe your plans for public information and education, to include, but not limited to media campaigns, public events, school presentations, etc. Please give information on how many per quarter.

The Hattiesburg Police Department will conduct a minimum of two presentations on the dangers of alcohol consumption and impaired driving. Currently our department has a Police Athletic League program as well as a DARE program. Both programs give us access to a large number of youth in the area and a broad age group. We plan to utilize this access for our presentations.

Hattiesburg Police will utilize social media as well as traditional media to promote national campaigns.

Proposed Countermeasures:

Policy

Please check and attach a current copy of the policies listed below. If you do not have the policy, please explain in the additional information section.

<u>Current Policy:</u>	<u>Yes & Attached:</u>	<u>No:</u>
Seatbelt Policy	X	
Pursuit Policy	X	
Written Warning Policy	X	
Check Point Policy	X	
Saturation Patrol Policy		X
DUI Enforcement Policy	X	
Payroll Policy-Overtime	X	
Payroll Policy-Payroll Schedule (Payroll Period begin/end dates & check date)	X	
Payroll Policy-Leave Time (vacation, sick leave, holiday and compensation time)	X	
Seatbelt Survey Procedure Policy		X
Banning Text Messaging While Driving		X

Additional Information on Agency Policy:

Hattiesburg Police Currently doesn't have a policy for Saturation Patrol, Seatbelt Survey or Banning Text Messaging while driving.

Required Performance Reporting Evaluation

Subgrantee agrees to submit all required reporting documentation by the scheduled date(s) as defined in the contract by MOHS. Check all that apply:

X	Monthly Cost Reporting Worksheets for Reimbursement (Individual Officer Report/Step Forms and/or Activity Sheets)
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X	Supporting documentation for reimbursement
X	Quarterly Reports
X	Blitz Report Information
X	Travel Reimbursements
X	Budget Modifications
X	Distribution Plans for Promotional Items
X	Inventory Control Forms for equipment and supporting documentation for reimbursement
X	Closeout Documentation

Performance Reporting Information:

City of Hattiesburg will comply with all required performance reporting evaluations and submit on the scheduled dates to remain in compliance with all NHTSA and MOHS guidelines.

Training:

Include a detailed assessment of traffic safety training needs within the program area in which you are applying and how the training will benefit the program. (i.e. SFST, ARIDE, DRE, CPS, etc.)

Both of our Current DUI Officers are SFST certified. We would like to have the officers trained through the ARIDE program through the Law Enforcement Liason Office. This will better aid them in detection of impaired drivers. We are trying to host an ARIDE training class at our Police Fire and Training Academy.

Hattiesburg Police recently employed a DRE certified officer at our department. This officer is also a certified SFST instructor and ARIDE instructor. DRE's are required to have 8 hrs of CEU's strictly in DRE to maintain their certification. DRE's get these CEU's at the International Impaired Driving Conference put on by IACP (International Association of Chiefs of Police). We would like for this officer to attend the 21st International Impaired Driving Conference will be .

Travel:

Include a detailed assessment of travel needs within the program area in which you are applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses. (Based on current state and federal guidelines)

Purpose of Travel:	Number of People:	Cost:	Total:
Highway Safety Stars Conference	3	\$315.00	\$945.00
Hotel Taxes @ 10%	3	\$31.50	\$94.50
Meals: \$41 per day X 4 Days	3	\$164.00	\$492.00
Gratuity for meals @20%=3	3	\$32.80	\$98.40
IACP Conference Registration	1	\$250.00	\$250.00
Airfare (IACP Conference)	1	\$700.00	\$700.00
Baggage (\$25x2 for IACP Conference)	1	\$50.00	\$50.00
Cab/Shuttle (IACP Conference)	1	\$100.00	\$100.00
Per Diem (56x5)	1	\$280.00	\$280.00

Travel Information:

The two members of our DUI Enforcement Team and the Project Coordinator would attend the STARS conference. Officers would receive information and training related to their job duties such as legal updates and the latest trends and techniques in DUI enforcement. The Project Coordinator would receive training on maintaining the grant and better ways to utilize the funds effectively.

Hattiesburg Police recently employed a DRE certified officer at our department. DRE's are required to have 8 hrs of CEU's strictly in DRE to maintain their certification. DRE's get these CEU's at the International Impaired Driving Conference put on by IACP (International Association of Chiefs of Police). The 21st International Impaired Driving Conference will be August 10-12, 2015 in Cincinnati, OH. IACP has not given an exact location this early in 2014.

Distribution Plan for Promotional Items:

Include a detailed assessment of promotional item needs within the program area in which you are applying. Please include event, type of item requested, estimate number of items needed and purpose for each event.

Proposed Event	Items Requested	Number of Items	Purpose of Event
Community Event	Can Cooler	100	Hub Fest. Outdoor festival with thousands of attendees. Will have a booth set up by our command post.
	Cups	100	
	Bags	100	
	Brochure	100	
Community Event			
Lobby Display	Brochures	500	To be placed on a display in Police Department Lobby

Detailed Distribution Plan:

Hubfest is an outdoor festival which draws thousands of people of all ages every year to the city. Hattiesburg Police Department always has a command post at this event. We will have an information booth at this event and will pass out promotional items.

Hattiesburg Police Department has a lobby which is the only entrance for civilians at the department. We would like to put a display with brochures in the lobby to promote sober driving.

Equipment:

Please list the cost for each piece of equipment requested. Please note: Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a thorough explanation of the use of the equipment. All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Alcohol Screening Devices:

<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>

Breath Alcohol Measurement Devices:

<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>

Calibrating Units for Breath Alcohol Testers

http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf

Radar Speed –Measuring Devices

<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcpldec162002.htm>

Lidar Speed-Measuring Devices

<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcpldec162002.pdf>

Equipment	# requested	Cost (each)	Line Total
Nikon Coolpix Camera Bundle (bundle in	2	\$150.00	\$300.00
Straws for Intoximater PBT. (each box i	2	\$48.50	\$97.00
Crime Lab Blood Draws for DRE	10	\$50.00	\$500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTALS			\$897.00

Describe how equipment will be used for grant purposes:

Each camera will be used by officers on the DUI Enforcement Team to take photos of suspects, evidence on traffic stops etc. The straws will be used for field testing using the Intoximeter Portable Breath Tester. The blood draws will be used for DRE evaluations of suspects.

FY15 PROPOSED BUDGET SUMMARY									
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2. Beginning: October 1, 2014	3. Ending: September 30, 2015
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3. Ending: September 30, 2015

Funding Sources

4. For MOHS Use Only	5. Activity	Federal	State	Program Income	Other (Local-Private)	Total
		\$99,889.00	\$.00	\$.00	\$.00	\$99,889.00
TOTAL		\$99,889.00	\$.00	\$.00	\$.00	\$99,889.00

MOHS USE ONLY:

FY15 PROPOSED COST DETAIL SUPPORT SHEET

1. Applicant Agency: City of Hattiesburg					
2. Beginning: October 1, 2014		3. Ending: September 30, 2015		4. Activity: DUI Enforcement	
5. MOHS Use Only	6. Category	8. Description of item and/or Basis for Valuation	9. Budget		
	7. Line Item		Federal	All Other	Total
	Salary & Wages:	1 F/T DUI Officer @ \$15.6444 per hour X 2080 hours = \$32,540.00 (*rounded down) OT for DUI Enforcement (officers)@\$26.69 per hour X 1600 hours = \$42,704.00 1 DRE Officer OT @ \$26.69 X 60 hours = \$1,602.00	\$76,846.00		\$76,846.00
	Fringe: FICA (7.65%-Employer) Retirement (15.75%-Employer)	1 F/T DUI Officer @ \$32,540.00 X 23.40% = \$7,614.44 OT @ \$42,704.00 X 23.40% = \$9,992.74 1 DRE Officer OT @ \$1,601.40 X 23.40% = \$374.73 Total Fringe \$17,981.91 *Rounded to the nearest dollar \$17,982.00	\$17,982.00		\$17,982.00
	Travel: (Rate per diem-based on state and federal guidelines)	Highway Safety STARS Conference Hotel \$1,039.50, Meals + tip \$590.40 TOTAL STARS Conf amt = \$1,629.90 IACP Conference Registration \$250; Airfare \$700; Baggage + Shuttle \$150; Hotel \$1,154; Meals for 5 days \$280 TOTAL IACP Conference \$2,534.00 Total Travel = \$4,163.90* Rounded to the nearest dollar \$4,164.00	\$ 4,164.00		\$4,164.00
	Contractual Services:				

	Equipment:	2 Nikon Cameras bundled \$300.00 2 Straws for Intoximeter PBT \$97.00 10 Crime Lab Blood Draws for DRE \$500.00 Total Equipment \$897.00	\$897.00		\$897.00
	Other:				

MOHS USE ONLY:

TOTALS	\$99,889.00		\$99,889.00
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FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: CITY OF HATTIESBURG

PROJECTION TASK BY QUARTERS:

Please include information regarding Blitz participation, if agency is participating in a blitz during quarter.

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment for quarter.

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Agency will conduct a minimum of 1 school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (Christmas/New Year's) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:

FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (New Year's/Super Bowl) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:

FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Agency will conduct a minimum of 1 school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Complete and submit Budget Modification prior to June 30th deadline if applicable.

Projected Expenditures for Quarter:

FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Agency will conduct a minimum of _____ school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (4th of July/Labor Day) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:

Mississippi OFFICE OF HIGHWAY SAFETY

Agreement of Understanding and Compliance

The Agreement of Understanding and Compliance documents will be attached within the Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.

State and Federal Certifications and Assurances

- I. REIMBURSEMENT OF ELIGIBLE EXPENSES
- II. ON-SITE MONITORING AND EVALUATION
- III. PROPERTY AGREEMENT
- IV. STAFFING
- V. GENERAL PROJECT REQUIREMENTS
- VI. UNALLOWABLE COST
- VII. NONDISCRIMINATION
- VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)
- IX. BUY AMERICA ACT
- X. POLITICAL ACTIVITY (HATCH ACT)
- XI. CERTIFICATION REGARDING LOBBYING
- XII. RESTRICTION ON STATE LOBBYING
- XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- XIV. POLICY ON SEATBELT USE
- XV. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
- XVI. ENVIRONMENTAL IMPACT

Additional MOHS Program Compliance Documents

The MOHS will include all program compliances documents in the FY15 Grant Agreement documents.

STATE CERTIFICATION AND ASSURANCE

Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS grant manager, the MOHS director and/or the DPSP executive director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of off-set levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.

Authorized Official's Signature (Grantee, Sub-grantee or Recipient)

Date

[Typed or Printed Name]

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

LOCAL GOVERNMENTAL RESOLUTION
AGREEMENT AND AUTHORIZATION TO APPLY

WHEREAS, the _____
(Governing Body of Unit of Government)

herein called the “**APPLICANT**” has thoroughly considered the problem addressed in the application (entitled) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY _____ **MISSISSIPPI,**

THIS _____ **Day of** _____, **20** _____ **AS FOLLOWS:**

1. That the project above is in the best interest of the Applicant and the general public.
2. That the _____ be authorized to file, on behalf of the
(Name and Title of Representative)
Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Applicant defraying the cost of the
(Federal Dollar Requested)
project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project.
(Local Match Amount)
4. That certified copies of this resolution be included as part of the application referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____
(Chairman/Mayor – Blue Ink)

Commissioner/Councilman _____ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman _____ and, was duly adopted.

Date: _____

Attest: _____

Seal

By: _____
(Blue Ink)

<u>Continuing Employment</u>	<u>Days* Earned Annually</u>
1 month-2 years	12 ^{hrs}
25 months-12 years	18 ^{hrs}
145 months-20 years	24 ^{hrs}
241 months and longer	27 ^{hrs}

*Per state law, a day is defined as eight (8) hours for all employees who work 2080 hours in a year and twelve (12) hours for employees who work 2756 hours in a year.

Sick Leave. Employees are awarded sick leave at the rate of one day per month (See definition of day above). Accumulated sick leave can be used by an employee for his/her absence due to his/her illness, a documented FMLA-qualifying event, or up to three (3) days for a death in the family (spouse, child, parent, brother, sister, grandparents or similar relationships that are "in-law," "step," or "foster.") A physician's certification of illness is required on the fourth (4th) consecutive day of illness, for an FMLA event, or when there is suspected sick leave abuse and the employee has been notified in writing that a physician's certificate will be required for further excused absences due to illness. Upon termination from City employment, accrued, unused sick leave of 120 hours or more will be certified to the Public Employees' Retirement Plan for award as creditable service under his/her retirement plan.

Family Medical Leave. Pursuant to the Family Medical Leave Act of 1993, employees who have been employed twelve months and worked ~~1040~~ 1260 hours prior to the event, are entitled to twelve weeks (480 hours) of leave for a serious medical condition of the employee or his/her family member. An employee's pregnancy/childbirth will be regarded as a FMLA qualifying event as is the birth or adoption of a child. Where available, accrued leave and compensatory time will be utilized to avoid "non-paid status."

Health Insurance. Full-time, regular status employees are provided health insurance by the City on the first day of the month following the completion of ninety (90) days continuous employment. Dependent coverage is available and is paid through payroll deduction of the family premium beginning during the month prior to coverage becoming effective. If an employee wishes to add dependent coverage where he/she has not had it before, it can be done only during open enrollment, unless there is a "qualifying" event. Human Resources/Payroll should be consulted if you wish to add dependents at any time other than open enrollment.

Life Insurance. The City provides \$20,000 term life insurance coverage to employees covered by health insurance. The policy is payable to your designated beneficiary.

Re: FLSA

Employees that work disaster pay are paid according to Fair Labor Standards Act (FLSA). Salaried/Non-exempt/Exempt and/or hourly employees received overtime after working following hours:

Hourly	40 hours per week
Fire (Sworn/Salaried/Non-exempt)*	144 hours following 19- day cycle
Police (Sworn/10 Hour)**	160 hours following 28- day cycle (straight)
Police (Sworn/12 Hour)**	168 hours following 28- day cycle (straight)
Police (Sworn/8 Hour)**	160 hours following 28- day cycle (straight)

Exempt Employees The City of Hattiesburg will pay an exempt employee at time and a half for disaster hours worked if the Governor declares Mississippi to be in a state of emergency and pending council approval.

*A Kelly day (KK) is a scheduled "off" or an uncompensated day that is built into each 19 day cycle. If an employee works on this day, it would be classified as overtime if the total hours are over 144 hours for the 19 day cycle is over

**All Sworn/Non-Exempt Police receive time and half after working 171 hours following a 28-day cycle.

In addition, an employee must physically work the required hours for the shift they are on to receive overtime at time and a half. A holiday, sick, or vacation can make a portion of the overtime to be paid at straight time. Listed below is an example:

Firefighter:	Work hours:	120 hours	Overtime starts at 144 hours
	Vacation hours:	24 hours	
	Overtime hours:	48 hours	

This employee would be paid 24 hours at straight and 24 hours at time and a half.

If you have any further questions, please contact me at 601.545.4570.

Sincerely,

Brenda Childress
Human Resources Specialist

2015 PAYROLL PAY PERIODS
PAY PERIODS ENDING & PAY DATES

	PAY PERIODS ENDING	PAY DAY DATE
JANUARY	DEC 20, 2014-JAN 02,2015	JANUARY 9, 2015
	JAN 03, 2015- JAN 16, 2015	JANUARY 23, 2015
FEBRUARY	JAN 17, 2015 – JAN 30, 2015	FEBRUARY 6, 2015
	JAN 31, 2015- FEB 13, 2015	FEBRUARY 20, 2015
MARCH	FEB 14, 2015 – FEB 27, 2015	MARCH 6, 2015
	FEB 28, 2015- MAR 13, 2015	MARCH 20, 2015
APRIL	MAR 14,2015-MAR 27, 2015	APRIL 3, 2015
	MAR 28, 2015-APR 10,2015	APRIL 17, 2015
MAY	APR 11, 2015-APR 24,2015	MAY 1, 2015
	APR 25, 2015 –MAY 8,2015	MAY 15, 2015
JUNE	MAY 9,2015- MAY 22,2015	MAY 29, 2015
	MAY 23,2015–JUN 5, 2015	JUNE 12, 2015
	JUN 6, 2015- JUN 19,2015	JUNE 26, 2015
JULY	JUN 20,2015 - JUL 3,2015	JULY 10, 2015
	JUL 4,2015 - JUL 17, 2015	JULY 24, 2015
AUGUST	JUL 18,2015 – JUL 31, 2015	AUGUST 7, 2015
	AUG 1, 2015 - AUG 14, 2015	AUGUST 21, 2015
SEPTEMBER	AUG 15, 2015-AUG 28,2015	SEPTEMBER 4, 2015
	AUG 29,2015-SEPT 11, 2015	SEPTEMBER 18, 2015
OCTOBER	SEPT12, 2015-SEPT 25, 2015	OCTOBER 2, 2015
	SPET 26, 2015-OCT 9, 2015	OCTOBER 16, 2015
NOVEMBER	OCT 10, 2015-OCT 23,2015	OCTOBER 30, 2015
	OCT 24,2015 – NOV 6, 2015	NOVEMBER 13, 2015
	NOV 7,2015 - NOV 20,2015	NOVEMBER 27, 2015
DECEMBER	NOV 21,2015- DEC 4, 2015	DECEMBER 11, 2015
	DEC 5, 2015 - DEC 18,2015	DECEMBER 25, 2015*
JANUARY 2016	DEC 19,2015- JAN 1, 2016	JANUARY 8,2016

* DATES SUBJECT TO CHANGE ACCORDING TO PROCLAMATION DETERMINED BY THE GOVERNOR.

CHAPTER 61 TRAFFIC

DISCUSSION: The purpose of this chapter is to establish the policies and procedures for the administration of the traffic law enforcement function and traffic related services performed by the Hattiesburg Police Department. It shall be the policy of the Hattiesburg Police Department to promote the safe and expeditious flow of vehicular and pedestrian traffic through effective and efficient traffic law enforcement and delivery of police traffic related services designed to reduce traffic collisions and their resultant fatalities, injuries and property damage.

61.1 TRAFFIC ADMINISTRATION

61.1.1 Traffic Administration Goals

- A. Traffic law enforcement and the delivery of police services will be applied in a consistent and courteous manner to foster a positive attitude and acceptance of such enforcement and control as is necessary to achieve the Department's goals.
- B. The Traffic Division must carry out its traffic ~management responsibilities with full consideration of the requirements of judicial, engineering, educational and administrative agencies involved in the transportation management system. The Department will ensure that channels of communication with other agencies involved in the transportation management system remain open and the problems are resolved as quickly as possible.
- C. The Traffic Commander will develop written performance Objectives for the delivery of police traffic related services. The objective shall be reasonable, attainable, quantifiable and measurable where possible, yet provide sufficient flexibility to permit Change. This written objective will be submitted annually to the Chief of Police.
- D. Public understanding and support are essential to the effectiveness of all law enforcement agencies. The Traffic Division will provide traffic safety education and information programs consisting of a comprehensive system-wide approach to encourage responsible drinking decisions and discourage misuse of alcohol while emphasizing that DUI enforcement is one of the Department's top priorities. Safety education and information efforts that highlight the benefits of safety belts and child restraints and encourage drivers and passengers to utilize available safety belt restraint systems.
- E. It is the policy of the Department to promote traffic safety through law enforcement. All patrol/traffic officers are responsible for maintaining a working knowledge of traffic laws and their proper application. The responsibility of enforcing traffic laws is shared by all uniformed personnel.
- F. The Traffic Commander shall have the primary responsibility for planning, analysis, inspection and coordination of the Traffic Division. In addition, he/she shall have the responsibility for coordinating the training and the assignment of the Traffic Division personnel to the following functions:

1. Technical accident investigation, to include investigation of all fatal and serious personal injury accidents, serious hit and run accidents and accident reconstruction.
2. Analysis of accident reports and records.
3. The Traffic Division has implemented a Selective Traffic Enforcement Program (S.T.E.P.) in an effort to expedite safe traffic flow within the City. This shall be done by addressing high accident times/locations and hazardous moving violations to include specialized DUI enforcement efforts.
4. Operation of radar.
5. Operation of pre-arrest and evidential chemical breath test equipment.
6. Specialized traffic congestion control during peak traffic hours.
7. Traffic safety education and public information.
8. Designate a liaison with local traffic safety groups.
9. Assignment of Traffic personnel to these problem areas and times shall be done by the Traffic supervisors. Enforcement of traffic laws, high visibility of marked police units and public awareness are the key tools in STEP. This program is enhanced by the use of the Motor Squad to enforce hazardous moving violations and provide necessary traffic direction and the DUI Unit to effect the removal of impaired drivers.
10. Evaluation of the STEP activities will be done on a continuous monthly basis with an annual evaluation to check effectiveness.
11. Complaints from the public and officer observation shall be used along with accident analysis to determine STEP assignments. Traffic complaints shall be maintained on file by the Traffic Division. Complaints are received and routed as follows:
 - a. Any member, while at the Police Department, receiving a complaint, via phone, regarding traffic enforcement problems shall forward the call to the Traffic Division. If the call cannot be forwarded and the member does not have available a Service Request Form, the caller shall be referred to the traffic Division and given that business number. (AS a matter of public service a Request for Service Form should be filled out if at all possible instead of a referral.)

- b. An officer receiving a complaint in the field or observing a condition that requires traffic enforcement shall fill out a Request for Service Form and deliver that form to the Traffic Division.

61.1.2 Enforcement Action Taken

- A. In considering what enforcement actions should be taken against any violator, the officer must consider the totality of the circumstance. The circumstances include, but are not limited to:
 - 1. The severity of the violation.
 - 2. The state of mind and intent of the motorist.
 - 3. The conditions in the area (i.e., weather, traffic volume, road surface).
 - 4. Whether an accident resulted.
 - 5. The threat the violator poses to the public.
 - 6. The prior history of violations or complaints in the area.
 - 7. Whether the violation resulted from a recently enacted and possibly unfamiliar law.
 - 8. Whether the violation merits court action.
 - 9. The number of violations committed by the offender.
 - 10. The credibility of mitigating circumstances offered by the violator.
- B. The officer must use his judgment in selecting the appropriate action to be taken so that the incident does not repeat itself and the public's safety is maintained.
- C. A physical arrest will normally be made when the offender has committed the following:
 - 1. A motor vehicle felony.
 - 2. A violation of DUI.
 - 3. When the officer has a strong and articulate belief that the violators identify is in doubt.
 - 4. Officers may use their judgment when the driver's license is suspended. Physical arrest should be based on the totality of the situation.

- D. Citations may be used for any motor vehicle violation, except as provided above.
- E. Warnings, either verbal or written, may be used for any motor vehicle violation at the officer's discretion. If a written warning is chosen the officer will explain:
 - 1. The citation is only a warning.
 - 2. No court appearance is necessary.
 - 3. No fine is imposed.
 - 4. Any other information solicited by the violator.

61.1.3 Procedures for Handling Traffic Law Violations

- A. Nonresident Violators
 - 1. Mississippi is a member of the Nonresident Violator Compact (1977). Membership in the compact includes the states listed in Appendix A of this chapter.
 - 2. Members of this compact agree to reciprocally suspend the license of any of their residents who fail to honor citations issued by other member states.
 - 3. When an officer decides to charge a violator that resides in or holds a license from a state that is a member of the compact, he shall issue a citation and shall not require the posting of bond unless:
 - a. The issuance of a citation in lieu is prohibited by law.
 - b. Conviction of the offense will result in suspension or revocation of the violator's right to operate.
 - c. The violator requests to post such bond.
 - d. The violator offers his current valid operator's license in lieu of bond.
 - 4. Nonresident violators from a state that is not a member of the compact states, shall be treated the same as violators from compact states, except that an officer may require the violator to post bail or bond if he has a strong and articulate belief that the motorist will not appear in court otherwise.
- B. Juvenile violators (10 to 17 years of age), including DUI, through Municipal Court. 17 years of age) that are issued will be treated the same as adults. Juveniles under the age of 10 years will not be issued citations, but will be transported to the Hattiesburg Police Department for release to a parent or legal guardian.

C. Members of Legislature:

1. No officer shall detain any member of the US Congress or Mississippi Legislature when they are in route to their respective sessions.
2. The Constitution of the State of Mississippi (privileges of Member of Legislature) states that no member of the House of Representatives or senate shall be arrested, or held to bail, during his going to, returning from, or attendance upon, the Court.
3. Constitution of the United States Article 1 Section 6 ... " They shall in all cases, except treason, felon and breach of the peace be privileged from arrest during their attendance at the session of their respective houses and in going to and returning from the same; and for any speech or debate in either house, they shall not be questioned in any other place."

D. Foreign Diplomats/Consular Officials:

1. Diplomatic immunity is granted by the US Government under provisions of the Vienna Convention on Diplomatic Relations. Generally, these provisions apply to two (2) classes of immunity.
 - a. Diplomats and members of their families enjoy full immunity.
 - b. Employees of diplomatic missions and members of their families enjoy immunity with respect to acts performed in the course of their official duties.
2. Verification of Immunity

While the burden is upon the diplomat to claim immunity through the presentation of valid credentials, diplomatic status may also be verified through the State Department at the following number, 1-202-647-4000. This number is manned 24 hours per day.
3. Diplomat Driving Under the Influence
 - a. If any Diplomat or Consular Officer is stopped while under the influence of alcohol or drugs, a law enforcement officer has the following options:
 - (1) Take the individual to the station or to a location where he/she can recover sufficiently to enable him/her to drive safely.
 - (2) Take him/her to a telephone so he can phone for assistance.

- (3) Arrange for a taxi or other ride.
 - b. The officer or the Department is under no obligation to allow a person with diplomatic immunity to present a clear and present danger to themselves or others.
 - c. Unless the Consular Officer is considered a serious danger to their selves or to others, he/she should not be physically restrained or Subjected to a Sobriety Test. The officer should impress upon the individual that it is the Police Department's primary responsibility to care for his safety and the safety of others.
 - d. Consular Officers and their family members that are not recognized as having diplomatic immunity shall be handled with the same appropriate courtesy, respect and procedures that would be applied to any other member of the community.
- 4 Any serious incident or violation of the law involving a diplomat or his/her family shall be documented in the normal and established reporting method.
 - 5. All serious incidents involving diplomatic and Consular Officers and their families shall be reported to the U.S. Office of Protocol by the Operations Bureau or his/her designee at the first opportunity.
- E. Military Personnel while on active duty will be treated as follows:
- 1. When responding to an alert or other emergency, the violator should not be detained for an unreasonable period of time.
 - 2. If an emergency does not exist, the violator will be treated the same as any violator. Further information can be found in Chapter 1.

61.1.4 Motorist Information for a Traffic Violation Charge

It is essential that officers fully explain the rights and requirements imposed on motorist upon arrest or issuance of a citation for a traffic violation. At the time a motorist is charged with a violation (and is not placed under actual physical arrest) the officer shall provide information to include:

- A. A clear and legible copy of their violation summons.
- B. The time and date for their court appearance
- C. If appearance is

1. Optional Fine may be paid without court appearance by mail or in person at the Police Department. Fine amounts are not to be given out by Officers. Violators are advised to contact the Court for current fine amounts.
 2. Mandatory: Those cases which require court appearance or the posting of bond, Officers may give the violator the OPTION of depositing a valid Driver's License in lieu of posting bond. Officers may only offer this as an option; it must be the violator's decision to surrender a valid D.L. for bond.
- D. A phone number for the court system should they have questions at a later time.
- E. Other information solicited or questions asked by the violator.

61.1.5 Traffic Law violation Enforcement

Traffic enforcement functions encompass visible traffic patrol, stationary observation and the use of traffic related data in high accident areas. These functions are put to enforcement practices through the use of specialized vehicles and tools as directed by the Traffic Commander.

A. DUI

Operation of a vehicle by a driver under the influence of alcohol/drugs. Upon stopping a motorist suspected of DUI, the officer shall ask the operator to perform Field Sobriety Tests in order to form an opinion about the driver's level of impairment due to alcohol or drugs. BAC test will be offered to violators exhibiting a level of impairment that would prohibit the safe operation of a motor vehicle. Any such test shall be conducted according to Implied Consent laws and Department policy.

B. Suspended, Revoked or No Driving Privilege Violations

1. Any of the above violations could be result of various actions not only of the driver, but of the court and/or the Department of Public Safety. Although drivers are required to physically be in possession of a license to drive, citations should only be issued if a true "No License" status can be verified through computer checks.
2. A physical arrest or a citation may be made when the violator's license has been suspended or revoked. (AOM 61.1.2.C). The Department of Public safety must process information from many different court systems thus, delays often occur in both suspending and reinstating privileges. A citation should not be issued if there is any doubt about the correct status of a license. Generally, a license is not considered suspended and no citation is issued until verified by computer printout. On the other hand, a license listed as suspended is generally considered valid if the violator has current court documents as verification and the change has not been reflected in the computer.

3. Officers must consider a multitude of variables in making a decision as to the best enforcement action. The primary basis for any such decision should rest with the overall intent of traffic enforcement which is to gain compliance. Other variables that may have a bearing on the officer's decision include:
 - a Current intake policy of Forrest County Regional Jail.
 - b Violator History
 - c possible Administrative errors or discrepancies
 - d Other mitigating circumstances
4. The operator should not be allowed to drive once it has been determined that no legal privilege exist to operate a motor vehicle on the roadways within the State. Arrangements should be made for the continued operation of the vehicle such as another license driver in the vehicle or someone who can pick up the vehicle. Unless the driver is incarcerated, the vehicle need not be towed if legally parked or on private property.

C. Hazardous and Non Hazardous Violations

These violations are handled by officer's discretion as to whether issuance of a verbal warning or a citation is appropriate.

D. Multiple Violations

1. A combination of hazardous and non hazardous violations should generally result in a citation for the most serious violation and warnings for the remainder.
2. It is the policy of the Hattiesburg Police Department not to "pile" or "stack" multiple charges resulting from the same or continuing offense.

E. Newly Enacted Laws/Regulations

It is the policy of the Hattiesburg Police Department to warn violators of newly enacted laws and regulations for a reasonable period of time so as to ensure that the public has an opportunity to learn about and/or adjust to the change.

F. Warnings

Warnings can be done verbally or written. In either case the officer shall conduct him/her self as a professional while in contact with the violator, fully explaining the violation and reason for their release with a warning.

G. Violations Resulting in Traffic Accidents

It is the policy of the Hattiesburg Police Department that only drug, licenses, DUI, equipment or violations committed in the officers presence will be written at accident scenes. Reconstructionist may pursue felony charges as the case permits. Any physical evidence of a violation (such as skid marks through a stop bar) will be noted in the accident report and reflected under contributing circumstances.

H. Pedestrians and Bicycle Violations

Every person riding a bicycle shall have all the rights and duties applicable to the driver of a vehicle, except those which by their nature can have no application. Pedestrians shall have all the privileges set forth in Article 23 "Pedestrians Rights and Duties" of the Mississippi Code. Officers shall enforce these codes as they do others for roadway violations.

I. Speed Violations

Speed violations shall be enforced where deemed necessary via complaints, surveys, analysis, etc. by the use of speed measuring devices. (AOM 61.1.9) Legally, there is no defense for exceeding the posted speed limit or driving faster than the conditions permit. Practically, however, there exists sufficient reason to believe that some factors may give a subject cause to believe that the violation falls within acceptable variance or an exception. Officers should use discretion deciding the best course of action relative to the goal of overall compliance within the community.

J. Equipment Violations

Equipment violations are enforced for compliance per MS code 63 through citations or warnings.

K. Off - Road Vehicles

All vehicles used on the streets or roadways within the city shall conform to guidelines set in MS code 63. Vehicles designated for "off road use only" must fall under a legal exception to operate on the roadway.

L. Public Carrier / Commercial Vehicle

The Hattiesburg Police shall enforce the same traffic codes outlined in Ms Code 63 for private vehicles as they apply to Commercial vehicles. In some cases the law may either provide stricter interpretation or an exception for commercial vehicles. An example would be the lower BAC test levels used in the prosecution of commercial operators for DUI violations opposed to BAC levels used for operators of private vehicles. Laws that are geared specifically for commercial vehicles such as shipping papers, weight, fuel tickets are enforced by Mississippi Department of Transportation.

61.1.6 Traffic Law Enforcement Practices

Although traffic law enforcement is shared by all uniformed sworn officers, traffic officers shall enforce traffic laws on a front line basis. Traffic officers will enforce traffic laws mainly in high accident areas by way of selective traffic enforcement. This will be done by remaining visible to the motoring public using speed detection equipment. Enforcement shall be done in marked police vehicles. Traffic law violations shall be enforced by warnings, citations or, if required, actual physical arrest.

A. Enforcement Practices

Only marked cruisers will be used for traffic enforcement purposes. Traffic law violations may be enforced by warnings, citations or physical arrest to accomplish the overall goal of compliance.

B. Overt Enforcement Tactics

1. Visible traffic patrol is appropriate in the following circumstances:
 - a. Patrol of areas where analysis indicates motor vehicle violations and accidents most frequently occur.
 - b. Patrol of areas with high traffic volume.
 - c. Patrol of areas where pedestrians frequent.
 - d. Patrol of areas where dangerous traffic patterns exist.
 - e. Patrol of area that receives citizen complaints.
2. The use of marked cruisers promotes the following:
 - a. Prevention of motor vehicle violations.
 - b. Adds a sense of security to the public.
 - c. Reminds the driver of motor vehicle safety.
3. Visible traffic patrol can be conducted in the course of the officer's normal tour of duty in a given beat area or it can be a directed patrol as his sole responsibility.
4. Directed patrol can be in a general area or it can be on a specific route between two points where the officer can be moving or remain stationary.

61.1.7 Procedures for Stopping and Approaching Traffic Law violators

Procedures for stopping a traffic law violator is as follows, with officer safety of first and foremost concern.

- A. Few patrol events seem more "routine" than vehicle stops, yet in an average year twelve (12) percent of officers killed are shot while detaining motorists. Dangerous motorist and passengers not always be identified in advance. This is why it is so critical to CONTROL YOUR STOP.
- B. Listed below are common sense approach guidelines to traffic stops:
 - 1. Vehicle approaches should be viewed as an exercise in tactics REGARDLESS of the motorist involved.
 - 2. In selection of location consider traffic congestion, civilian density and if applicable lighting.
 - 3. Provide Communications with license number (if available) and description~ of vehicle.
 - 4. Provide Communications with the exact location of traffic stop.
 - 5. Position the patrol car approximately 10-20 feet directly to the rear and slightly to the left of center relative to the violator's vehicle. Motorcycle officers shall instruct the violator to pull their vehicle off the street when feasible and the motor unit should be parked behind the violator in a safe place where the unit can maintain an upright position.
 - 6. Visually examine the vehicle, look for clues that may indicated something is amiss.
 - 7. DO NOT STAND DIRECTLY BESIDE THE DRIVERS WINDOW. Stand slightly to the rear of the driver's door.
 - 8. Remain watchful.
 - 9. Hold violators license and citation book in non gun hand and chest level or so that occupant(s) remain within your peripheral vision.
 - 10. If driver seems nervous or uncomfortable, instruct him/her to keep hands on the steering wheel.
 - 11. Stay alert against distractions.
 - 12. Remaining in contact with the violator invites a verbal confrontation and officers are more easily distracted. Move to an area of safety to physically write the citation.

13. Write the citation in a position that is to your ADVANTAGE and NEVER while standing directly behind the violator's vehicle. Motorcycle officers while writing the citation or making inquiries shall position himself to the rear of his motor unit, unless better protection is offered and more feasible.
 14. If it becomes necessary to return to the patrol car, keep visual contact with the violator vehicle.
 15. After the citation is issued and closure is made with the violator return to the patrol car keeping visual contact with the violator and vehicle.
 16. In night or dim light conditions, headlights, spotlights and/or take down lights should be used to conceal the Officer's movements and provide visibility inside the stopped vehicle.
- C. The majority of traffic violations are handled while the violator remains in the car. Nothing in this policy dictates that this must always be the case. Examples of Officer/Violator relations outside of the vehicle would be:
1. Field Sobriety Test
 2. To avoid distraction by other occupants
 3. Officer safety factors

61.1.8 Officer - Violator Relations

Once the officer has stopped the violator, the "officer-violator relationship" is activated. The officer should minimize conflict between him/herself and the violator by remaining calm and professional. When contacting the violator the officer should follow these steps.

- A. Identify their self and the authority agency (Hattiesburg Police Department).
- B. Inform the violator why he/she was stopped.
- C. Inquire as to the reason for the violation.
- D. Decide on a verbal warning, a citation or, if necessary, arrest.
- E. Have a courteous and informative closure.

The officer should weigh the decision of his/her actions based on the information at hand then decide what is the best attempt to favorably alter the violator's future driving habits.

61.1.9 Use of Speed Measuring Devices

The purpose of this section is to create a policy, outline operating guidelines, maintenance and safety procedures for the use of traffic radar/laser used by the Hattiesburg Police Department.

- A. The issuing and assignment of radar instruments, the planning of locations and hours of operation shall be the responsibility of the traffic supervisor. The hours of operation and location shall be determined by accident data, high violation frequency and documented complaints through the selective traffic enforcement program.

- B. Equipment Specifications

The radar instruments used by the Hattiesburg Police Department will meet specifications and guidelines set forth and approved by the Federal Communications Commission and operated using the Doppler principle.

- C. Proper Care and Maintenance

- 1. The radar instrument assigned by the traffic supervisor to an officer will be kept clean and in proper working order. The officer will shield the radar instrument from vibration as much as possible on the motor units and securely attach it in the traffic cruiser. The unit will be checked monthly by a traffic supervisor for proper care by the officer assigned.
 - 2. Radar units provide for no program of maintenance or maintenance schedule. Members of the Department are not to perform repair service on radar instruments. If at any time the unit fails to pass a required accuracy test (see D below) the officer will turn in the radar instrument to a traffic supervisor. The traffic supervisor will be responsible for seeing that the unit is sent for repairs in conjunction with the Police Quartermaster. Repairs or maintenance shall be performed by the manufacturer or authorized service center.

- D. Test

All radar instruments shall be tested for accuracy in either a stationary or moving mode at the beginning of the officer's shift, if turning the unit "on" and prior to each radar detail. The test will be conducted in accordance with the manufacturer's instruction manual. Radar certification and calibration certificates will be kept on file in the Traffic Office. The test will include:

- 1. The test for internal accuracy must be performed by following the manufacturer's instructions. The radar read-out during this test MUST display the exact number indicated in the instruction manual for the test to be accurate.
 - 2. The test for external accuracy will be completed by utilizing the two (2) tuning forks provided with the radar instrument. A reading of plus (+) or minus (-) one (1) mile per hour must be attained for an acceptable test.

3. A light test to insure all bulbs and warning lights are in working order in accordance with the instruction manual.

E. Training

All entry level officers are trained at the Hattiesburg Police and Fire Training Academy. State Standards and Training require that all officers receive a minimum of sixteen (16) hours instruction to be familiar with the use of radar instruments. After receiving Certification as a Law Enforcement Officer and passing the radar instruction from a State approved Training Academy the officers are considered certified in radar operation.

F. Safety

Based on the uncertainty of non-thermal health effects, such as cancer, the Hattiesburg Police Department adopted the following safety procedure to reduce microwave radiation exposure levels for an acceptable test:

1. Pointing the antenna of the radar unit away from the operator as much as possible while the unit is transmitting a beam.
2. Using the units with a "hold" or "standby" features to limit activation times.
3. Radar operators WILL NOT place an activated radar instrument on their laps while waiting on violators.

- G. A secondary method used to measure violator speed is a speedometer. This method should be used giving the violator the benefit of any doubt. Thus, limiting the scope of this enforcement method to only when the violation is obvious and the speed is excessive. The officer should collect more data than merely the reading of the speedometer at single point in time. Development of information concerning tracking history and distance/time relationships is recommended to establish proof of a violation. (For example: By following a vehicle for one (1) mile with the lowest recorded speed of 60 mph and the high speed of 70 mph while traveling in a 40 mph speed zone.)

61.1.10 Countermeasure Programs for Alcohol Enforcement

- A. In addition to providing specialized training to all officers regarding DUI detection, the Traffic Division maintains a unit whose primary function is the apprehension of the impaired driver. The Traffic Commander will be responsible for supervising the DUI Unit, setting the hours, the areas of deployment and coordination of the training. The Traffic Commander will deploy the squad in a selective enforcement manner at the time when and locations where a significant number of violations and/or accidents involving impaired drivers have occurred. Selective roadway checkpoints for the deterrence purposes will be conducted by the DUI Squad in conjunction with the Traffic Division.

B. Training

The DUI officer will be trained thoroughly in:

1. The visual detection of impaired drivers.
 2. The types of traffic violations providing the highest probability that the driver's ability to safely drive is impaired.
 3. Trained and certified in field sobriety testing and will use such test to support their case.
 4. Trained and certified in the operation of the breath analyzer Intoxilizer 5000.
 5. Trained and knowledgeable in current DUI laws.
 6. Trained for providing courtroom testimony and will be expected to perform in an expert fashion in court.
- C. The officers will be provided in-service training seminars to keep abreast of the new changes and ideas in DUI laws and detection to further enhance their performance skills.

61.1.11 Procedures for Handling Driving Under the Influence Cases

This directive establishes procedures for handling persons charged with driving under the influence of alcohol or drugs and procedures for evidence involved with the charge.

- A. Contact with a DUI Violator
1. Upon stopping a motorist suspected of DUI, the officer shall, if feasible, have the operator perform Field Sobriety Tests in order to form an opinion about the driver's level of impairment due to alcohol or drugs. These field tests will include:
 - a. A standard balance test.
 - b. A walk and turn test.
 - c. A horizontal gaze nystagmus test.

(The officer may use a portable breath analyzer (PET) to help determine if the driver is impaired. Officers are reminded that evidence obtained by PET may be suppressed and not heard in court. Other "Field" test may be used, but it may fall to the officer to show the validity of non-standardized sobriety test.)
 2. If a driver is arrested for DUI he/she shall be handcuffed, searched and transported in a safe manner as provided in Chapter 71, Prisoner Transportation.

Persons under the influence of drugs/alcohol are unpredictable in their behavior patterns and should be treated with caution and due regard for safety.

3. The vehicle shall be made safe from the regular traveled path of vehicular traffic, locked if possible and the keys secured while the operator is being tested on the Intoxilizer.
4. If the vehicle is towed incident to an arrest, the next towing service on the rotation list will be used unless the driver has a personal preference. The officer shall turn over the keys to such vehicle to the tow truck operator.
5. Upon the event the driver is arrested and the event has left the passenger stranded, the officer will make a reasonable effort to procure such a passenger an alternative means of transportation.

B. Implied Consent Rights

1. Upon arrival at the station and before any chemical test is given; the officer shall inform the arrested person of their Implied Consent Rights from the State of Mississippi Form IP-29.
2. Under Implied Consent the arrestee does not have the right to consult with their attorney before making a decision to take a chemical test. Therefore, an arrestee who will not submit to a chemical test before talking to counsel shall be treated as a test refused.
3. Any incident or situation in which a person is dead, unconscious, or who is otherwise in a condition rendering him incapable of refusing shall be deemed not to have withdrawn his consent and the test or tests may be administered. The provisions for advising a person of his Implied Consent Rights shall not apply to persons incapable of giving consent.
4. Implied Consent does not apply to (PBT). There is no enhanced penalty for failure to take any test other than the ones provided by the State of Mississippi.

C. Administering of Intoxilizer Test and preparation of Required Reports

1. After the initial traffic stop when the officer sees the need for a breath test, the prisoner shall be kept under constant observation for a minimum of twenty (20) minutes. (No observation period for blood or urine test)
2. After informing the prisoner of his/her Implied Consent Rights a chemical test or tests to determine the alcohol or controlled drug content of the arrestee's blood shall be administered at the direction of the officer. (Some Health Care Facilities may require the Officer, violator or both to sign forms prior to drawing blood for BAC.) The test or tests could be any or all or any combination of the following:

a. Breath test

Is the primary test offered by The Hattiesburg Police Department to violators who do not meet the conditions of other approved test. Administration of the breath test will be conducted as outlined on the Operational Check List Intoxilizer Model 5000, State of Mississippi Form IP-29. Although this test may be taken at any location provided by the State Crime Lab, it is preferred that officers administer the breath test and reading of wavier at the Hattiesburg Police Department because of the availability of trained operators, witnesses and video monitoring equipment. Refusal of the breath test by the violator does not obligate the Department to provide for any further testing.

b. Blood Test

Blood test shall be obtained when it is physically impossible or practically infeasible to acquire BAC by breath test. Only a licensed physician, registered nurse, certified physician's assistant, or qualified medical laboratory technician may withdraw blood for the purposes of a Chemical test. This sample shall consist of a sufficient quantity to allow for analysis, be placed in a biochemical sealed container (gray top or other tube containing preservative) by the medical authority drawing the sample and given to the requesting Officer. The officer obtaining the sample shall begin a chain of custody with any sample secured in the evidence refrigerator until such time it can be turned over to the appropriate authority (lab) for testing.

c. Urine Test

Whenever a urine test is given under the provisions of Title 63 Chapter 11 of the Mississippi State Code the arrestee shall be given such privacy as will insure the accuracy of the sample and will maintain the dignity of the individual. The samples for this test are obtained, for the purpose of DUI investigation, as a last resort and only if the above listed test cannot be conducted.

3. Following the BAC Test, if the prisoner desires a test of his own choosing, the arresting officer shall insure that phone access is made available to the prisoner to arrange his testing at his own expense. A second test on the INTOXILIZER 5000 is NOT authorized. Any person subjected to a chemical test has the right to similar tests at his/her own expense. The failure or inability of the arrestee to obtain such tests is not the responsibility of the arresting authority. The arrestee shall have access to a telephone for medical assistance or legal counsel. There is not a requirement to release from custody the arrested person for testing purposes.

4. Following the INTOXILIZER Test if the violator is charged he shall be booked into the Forrest County Regional Jail.

Note: If the violator is a juvenile, after appropriate booking is complete, the juvenile shall be released in accordance with current Youth Court regulations.

D. Reports and Forms

1. If the prisoner has a current DL he/she shall be given a receipt for driver's license and temporary driving permit as required by law, State of Mississippi Form IP-12
2. The arresting officer shall forms incidental to the DUI reviewed by a court clerk. fill out any and all appropriate charge. The forms shall be

E. Release of DUI Arrestee

The release of the arrestee will be handled as 'provided for in AOM 101.

61.1.12 Driver Re-Examination

- A. In the course of an officer's motor vehicle related activities, he identifies certain individuals who may fall under the following:
 1. Suspected incompetence
 2. Physical disability
 3. Mental disability
 4. Disease
 5. Any other condition which prevents that individual from exercising responsible care over a motor vehicle.
- B. The officer should then prepare a letter to the Department of Public Safety, Drivers Services. He shall state all the reasons and circumstances which warrant the hearing.
- C. The drafted letter will be turned over to the Records Division Manager who shall review it, prepare it for a review for the Chief of Police on department stationary and, if approved, ensures that it is mailed to the Mississippi Highway Safety Patrol, Drivers Services, P.O. Box 958, Jackson, MS 39205.

61.1.13 Parking Enforcement

- A. Parking enforcement relating to metered and downtown parking is mainly done separate of the Police Department by the Parking Division located in City Hall.

- B. Sworn officers have the mandated authority to enforce parking violations and shall take action as needed elsewhere in the city.
- C. In NO PARKING zones, if an immediate hazard is caused by the violator, a citation is in order. A concerned effort to contact the owner of the vehicle should be attempted prior to towing. In a residential area the officer should attempt to correct the violation by contacting the owner. If compliance is not achieved, a citation should be issued. Blocking a roadway is sufficient reason for the vehicle to be towed if the operator cannot be located in a timely manner.

61.2 TRAFFIC ACCIDENT INVESTIGATION

61.2.1 Accident Reporting and Investigation

- A. All traffic accidents require a complete and thorough investigation to include, at a minimum, the completion of a traffic accident report; diagram of the accident; statements (in appropriate sections of the report) of the operators and witnesses; appropriate and accurate accounts of injuries and shall be conducted in the following situations:
 - 1. Fatal/injury traffic accidents
 - 2. Pedestrian traffic accidents
 - 3. Bicycle traffic accidents (WITH A MOTOR VEHICLE)
 - 4. Traffic accidents when officers have been dispatched to the scene of the accident and:
 - a. Damage is \$100.00 or greater and/or towing is required
 - b. Personal injury has been sustained
 - c. For any police vehicle
 - d. Spillage of hazardous materials
 - e. Any party involved request an investigation
 - f. Major traffic congestion has resulted
 - 5. Leaving the Scene
 - 6. Impairment due to drugs and/or alcohol
 - 7. Discovery of an accident by the officer

8. Occurrences on private property

(Private property accidents will be handled no differently than accidents which take place on public highways, streets, avenues, etc. Enforcement action, in some instances, may not be possible if the violation requires an element of public way.)

- B. Officers shall provide for the exchange of driver information and inform the operators of their responsibilities to include reports to be filed with the State of Mississippi. Accident reports are required to be turned in for approval/review prior to the end of the officer's tour of duty.

61.2.2 Response to Accident Scenes

- A. Only units dispatched by the Communications Division, otherwise assigned or authorized shall proceed to the scene of a traffic accident. Units are not to dispatch themselves without conformation by Communications or requested by on scene personnel.
- B. Response is required for any call for service or reported condition that would generate an accident investigation report. \ Examples would include accidents involving death, injury, leaving the scene, DUI, damage to public vehicles or property, HAZ-MAT, disturbances between principals, traffic congestion, damage to vehicles requiring towing or in excess of state required monetary reporting limits.
- C. Emergency response is reserved for those conditions where there is a legitimate need for IMMEDIATE action due to the high probability of death or serious injury. This is limited to accidents with injuries unless the responding officer is aware of conditions in which his presence or action would immediately provide for safety. Two examples are given to help officers to make a decision in applying this response standard. The examples have some similar problems and changing or adding variables may result in different response needs, but as applied are different with regard to response.
1. Obstructed traffic is a condition that is encountered almost daily by drivers and rapid response by officers will not offer immediate relief. Even the redirection of traffic often offers only slight relief; only clearing the obstruction will provide relief. No matter what warning devices are in place, safety will be compromised until the road is clear and traffic is flowing. Due to the time involved, nothing is gained by emergency response.
 2. Giving due regard to information received, a HAZ-MAT accident may require emergency response to overt traffic. Generally, drivers are not familiar with the dangers (which are not always immediately apparent) of hazardous materials. Early intervention of traffic flow would decrease exposure and reduce spreading of contaminates.

The duration of both incidents may be the same but only the second example offers immediate relief or provision of safety by an emergency response.

61.2.3 Accident Scene Responsibilities

- A. The first Police Officer arriving at the scene shall assess the situation and request assistance if any is required. To prevent further accidents or damage, the police cruiser shall be parked in such a manner that it provides protection of the vehicles and persons involved in the accident. The officer shall have the following responsibilities:
 - 1. The cruiser should be positioned with safety and scene preservation in mind.
 - 2. The emergency light bar, headlights with wigwags and if at dusk or night, spotlights activated may be used in any combination to provide for safety.
 - 3. Survey the scene to determine the need for medical aid, additional officers to direct traffic or other assistance, HAZ-MAT, fire/rescue or other services.
 - 4. The Officer in charge of scene protection and management.
 - 5. Communicate with any responding officers designating positions and duties.
 - 6. Officer's SHALL WEAR A REFLECTIVE VEST during times of traffic direction.
 - 7. Provide for Clean-up, towing services and other post-investigation services to allow normal traffic flow to resume in a reasonable amount of time.
- B. Medical Aid
 - 1. After taking initial precautionary measures to insure scene safety and security, the officer's primary duty is to determine the need for medical attention.
 - 2. If there is serious bodily injury, the victim requests treatment or the medical need is beyond the skill of the officer's first aid abilities, notify the Communication Section immediately for the services of an ambulance.
 - 3. NEVER move injured persons unless absolutely necessary to prevent death or further life threatening injury from the same or related mechanism.
 - 4. Police cars are not equipped or designed to transport persons in need of advanced medical treatment. Transportation of injured persons to a health care facility for additional medical treatment shall be done by an ambulance.

5. The services of the Hattiesburg Fire Department shall be requested if there are persons trapped in an accident vehicle, hazardous material spill or an excessive oil and/or gas leakage.

C. Chain of Command at the Accident Scene

1. The first officer arriving at the scene will be in charge of the scene and will take all necessary steps to provide aid to the injured, protect the scene and to protect evidence, until completion of the investigation or arrival of a supervisor or reconstruction specialist.
2. The initial officer in charge at any accident scene will be responsible for completing initial accident reports, at scene investigation and any necessary follow-up needed to complete the accident report.

D. Procedures for handling accidents involving Fire Hazards and Hazardous Material

Fire Hazards

1. The Hattiesburg Fire Department shall be dispatched to any possible fire or fire hazard upon the request of any citizen or at the direction of a Police Officer.
2. Upon arrival at an accident scene, the Fire Department assumes control of the immediate area with police personnel providing traffic and crowd control. Once the scene is safe from the threat of fire the police shall complete the accident investigation.
3. Police fire control efforts will be limited to fire suppression which is readily available for the officer (fire extinguisher, blankets, garden hoses, etc.).

HAZ-MAT

1. The telecommunicator shall contact the Fire Department for the appropriate fire response on any reported hazardous material accident.
2. The investigating officer should attempt to identify the hazardous material from a safe position by questioning the driver, checking the bill of lading, checking the placard identification on the vehicle or placard identification on the material.
3. If known, the Communications Division will advise the responding officer that the accident involves hazardous materials. The Communicator will also notify the HAZ-MAT Team, watch commander, along with the Fire Department. Responding officers, when possible, should approach the scene from an upwind direction. On arriving at the scene, the situation will be assessed and the following actions taken:

- a. Isolate the hazard area and establish a perimeter or safety zone. Evacuation of at risk personnel where possible without becoming contaminated.
 - b. Provide medical attention, if contamination is not a factor.
 - c. Coordinate traffic control and traffic routing, crowd control and request additional officers as needed.
 - d. Do not enter the hazard area to obtain the information. If the area has to be entered, wait for the HAZ-MAT Team to arrive with proper apparel and equipment.
4. Officers at the scene will continue to relay information to the Communicator. The Communication Division will disseminate information to other designated special services. Once the hazard is eliminated, the investigating officer will continue the investigation of the accident.
5. Officers should approach any accident scene with safety in mind. Special attention should always be given when approaching accidents involving any means of transporting hazardous material, even if this action calls for a delayed response to avoid becoming a "Blue Canary". *"Blue Canary is a term used by HAZ-MAT personnel to describe police officers that have become victims of hazardous materials because of a haste to help others. The reference comes from the use of canaries by miners as an early warning system to determine the air quality in the mines.

E. At Scene Information Collection

1. As soon as reasonably possible under the circumstances, a preliminary investigation shall be conducted. A Mississippi Uniform Accident Report should be completed with the required information.
2. In investigating accidents a diagram shall be made of any significant, physical evidence, which may include:
 - a. Type of roadway
 - b. Road condition (i.e., holes, ruts, curbs, low shoulders, pavement markings, construction, etc.)
 - c. Environmental conditions
 - d. Traffic control signs and signals

- e. Identification of marks on the roadway (skids, scuffs, gouges, abrasions, etc.)
 - f. Direction of travel of involved vehicles
 - g. Area of impact
 - h. Position and condition of vehicles (i.e., tire, light, horn, or brake damage are especially important)
 - i. Key measurements of area of impact, skid marks, roadway features, potential evidence and other critical aspects of the accident, as appropriate to properly document the scene.
3. Photographs will be taken with the Department's camera at accidents with a fatality, injuries or significant property damage. Photos include the following: (C052703)
- a. Vehicle damage - four sides and interior (if applicable)
 - b. Final resting position
 - c. Debris or marks on the roadway
 - e. View of the driver's approach to the accident scene
 - f. Officers will note in the accident report that photographs were taken and by whom. Photos are evidence and as such are placed in the case file.

61.2.4 Accident Investigation Follow-Up Activities

- A. The collection of off-scene data needed to complete the original report shall be the responsibility of the investigating officer. Off-scene data includes:
 - 1. Names and observations of operators or witnesses that left the scene
 - 2. Statements that was unable to be attained at the scene.
 - 3. Blood or other lab tests necessary for completion of the report.
- B. The decision to reconstruct a Traffic Accident will be made on a case by case basis by the Traffic Commander. However, a Reconstructionist will be called out when:
 - 1. A fatality occurs

2. An accident with a police vehicle involving injuries or significant property damage.
 3. At the discretion of the on duty supervisor.
- C. Reports of reconstructed accidents are to be turned into the Traffic Commander for review and approval prior to filing with the Records Division. These reports may include:
1. A copy of State Uniform Accident Report
 2. Any statements of operators or witnesses.
 3. Any photographs relative to the accident.
 4. A scale diagram.
 5. Any medical, lab or physician reports or test.
 6. Results of vehicle inspection or test.
 7. Reconstructionist conclusion.
 8. Any formal report(s) prepared to support criminal charges.
- D. Mississippi Uniform Traffic Accident Reports shall be submitted to the proper public authority as required by law and usual department procedures. An officer responding to and handling traffic accidents shall submit a full report at or before the conclusion of his/her tour of duty to include all information which may be of assistance in any subsequent proceedings.

61.2.5 Accident Victims Property

- A. In most accidents the involved parties are fully capable and thus, responsible for the care of their personal property. Accidents of this nature are usually minor however, some cases may require, or a request be made for, towing. Responsibility for property or vehicles removed at or under the direction of the owner/operator becomes the responsibility of the owner/operator, Wrecker Company or both.
- B. Should the owner/driver of the vehicle be unable or unavailable due to injury or death to care for his/her property, the investigating officer will take the following actions:
1. Personal property and valuables such as wallets and purses are to remain with persons that are transported to medical facilities. Any such property discovered by the investigating officer after the victim(s) have left the scene shall be taken to the medical facility for return to owner during the follow-up investigation.

2. The vehicle is to be towed IAW with the Hattiesburg police Department's towing policy. The towing service will secure the vehicles and property contained within at a location where it will be properly secured and protected IAW City Ordinance.

61.2.6 Classification System

A regional uniform accident classification system is mandated by the State of Mississippi and maintained by the state Highway Patrol. The Hattiesburg Police Department collects and reports data in compliance with the State of Mississippi accident reporting system.

61.3 TRAFFIC DIRECTION AND CONTROL

61.3.1 Traffic Engineering

- A. Handling of complaints or suggestions concerning traffic engineering deficiencies is conducted by the Traffic Engineering and Maintenance Department of The City of Hattiesburg. The Traffic Division compiles accident information, receives complaints from citizens or observations from officers. This information is distributed to site planning and/or traffic committee members.
- B. The Traffic Commander or delegated subordinate shall attend the Planning Committee meeting to discuss:
 1. New business
 2. Renovations to existing businesses to make sure all are adhering to land use codes
 3. Traffic and Fire Department regulations (new, revised or existing)
- C. The Traffic Commander or delegated subordinate shall also attend a Traffic Committee Meeting to be held at least once a quarter to discuss:
 1. Problem areas
 2. Citizen complaints
 3. Suggestions
 4. Vote on changes

61.3.2 Procedures for Traffic Control and Direction

This directive outlines the responsibilities of the Police Department to foster the efficient and expeditious movements of traffic within the community. This is accomplished through police intervention at the location of the identified problem areas and through an ongoing program of

monitoring the status of traffic flow through the city. Success in this regard not only results in the maintenance of an orderly flow of traffic, but provides for the increased safety of roadway users.

A. Traffic Accidents

Traffic accidents generally create the need for temporary traffic direction. Officers provide traffic direction

1. To restore partial or complete traffic flow
2. Provide preservation of the evidence
3. Provide safety to victims, witnesses, rescue, clean-up personnel and other roadway users.
4. To allow for the approach and departure of assisting service vehicles. Allows efficient and effective scene management providing less inconvenience to motorist.

B. Uniform Hand and Whistle signals

1. The officer will at no time direct a vehicle to proceed until he/she is confident all other traffic has stopped at his/her direction and the vehicle can proceed in a safe manner.
2. Hand gestures allow for communication between officers and operators to affect orderly traffic flow. To provide for good communication the following hand signals should be used:
 - a. Stop is indicated by an arm extended toward the vehicle with the fingers pointing up allowing the palm to face the operator.
 - b. Straight traffic flow is indicated by the officer bending the extended arm at the elbow allowing the hand to move inward to the body.
 - c. Turns are indicated by the officer by pointing to the operator bending the extended arm toward the body then extending the arm left or right to show the desired direction of travel. If directing a line of vehicles in the same direction the officer need not point and direct each car in the turning lane to continue traffic flow.
 - d. When directing multiple traffic lanes the officer must take steps to ensure that each lane of traffic understands the desired action. This is accomplished by pointing to each vehicle and attempting eye contact with the operator prior to directing movement. Direction of multiple lanes will

often require more than one (1) officer, communication between officers is vital to avoid further congestion or possibly accidents.

3. Hand gestures will be enhanced by the use of a traffic whistle. Whistle indications will be:
 - a. One (1) long blast to be supported by the hand signal to stop.
 - b. Two (2) short blasts to be supported by the hand signal to go or turn.

C. Fire Scenes

The Hattiesburg Police Department shall assist the Fire Department at the scene of any fire where traffic direction and control may be required. The responsibility for the police relating to traffic direction at fire scenes include:

1. Establishing a perimeter or line beyond which no unauthorized vehicles or pedestrians may cross.
2. Closing down streets and/or rerouting traffic around the fire scene.
3. Control of bystanders and spectators.
4. Provide other assistance consistent with the need of public safety or other requirements established by the AOM.

D. Adverse Road and Weather Conditions

1. Although traffic direction and control under adverse road and weather conditions requires officers to consider most of the same issues and concerns that are applicable under normal road and weather conditions, it is critical that they also take into account the following depending upon the type of adverse condition.
2. In the case of fog, rain, snow, ice, smoke, or other conditions, concerns over the safety of the officer and other highway users is greatly heightened.
 - a. Officers shall make themselves as visible as possible through the use of reflective clothing and gear.
 - b. Much greater warning must be provided to motorist if an impending hazard or obstruction is ahead. This may be accomplished through the use of lights, barricades, cones or other warning and traffic devices.
 - c. Officers may make use of other resources as is necessary. These resources may include such things as requesting assistance from the Department of Traffic Control, City Barn or the Fire Department.

- d. The officer may use a police vehicle to provide lighting or make use of the emergency lights to warn oncoming traffic.

E. Manual operation of traffic control devices

Mechanical traffic control devices should not be operated by Officers.

F. Temporary traffic control devices may be used in the event of but not limited to, the following:

1. If the original traffic control device is defective
2. To reroute traffic for a special event.
3. When road repair warrants traffic reroutes or warnings
4. Fire scene protection
5. Acts of nature that would warrant traffic redirection.

G. Uniform Requirements for Traffic Direction

Any personnel directing traffic, or in the roadway controlling traffic SHALL WEAR REFLECTIVE CLOTHING.

H. Criteria for Manual Direction of Traffic

1. Although the highways and intersections of the City of Hattiesburg are engineered so as to provide for the efficient and effective movement of the traffic under normal conditions without the intervention of police personnel, officers are encouraged to manually take charge of any situation where circumstances have resulted in traffic problems that can be corrected by manual traffic control.
2. Permanent ongoing manual traffic direction assignments at specific days and times may be made by the Traffic Division Commander after consideration of:
 - a. Traffic volume
 - b. Number of pedestrians present
 - c. Duration of congestion
 - d. Presence or absence of traffic control devices

3. Manual traffic direction should not be performed by officers when use of a control signal will alleviate the problem.

I. Special Circumstances Requiring Manual Traffic Direction

1. A variety of public events may require special accommodations to be made for parking and traffic flow. These events include such things as road races, parades, sporting events and other events that attract an abnormally high number of people into a given area.
2. Although the nature and extent of the traffic direction and control required by the police will vary depending on the type of event, the superior officer preparing for these events shall consider the following as appropriate:
 - a. Ingress and egress of vehicles and pedestrians
 - b. Provisions for parking
 - c. Spectator control
 - d. Public transportation
 - e. Provisions for relief of officers assigned to fixed points for extended periods of time
 - f. Alternate routes for through traffic
 - g. Provisions for the news media
 - h. Temporary traffic controls and parking prohibitions
 - i. Emergency vehicle access

J. Highway Construction

Manual traffic direction and control is not necessary in every instance of highway construction. The use of officers to direct traffic in these situations is dependent upon the nature and scope of the work being conducted on the roadway as well as the nature of the roadway itself.

61.3.3 Escort Services

The purpose of this section is to establish guidance for providing Law Enforcement Escort and Relay services under both scheduled and emergency situations. The department routinely receives requests to escort various types of vehicles to a specific location or to expedite travel through the jurisdiction both in emergency and non-emergency situations. Similar requests may

be received to transport (relay) various items and/or persons. These requests must be carefully evaluated to insure proper use of limited Departmental resources so that basic enforcement goals and Objectives are not jeopardized. The benefits and risks of providing law enforcement escort/relay services vary substantially with the nature and purpose of the service. In some cases, the risks of a potential escort are so severe that the service must be denied under all but the direst circumstances. In most cases, the service can almost always be provided. The decision to provide escort and relay service is never taken without due deliberation of all pertinent factors. The Department recognizes that there are legitimate requests for police escort/relay services to ensure the safe, orderly and/or efficient movement of special traffic or expedite delivery of special items. The Department will continue to honor such requests that are practical and consistent, with the need to insure that the act of escorting/relaying itself does not create unacceptable risk to the public.

A. Money Escorts

Officers shall complete money escorts for businesses as dispatched.

1. The telecommunicator and dispatch officers shall communicate using established "10" codes avoiding route or mission identification.
2. When executing a money escort, the officer shall follow the vehicle containing the money. The money shall never be transported by the officer in the police vehicle.
3. The officer shall be alert for any suspicious or unusual activity at the business, along the route or destination.

B. Special Escort Services

1. Legitimate requests for police escort services include but are not limited to the following:
 - a. Funerals
 - b. Motorcades
 - c. Oversized vehicles
 - d. Highway construction and maintenance vehicles with hazardous or unusual cargo
2. When the Department elects to honor the request for scheduled escort service:
 - a. The route will be determined in advance and when necessary traffic engineering and maintenance will be contacted for assistance.

- b. The speed to be maintained will be determined in advance or controlled by the lead Officer.
- c. Traffic control will be established, as appropriate, at locations along the scheduled route, sufficient to ensure safe passage.
- d. Tactical control of the escort will be assigned to a specific team or other officer, IAW the complexity of the escort service being provided. The assigned member will set the pace of the escort IAW prevailing conditions, and will terminate the escort when in his opinion conditions are such that continuation would constitute unacceptable risk to the public.
- e. The use of police vehicle emergency equipment for these escorts will be visual (Blue Lights) during the junket and supplemented by audio (horn/siren) as needed 'to advise others of the approaching escort.

C. Emergency Escorts and Relay

- 1. Emergency vehicles shall not be escorted by officers except under special exigent circumstances. Two (2) emergency vehicles traveling together increase the hazard.
- 2. Officers shall not escort civilian vehicles in medical: or other emergencies. Officers shall offer to provide for EMS response and discourage transport by private vehicle.

61.3.4 Use of Roadside Safety Checkpoints and Roadblocks

Checkpoints have proven their usefulness in DUI apprehension, maintaining compliance with a variety of State and local Laws, apprehending fugitives, seizure of drugs and other items of evidence. Safety checkpoints or Roadblocks shall not be implemented without supervisory approval. For the purpose of this section a roadblock occurs anytime normal traffic flow (vehicular or pedestrian) is interrupted for the purpose of determining identification or criminal activity.

A. Checkpoint Site selection

- 1. Assure the safety of the general public and law enforcement officers with a minimal amount of intrusion or motorist inconvenience.
- 2. Permit the safe flow of traffic.
 - a. Positioning of vehicles will be such that the orderly flow of traffic, in so far as possible, is maintained. Traffic volume, visibility, speed and stopping distance shall be considered.

- b. Ensure sufficient adjoining space is available to drive vehicles off the traveled portions of the roadway.
 - c. The site should have maximum visibility from each direction and sufficient illumination for the safety of both the motorist and officers. If permanent lighting is unavailable, ensure that portable lighting is provided.
 - d. Provide for the removal of vehicles to a predetermined off-street area when further investigation is required. Permission shall be obtained by a supervisor or his designee from the owner of any private parking area used for the purpose of follow-up investigations, prior to the beginning of the operation.
- 3. When selecting a location, the planner should take into consideration the terrain to include both natural and manmade obstructions, such as hills, curves, bridges and etc. along with the type, location and use of warning devices.

B. Checkpoint Motorist Warning and Safety Methods

- 1. The visibility of uniformed officers and their marked vehicles makes the police presence obvious. Officers shall be in uniform and wear reflective traffic vest.
- 2. Basic equipment may include, but is not limited to:
 - a. Warning signs placed in advance of the selected site. (available from the State Highway Dept.)
 - b. Safety traffic cones, barricades or similar devices (available from Traffic Control)
 - c. Permanent (street lights) and/or portable (flash lights, spot lights, etc.) lighting
 - d. Marked patrol vehicles, with "Blue Lights" activated
- 3. Officers stopping vehicles should avoid walking car to car. Officers should remain stationary and allow the vehicles to approach them, insuring that unusual delays are avoided as a result of cars being checked more than once. Due to the increased traffic in the area, the danger exists that the officers could be injured by vehicles if they move to and from different areas.

C. Checkpoint Operational Plan

- 1. Officer assignments should be based on experience and training. A supervisor (with the rank of sergeant or above) shall be identified as the on-site supervisor.

2. The location will be staffed by a sufficient number of uniformed personnel to assure a safe and efficient operation. This is determined by variables such as duration, location, time of day, purpose and type. A minimum of four (4) officers are needed to safely control traffic and provide officer safety, under no circumstances should one officer attempt a safety checkpoint or roadblock.
3. The supervisor shall hold a briefing of personnel prior to each preplanned operation and shall brief all personnel on its purpose and operation which shall include required guidelines, procedural information and designated assignments. A check shall be made for function and availability of safety equipment. The briefing may also specify dialogue and educational material if any, to be used by personnel.
4. Officers shall answer any brief questions of the operator and/or occupants and may at this time hand out educational pamphlets.
5. Use of the transport van should be arranged when the number of arrest are expected to be greater, than can be handled by normal transportation methods.
6. The supervisor may request the assistance of the Hattiesburg Police K-9 units.
7. Enforcement action to be taken by the checkpoint officer for violations may include:
 - a. A verbal warning
 - b. A written warning
 - c. The issuance of a Uniform Traffic Citation
 - d. The issuance of a Post Arrest Release Form
 - e. Custodial arrest based on probable cause
8. The officer will have all pertinent equipment to perform assigned task. This will vary depending on operational variables and orders to include hat, flashlight, traffic vest, citation and arrest forms, and/or rain gear.
9. A motorist may choose avoidance. Experience has shown that this is seldom done to avoid traffic congestion. This understandably leads to suspicion on the part of the officer(s), no stop shall be made unless the turn was illegally made, another violation is observed or probable cause exists to take action.
10. To avoid any hint of discrimination, entrapment, or etc. and create a sense of "fair play", every vehicle will be given the same initial inspection. Vehicles, operators

or occupants will only be singled out after the initial investigation yields an observed or discovered violation or reasonable suspicion is raised by sight, sound or odor to continue the investigation.

D. Criminal Apprehension Roadblocks

1. Roadblocks are necessary at certain times to apprehend persons fleeing from the scene of a crime or attempting to evade arrest.
2. The type and strategic placement of roadblocks must be determined in the planning stage. Many factors must be considered:
 - a. Number of officers available
 - b. Seriousness of the crime
 - c. Information and descriptions of suspects, vehicles, and etc.
 - d. Elapsed time between the criminal act and its discovery.
 - e. Location of the crime and possible roadblock.
3. Officers in a roadblock situation make for an easy target to criminals that are considered armed or otherwise dangerous. Therefore, under these circumstances officers should select a location from which they can observe traffic flow and when a suspect located, initiate a felony stop.

E. Types of Roadblock

1. Fixed Roadblock - occurs when officers and equipment are deployed at a specified location for the purpose of conducting a "roadblock". This is the most common form of a roadblock and is used for multi-agency or large scale projects as well as small inter-agency check points. Even if the roadblock is to be run in several different locations or at various times it is still considered "fixed".
2. Circle - This system is designed to form a perimeter or offer containment. The locations are determined by available manpower and using the crime scene as a center. The radius of the circle is determined by the estimated time lapse from the occurrence of the crime to establishment of the roadblocks. The road does not have to be physically blocked. To offer the best deployment of manpower officers may be assigned perimeter observation points or patrol duties inside the perimeter.
3. Rolling - Rolling road blocks are not defined in this text and are not performed in any form by the Hattiesburg police Department.

F. Report and Statistics

1. All checkpoints will be logged in CAD as Administrative Detail (10-39) in order to provide for a reference in the collection of data.
2. Each Officer-in-Charge of a checkpoint is responsible for the preparation of the report. This report should include the reason for the action and a listing of the results.
3. A copy of this report shall be forwarded to the Traffic Division where the data is to be maintained both as an individual event and a quantitative history.

61.4 ANCILLARY SERVICES

61.4.1 Ancillary Motorist Services

The purpose of this section is to establish policy for the delivery of many diverse traffic related ancillary services provided by the Department. These services are basically activities having an indirect affect on traffic flow as well as those that are in response to citizen generated requests for assistance.

Often, the public relies upon the police for assistance and advice in the many routine and emergency situations which can and do develop in an urban society. The police regularly respond to incidents where an arrest or other enforcement action is not contemplated. Officers should employ diligent patrol practices so as to be able to locate and identify motorist or roadway problems.

A. Motorist Services

1. The Department will offer reasonable assistance to the motorist in need of aid.
2. Except when in the act of apprehending suspects, answering calls for service or assignments, officers shall stop and offer their services to those who appear to be in need of assistance.
3. Not all motorists are stranded because of mechanical failure. Officers who assist stranded motorists are advised to remain alert for the following possibilities:
 - a. The vehicle in the possession of the motorist has not been authorized for his/her use.
 - b. The vehicle is in unsafe operating condition.
 - c. The motorist is unlicensed to drive.
 - d. The motorist is incapable of safely operating a vehicle.

- e. The vehicle's occupants have engaged in criminal activity.
- 4. Officers shall not use their patrol vehicles to:
 - a. Push or pull any vehicle for the purpose of starting it.
 - b. Push, pull or tow the vehicle.
- 5. For their protection Officers may transport stranded motorists to the nearest convenient location where assistance may be obtained. Officers should be certain that assistance is available before returning to service to avoid a continuation of the problem. Prior approval for the transport must be obtained from a supervisor.
- 6. Officers shall provide information and directions upon request and should be familiar with the streets, highways, services, facilities and attractions in the area. If information is unknown to the officer an effort should be made to obtain it for the person.

B. Use of Emergency Equipment

When providing assistance to stranded motorists, officers shall make use of emergency equipment (Blue Lights) to ensure the safety of the officer and the motorist. If at dusk or during night hours, spotlights can be utilized to illuminate the surrounding area.

C. Wrecker and Repair Service

- 1. Whenever a highway user requires a wrecker, roadside service or repair, the officer shall refrain from recommending a particular service. An inquiry should be made of the person desiring such service for the name of the desired wrecker/service company. If the person states no preference, the officer shall request the next wrecker on the list that is able to provide the appropriate type of service. In some cases, the motorist may have no preference other than requesting that the wrecker be associated with a motorist association such as AAA. In these cases, the officer shall request the next wrecker on the rotation list that is associated with the particular organization.
- 2. Officers shall report to their immediate supervisor the name of any service agency or individual who either renders poor service or is incapable of providing the appropriate service requested because of inadequate equipment or personnel. Officers shall also report to their immediate supervisor any wrecker service that is unable to respond in a reasonable amount of time.
- 3. All wrecker services/companies on the rotation list shall meet requirements as outlined in the City Code of Ordinances (Chapter 18, Article III Section 18-26 through 18-48)

D. Motor Vehicle Lockout

The Department does not provide a motor vehicle lockout service. Motorist requesting assistance will be referred to one of the several locksmith companies or lockout service in the area. The officer may request that the Communication Division place the call for service or provide the motorist access to a phone.

E. Emergency Assistance

To the stranded motorist the circumstances surrounding the event may have the effect of creating a sense of emergency. The "True" emergency exists when there is a realistic threat of the loss of life or serious injury. Whenever an officer because of training or experience believes that a true emergency exist, the communications Division will be advised to contact the appropriate medical, fire/rescue or other response. The officer's primary concern is the safety of persons and the preservation of the scene. Aid or other services shall be provided relative to the officer's training and expertise.

61.4.2 Correcting/Reporting Hazardous Highway Conditions

- A. The following guidelines are established for identifying, reporting and correcting hazardous roadway conditions. Roadway and roadside hazards are contributing factors in many accidents.
- B. Hazardous highway and/or environmental conditions shall include, but are not limited to the following:
1. Defects in the roadway itself (holes, ruts or dangerous shoulders)
 2. Lack of, or defects in, highway safety features (stripping, reflectors, guardrails)
 3. Lack of, improper, damaged, destroyed or visually obstructed traffic control and informative signs
 4. Lack of properly located or malfunctioning mechanical traffic control devices
 5. Lack of or defective roadway lighting systems
 6. Natural or manmade obstructions (fallen trees, litter, parts of vehicles)
 7. Debris on the roadway
 8. Ice or snow accumulations on roadway surfaces
 9. Fire and its attendant, smoke in the area adjacent to the highway

10. Vehicles parked or abandoned on or near the roadway

- C. The term "roadside hazard" shall refer to all physical features of the roadside environment which are such that a vehicle leaving the road surface for any reason, even momentarily, can impact with them resulting in unnecessary damage to people and property. Roadside hazards include, but are not limited to the following:
1. Guardrails which may spear a vehicle
 2. Unshielded bridge railings that may not be able to retain an impacting vehicle
 3. Trees, ditches, inappropriately steep banks and other fixed objects and features of the roadside environment into which a vehicle might crash instead of being able to come to a stop in a clear distance.
- D. The following procedures will be used in identifying, reporting and correcting hazardous highway or environmental conditions:
1. When a hazard is identified and in the officers opinion such a hazard requires immediate correction (such as an electrical wire across the roadway), he/she shall immediately inform the telecommunicator of the situation, identifying assistance or special equipment required. The officer will protect the scene and bystanders and direct traffic or take any other action deemed necessary to control the situation.
 2. When a hazard is detected that represents a potential accident situation, but the threat of such is not imminent, the officer shall inform the Communications section of the hazard which shall in turn notify the proper controlling authority.

61.4.3 Handling, Maintaining Records, and Removal of Abandoned Vehicles

- A. Anytime an officer discovers a vehicle along the roadway that has been apparently abandoned due to mechanical failure or other reasons, he/she shall determine if the vehicle location presents a hazard to other persons or motorist.
- B. If the vehicle is legally parked and poses no hazard, then no further immediate action is necessary provided the officer is satisfied that the vehicle is not stolen and the owner is aware of its presence.
- C. If the vehicle is illegally parked or presents a safety hazard, then the officers shall:
1. Take immediate, temporary steps to insure the safety of the other roadway users.
 2. Attempt to have the owner of the vehicle contacted to make arrangements to move the vehicle.

3. Check the status of the vehicle to insure it has not been stolen.
4. If the owner of the vehicle or other person responsible for the vehicle cannot be located or will not take steps to satisfactorily eliminate the traffic hazard, then the vehicle may be towed by a wrecker with a supervisor's approval.

D. Abandoned Vehicles

1. City Code-Section 16-31-Abandonment of vehicles prohibited states: No person shall abandon any vehicle within the city and no person shall leave any vehicle at any place within the city for such a time and under circumstances as to cause such vehicle reasonably to appear to have been abandoned. (Ord. 1784 Sec 2, 2-21-73)
2. City Code-Section 16-32-Leaving of wrecked, nonoperating vehicles on street states: No person shall leave any partially dismantled, nonoperating, wrecked, or junked vehicle on any street or highway within the city. (ord. 1784, Sec 3, 2-21-73)
3. City Code-Section 16-33-Disposition of wrecked or discarded vehicles states:

No person in charge or control of any property within the city, whether as owner, tenant, occupant, lessee, or otherwise, shall allow any partially dismantled, nonoperating, wrecked, junked, or discarded, vehicle to remain on such property longer than seventy-two (72) hours; and no person shall leave any such vehicle on any property within the city for a longer time than twenty-four (24) hours; except that this article shall not apply with regard to a vehicle in an enclosed building; or a vehicle in an appropriate storage place or depository maintained in lawful place and manner by the city. (Ord. 2448, sec.1, 5-18-93; Ord 1784, sec.4, 2-21-73)
4. City Code-Section 16-34-Impounding states:

The Chief of Police or any member of his department designated by him is hereby authorized to remove or have removed any vehicle left at any place within the city which reasonably appears to be in violation of this article or lost, stolen, or unclaimed. Such vehicle shall be impounded until lawfully claimed or disposed of in accordance with sections 63-23-5 et. seq., 63-23-5, 21-39-21, of the Mississippi Code of 1972, Annotated as amended. (Ord. 1784, sec.5, 2-21-73)

E. All vehicles towed at the direction of an officer shall be logged with dispatch and such towing shall have the following information listed by the dispatcher:

1. The vehicle type, color, tag or VIN
2. The towing service used and the wrecker ID number picking it up
3. The reason for towing and any Incident number pertaining to towing

4. Any other information needed to further explain towing

61.4.4 Traffic Safety Educational Materials

Educational materials are made available to the public through the Traffic Division of the Police Department. Individual officers may disperse these materials as a matter of assignment or through a group effort such as a roadblock or community service project. These materials shall also be provided to the public by display in the lobby of the Police Department.

CHAPTER 100
OPERATION OF DEPARTMENT VEHICLES

DISCUSSION: To purchase and maintain vehicles is a substantial expense for the citizens of our community. Vehicles are essential for effective police work, the expense is ever increasing which mandates that the police vehicles are properly maintained and effectively operated.

100.1 AUTHORITY AND RESPONSIBILITY FOR VEHICLES

100.1.1 Authority

- A. No person shall operate a Department vehicle of any kind unless he/she has a valid license to operate such vehicle.
- B. No person shall operate a Department vehicle without receiving orders or permission from a superior or officer entitled to give such orders or permission.
- C. No person shall be permitted to ride as a passenger in any Department vehicle except when necessary the proper performance of police duty, or permission has been obtained from the appropriate Division Captain. If approved, a release form must be completed and presented to the proper supervisor.
- D. Marked vehicles are assigned for use by sworn personnel below the rank of captain. Unmarked vehicles are utilized by investigators and administration (captains and above). Vehicles used by or assigned to civilians shall be marked with "City of Hattiesburg".

100.1.2 Operator Responsibility

Any member of the Hattiesburg Police Department who is assigned to operate a Department vehicle shall be responsible for;

- A. Inspection of the vehicle prior to operation.
- B. Reporting damage and maintenance to the proper supervisor and/or fleet maintenance.
- C. Insure that the interior is clean and free from instruments that may be used by a subject in custody to inflict injury or effect escape as well as other unauthorized articles or items.
- D. Marked police units assigned to patrol shall be serviced on Day Shift at the City Service Center. [fluid levels, air pressure, wash, vacuum and noted maintenance problems]
- E. Individuals assigned a vehicle are responsible for keeping that vehicle washed, cleaned

and reporting maintenance problems.

- F. Reporting accidents IAW department procedures.
- G. Operating the vehicle IAW Department policy and Traffic Laws.
- H. Maintaining a current Mississippi Operators License.

100.1.3 Department Responsibility

The Department recognizes that it shares responsibility in the operation of Department vehicles, therefore the Department shall:

- A. Provide for maintenance and repair of Department vehicles.
- B. Provide training to operators designed to enhance driving skills and techniques.
- C. Provide policy directives on the use of these vehicles.
- D. Provide for safety/emergency equipment with regard to the function of the vehicle. [i.e. lights, siren, markings, occupant restraints, safety barriers and other equipment.]

100.2 ROUTINE OPERATION

100.2.1 Safety

- A. The driver/operator of any department vehicle shall operate such vehicle in a reasonable and safe manner exercising due caution and judgment and at no time driving in a manner that would be considered careless or reckless.
- B. All operators and passengers of Department vehicles shall wear available lap belts and shoulder harness safety equipment.
- C. Department vehicles shall be operated in compliance with Department Policy, Motor Vehicle Laws and other traffic regulations.
- D. In the daily performance of duty, police Officers may have cause to park in, block or redirect traffic and/or perform other maneuvers to accomplish their mission. Safety devices such as Parking Lights, Hazard Lights or Blue Lights should be used to alert the public in situations such as:
 - 1. Roadblocks/Traffic Control,
 - 2. Escorts,
 - 3. Traffic Stops or

4. As a warning of possible Hazards.

100.2.2 Maintenance

- A. No department vehicle shall be operated when there is evidence of an apparent mechanical defect.
- B. If there is any question about the advisability of operating a Department vehicle the operator will notify the proper supervisor and/or Fleet Maintenance. If the supervisor questions the serviceability of the vehicle, it may be temporarily taken out of service. The Fleet Maintenance Mechanic shall make the decisions concerning the repairs and operational status of the vehicle.
- C. Marked Units shall be checked daily and report to the service center for maintenance. [Monday - Friday]
- D. Assigned Units shall report to the Service Center as needed IAW maintenance procedures for that vehicle type and assignment. Assigned Units shall be held to the same readiness and appearance standard as Marked Units.
- E. Oil shall be changed at 3,000 miles on marked vehicles or every three months and 5,000 miles on administrative/unmarked vehicles. Transmissions shall be serviced at 30,000 miles on marked vehicles and 50,000 miles on assigned vehicles. New fuel filters every 15,000 miles.
- F. No equipment or articles, including decals, emblems, bumper stickers or etc., shall be attached to any Department vehicle unless approved by the operations Bureau Commander.

100.2.3 Towing and Jump Starting

- A. No person shall use a Department vehicle for the purpose of pushing another vehicle.
- B. No Department vehicle shall be used to tow another vehicle.
- C. If a Department vehicle requires towing, it shall be towed to the Service Center by an authorized wrecker and secured inside the building or compound, unless otherwise directed by a supervisor.
- D. When jump starting a Department vehicle, operators will insure that all electrical systems [lights, sirens, radios, etc.] are turned off prior to connecting the jumper cables.
- E. When jump starting non-Department vehicles, a SUPERVISOR must first approve such action. All electrical systems in the Department vehicle shall be turned off prior to connecting the jumper cables. All other policies and procedures are to be followed

IAW "Ancillary Motorist Service"

100.2.4 Parking of Department Vehicles

- A. Department vehicles shall be LEGALLY parked except in cases where an emergency situation or response to a call for service requires otherwise. In these cases officers should consider traffic / visibility factors and use the appropriate safety devices.
- B. The operator shall lock the ignition / doors and remove the key from the vehicle when leaving the vehicle out of sight and unattended.

100.2.5 Places of Operation

- A. No employee shall operate any Departmental vehicle outside the limits of the City of Hattiesburg unless:
 - 1. Authorized by the Supervisor, Division Head or Bureau Commander.
 - 2. Authorized by assignment.
 - 3. Stop of a subject for a violation occurring inside of this jurisdiction.
 - 4. Pursuit [SEE PURSUIT POLICY]
 - 5. Necessity of routing in response to a call for service.
- B. For extended periods, the supervisor shall notify the Division Head. The Division Head shall notify the Bureau Commander; identifying the vehicle, operator, destination and the reason such vehicle was operated outside the City of Hattiesburg.

100.3 EMERGENCY OPERATION

The Hattiesburg Police Department places a great deal of responsibility on the operators of Department vehicles responding to any emergency call. Not only must emergency drivers provide prompt conveyance of equipment and personnel to provide service to that in need, but as importantly, must accomplish this task in the safest and most prudent manner possible. Safe arrival at the scene (emergency and non-emergency) shall be, and must always remain, the first priority of all emergency vehicle operators.

100.3.1 Definitions:

- A. Emergency: A situation in which there is a high probability of death or serious injury to one or more persons. (See Chapter 112 DISCUSSION)
- B. Due Regard: The process of proceeding or acting in a manner that removes as much danger from a situation as possible by placing the safety of others first.

- C. Right-of-Way: The privilege of the immediate use of the highway.
- D. Authorized Emergency Vehicles: Only those vehicles that are equipped with both blue warning lights and siren are designated as "Authorized Emergency Vehicles".
- E. Operator: The individual normally associated with controlling the vehicles actions. Only Sworn Police Officers may serve as the operator of "Authorized Emergency Vehicles" when responding to an emergency.

100.3.2 Emergency Vehicle Statutes

The "letter" of the law often determines the operational policies; this is especially true of law enforcement agencies. The following statutes affect the operation of emergency vehicles and constitute the basic policy of the Hattiesburg Police Department. Not all of the following statutes are quoted in their entirety.

A. MS Code 63-3-205

"No driver of any authorized emergency vehicle shall assume any special privilege under this chapter except when such vehicle is operated in response to an emergency call or in the immediate pursuit of an actual or suspected violator of the law."

B. MS Code 63-3-315

"The driver of any authorized emergency vehicle when responding to an emergency call upon approaching a red or stop signal or any stop sign shall slow down as necessary for safety but may proceed cautiously past such red or stop sign or signal. At other times drivers of authorized emergency vehicles shall stop in obedience to a stop sign or signal."

C. MS Code 63-3-517

"The speed limitations set forth in this article shall not apply to authorized emergency vehicles when responding to emergency calls and the drivers thereof sound audible signal by bell, siren, or exhaust whistle. This section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the say of all persons using the street, nor shall it protect the driver of any such vehicle from the consequence of a reckless disregard of the safety of others."

D. MS Code 63-3-809

"(1) Upon the immediate approach of an authorized emergency vehicle, when the driver is giving audible signal by siren, exhaust whistle, or bell, the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to , and as close as possible to, the right-hand edge or curb of the highway clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle has passed except when

otherwise directed by a police officer. (2) This section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway."

E. MS Code 63-7-19

"Only police vehicles used for emergency work may be marked with blinking, oscillating or rotating blue lights to warn other vehicles to yield right-of-way."

F. MS Code 63-7-65

"(2) Any authorized emergency vehicle may be equipped with a siren, whistle, or bell capable of emitting sound audible under normal conditions from a distance of not less five hundred (500) feet and of a type approved by the department. No such siren shall be used except when such vehicle is operated in response to an emergency call or in the immediate pursuit of an actual or suspected violator of the law, in which said latter events the driver of such vehicle shall sound such siren when necessary to warn pedestrians and other drivers of the approach thereof.

100.3.3 Use of Emergency Equipment

Statutory Law is not always clear, decisive or easily interpreted as evidenced by the abundance of civil litigation cases. Often these cases in themselves offer no clear guidance in formulating policy. In an effort to render emergency response that is both timely and provides for the safety of all individuals the Hattiesburg Police Department furnishes policy guidelines that clarify and/or are more restrictive than case and statutory law.

- A. Emergency equipment with regard to emergency response vehicles is most often defined as various types and colors of lights along with bells, whistles and sirens operated alone or in some combination. With respect to the Hattiesburg Police Department, emergency equipment shall refer to those blue *lights* and siren/horn that is attached to the vehicle to warn the public of an emergency response.
- B. The State Code often only refers to or requires the use of a siren. To avoid confusion and provide for safety; the emergency equipment (both blue lights and siren) is to be activated any time that an emergency response is indicated by call classification or situation.
- C. There is a certain relief offered to the party requesting assistance in an emergency upon hearing and/or seeing the arrival of emergency units. While this is especially true for fire and ambulance it must be realized that in some situations preannouncement of police arrival may compromise the safety of the officers and/or others. In these events officers may deactivate the emergency equipment once in the area of the emergency and proceed to the scene with extreme caution. While it is not possible to provide for every situation examples of this type of call include but are not limited to:

1. Alarm Calls
2. Burglary/Robbery in Progress
3. Bank/Hold-up
4. Unknown Trouble

100.3.4 Right-of Way

Civilian vehicle operators may not react in the manner in which is expected or felt appropriate. An attempt should be made to have options available when passing or overtaking vehicles. If another vehicle operator fails to yield the right of way to an emergency vehicle, the emergency vehicle driver can not force the right of way, nor assume the right of way.

100.3.5 Intersections

- A. Extreme care should be taken when approaching any intersection. Intersections are the locations where a large percentage of major accidents involving emergency vehicles occur.
- B. Any intersection that does not offer a control device [stop/yield sign or signal] in the direction of travel of the emergency vehicle or where a traffic control signal is green upon the approach of the emergency vehicle all emergency vehicle operators should:
 1. Scan the intersection for possible hazards observing traffic in all four directions
 2. Slow down and drive defensively.
- C. Approaching any intersection controlled by a stop sign, yellow or red light the operator shall:
 1. Scan the intersection for possible hazards as well as driver options.
 2. Not rely on warning devices to clear the intersection.
 3. Come to a complete stop.
 4. Visually insure right of way before proceeding.

100.3.6 Speed Requirements

- A. In the course of performing his job, the Police Officer is frequently exposed to psychological inducements or pressures to rush to the scene of a call or incident. It is important for Officers to keep in mind that very little time is saved by trying to drive at an excessive rate of speed.

- B. High rates of speed minimize the effectiveness of emergency equipment; reduce reaction time and effective field of vision, increases stopping distance and the severity of an accident.
- C. When responding to emergency calls for service the driver of a Police Vehicle shall respond with the appropriate safety/warning devices in operation? Due regard shall be given to all factors such as:
 - 1. Road Conditions
 - 2. Traffic Conditions
 - 3. Weather Conditions (Fog/Rain/etc)
 - 4. Location (residential/business)
 - 5. Time of Day
 - 6. Type of Call and History (if known)
 - 7. Operator Ability
 - 8. The best interest and safety of the Citizens of Hattiesburg

100.4 DEPARTMENT VEHICLE ACCIDENTS

100.4.1 Minor Accidents

- A. An accident is considered minor when:
 - 1. There is light property damage only
 - 2. No injuries or complaint of injury
- B. Major accidents consist of the following:
 - 1. A pedestrian is involved
 - 2. Heavy property damage
 - 3. Injury or complaint of injury
 - 4. Fatality

100.4.2 Notification

- A. The appropriate supervisor and the designated city safety coordinator will be notified.
- B. The supervisor will:
 - 1. Investigate the incident and complete an accident report.
 - 2. The supervisor shall complete the Supervisor's Accident-Incident-Personal Injury Report. This report is attached to the accident report (Ms Form SR-3) copied and distributed to their Division Head, Operations Bureau Commander, Traffic Committee and the Safety Coordinator.
 - 3. Ensure the employee submits to a Breathalyzer test and any other required drug screening.
- C. A qualified department Accident Reconstructionist will be summoned to the scene to over see the accident investigation.
 - 1. Of a major accident
 - 2. Anytime the on-scene supervisor deems necessary, or
 - 3. Anytime the Safety Coordinator deems necessary
- D. The Reconstructionist shall be in charge of the accident scene and:
 - 1. Provide for a thorough and complete investigation.
 - 2. Collect data and evidence to be used to prepare a report which shall set forth the details and reasons of the accident.

100.4.3 Review and Recommendation

- A. A traffic Committee shall be appointed by the Chief of Police and be composed of officers of varying rank and experience. The committee will review accidents involving Department vehicles and forward recommendations to the Chief of Police.
- B. The Traffic Committee shall complete a review of the accident and submit to the Chief one of the following recommendations:
 - 1. Non-chargeable
 - 2. Chargeable
- C. It shall be the responsibility of the Chief of Police to make a determination regarding any disciplinary and/or corrective action.

- D. Internal Affairs will provide for cataloging and filing of cases.

100.4.4 Accidents Outside the City of Hattiesburg

- A. If a Department Vehicle is involved in an accident outside the City of Hattiesburg the operator shall:
 - 1. Insure that the police agency that has jurisdiction in the area that the accident occurred is contacted for an investigation and report.
 - 2. Take all due care to protect the accident scene and not move the vehicle unless absolutely necessary.
 - 3. Contact the on duty supervisor or administrators.
- B. The Safety Coordinator shall be notified by the supervisor or administrator.
- C. The Operations Bureau Commander shall determine whether an accident investigator / Reconstructionist from this Department will be sent to the scene of the accident to conduct an investigation.
- D. Complete the proper reports IAW policies outlined above with regard to minor or major accident.

100.5 SPECIAL PURPOSE VEHICLES

100.5.1 Definition

A special purpose vehicle is any motorized vehicle owned by the Department, other than the standard marked or unmarked Police vehicles. Operators must have either an endorsement or a License that allows specific operation of that vehicle if required under State Law.

100.5.2 Authority

The Chief of Police is the final authority on the operation, deployment and/or other policies concerning the use of Special Purpose Vehicles.

100.5.3 Motorcycles

- A. The department motorcycles shall only be operated by
 - 1. The officer assigned to that unit under the following conditions:
 - a. Successful completion of a forty (40) hour Police Motorcycle Rider Orientation Course and

- b. has Maintained those skills evidenced by semi-annual evaluation of a qualified Motorcycle Rider Instructor.
- 2. The mechanic assigned to effect repairs.
- 3. Under the direction and authority of the Traffic Division Head.
- B. This vehicle shall be operated in compliance with all legal requirements applicable to this type of vehicle.
- C. The Traffic Supervisor shall insure that the motorcycle is used only for approved purposes.
- D. The department shall provide a DOT approved helmet and other safety equipment. The operator shall wear the helmet (buckled), eye protection and gloves whenever operating the motorcycle.
- E. No equipment, decals, emblems or any other articles shall be attached or placed on the motorcycle unless approved by the operations Bureau Commander.
- F. Although set up for street use and equipped as an emergency vehicle, it shall NOT be used for pursuits.
- G. Motorcycles shall not be operated during inclement weather as follows:
 - 1. Rain; not to include
 - a. Mist by duration or intensity that does not impair visibility or safety factors.
 - b. Showers by duration or intensity that does not merit changing units.
 - 2. Sleet
 - 3. Snow
 - 4. Dense fog or other low visibility conditions as deemed by the supervisor.
 - 5. Thunderstorms where high wind and/or lightning exist.
 - 6. When the wind chill factor is forecast or drops below 15 degrees Fahrenheit.
 - 7. When the heat index is forecast or rises over 115 degrees Fahrenheit.

8. Anytime the area is under a tornado or hurricane watch or warning.
9. Any weather condition (based on training or experience of the motor supervisor/instructor) deemed impractical to safely operate a motor unit.
10. Weather information is provided by the National Weather Service through civil Defense or the Weather Channel monitored by Communications.

100.5.4 Buses

- A. For mass transportation needs the department utilizes a bus that is assigned to the Warrants Section.
- B. The regular maintenance and serviceability is the responsibility of those supervisors/operators assigned the bus.
- C. The bus shall be operated in compliance with all legal requirements.
- D. The bus shall be used for their primary function unless otherwise authorized by the Operations Bureau Commander. The Warrants Section will utilize the bus for transportation of prisoners to and from Municipal Court.

100.5.6 K-9 Units

- A. K-9 units are equipped with the same basic equipment as patrol units to include light, siren and markings (stripe package).
- B. In addition to the basic package these units will be identified by special markings to alert the public that the vehicle may contain a police dog (K-9).
- C. The vehicle shall be altered so as to safely transport the Police service Dog (PSD) by either replacing the back seat with a flat riding area or a transport box.
- D. As a safety to the public, PSD's are not to be left in an unattended vehicle with the windows down or otherwise open.
- E. Passengers are only allowed as follows:
 1. The passenger is also a PSD handler.
 2. If the passenger is not a handler, then a divider or safety barrier must be in place to separate the PSD from the occupants.
 3. Non-department personnel must be approved through the ride-a-long program.

100.5.7 Bicycles

A. Authority

1. Operation of bicycle patrols shall be limited to officers certified to operate a Police Mountain Bike.
2. Bicycle Patrols shall be used for, but not limited to, low visibility patrol, special events or assignments.
3. Authorization for use of bicycle patrol must be cleared through the operator's Division Commander.

B. Equipment

1. Police Mountain Bicycle with a water bottle and saddle bags.
2. Bicycle helmet
3. Bicycle gloves
4. Detachable bicycle rack for transportation of bicycles.

C. Operations and Responsibility

1. Communications Division shall be advised of any bicycle patrol to include:
 - a. Location (the area of operation)
 - b. Operator
 - c. Back-up
 - d. Duration (beginning and ending time)
2. Each officer shall inspect the bike prior to and after each patrol. Officers are responsible for the overall care of the bicycle.
3. A minimum of one (1) marked police unit shall be in operation in the area of the bicycle patrol to provide for back-up and transportation of prisoners, operator and bike.
4. Repair and maintenance shall be provided by an authorized repair center through warranty or purchase order.
5. Bicycle patrols shall not be conducted during inclement weather as defined by AOM 100.5.3.

100.5.8 Trailers

- A. The Hattiesburg Police Department has two (2) trailers at its disposal. The trailers are acronym NIC for Neighborhood Information Center.
- B. The trailers are authorized to be used in a variety of situations as approved by the Operations Bureau Commander. Generic examples of utilization would include:
 - 1. Mobile command post
 - 2. Press release station
 - 3. Information booth
 - 4. Directed patrol headquarters
 - 5. Portable work center

Specific use is only limited by imagination and Department discretion. Supervisors are encouraged to be resourceful so that this resource is used to its' potential.

- C. Towing and placement of who have indicated that in the towing process. The trailer will be done by individuals they have experience and are comfortable currently the State has no Drivers license restrictions for this activity.
- D. It will be the responsibility of the supervisor requesting the trailer to make sure that it is readied for the assignment. This will include an inspection of the trailer itself and stocking of any materials or equipment and returned in a state of operational readiness.

100.5.9 Towing Vehicle

A vehicle equipped for towing shall be provided for the towing of trailers. This vehicle will be utilized for the towing and placement of the trailers. The vehicle shall be of a design and nature commonly referred to as a truck. This truck may be used for hauling equipment, supplies and other items. The primary use of this vehicle is the towing and support of the trailers and other uses subject to approval by the Operations Bureau Commander.

100.5.10 Crime Scene Unit

The Hattiesburg Police Department is the lead agency in the Metro Crime Scene Unit and has a vehicle dedicated and equipped to respond to and process crime scenes. This vehicle is assigned to Crime Scene Technicians within the Detective Division for use during normal business hours and when subject to call.

CHAPTER 103 PURSUIT DRIVING

DISCUSSION: Pursuit is an active attempt by an on-duty police officer in an authorized emergency vehicle to apprehend one or more occupants of a moving vehicle providing, a reasonable and prudent driver of such vehicle would be aware of the attempt and is avoiding apprehension by maintaining or increasing speed, taking evasive action or otherwise ignoring the officer's attempt to stop him/her.

Society is highly mobile and this, coupled with the natural desire of a law violator to avoid arrest, may often result in situations that suggest the necessity of pursuit contrary to traffic laws and regulative signals.

Patrol Officers are authorized to make an reasonable effort to apprehend a fleeing violator. It is not in the best interest of public safety to advocate a policy that would encourage the dangerous driver, or the fleeing criminal to proceed without the eminent possibility of police intervention. On the other hand pursuits should not be carried to such an extent as to endanger the lives of innocent users of our streets and highways or the officer. As a general rule, pursuit is not recommended or favored where the danger to the officer and the general public outweighs the advantage of apprehending a fleeing suspect. Stated simply, pursuit is inappropriate when the pursuit itself endangers life more than the escape of the pursued. Delayed arrest may be the wiser choice when the person is known and he or she poses no immediate threat to the community.

Each officer must use his discretion in determining whether or not to commence a chase bearing in mind the guideline outlined herein. Many factors should have a bearing on this choice, but some of the major ones are listed:

- A. Road conditions.
- B. Traffic conditions.
- C. Weather conditions.
- D. Time of day.
- E. Type of vehicle involved.
- F. Nature of the offense.
- G. Condition of the police car.
- H. Officer's knowledge of the area.

The decision to pursue is not irrevocable and it is the prudent officer who knows when to discontinue pursuit. It is better to abandon the pursuit when the risk of damage to himself or to the public is high or when weather or road conditions are poor. The experience and common sense of each officer and his knowledge of the area should also guide him in this decision.

When pursuit is undertaken, each officer is responsible for observing the specific procedures that follow.

103.1.1 Initiating the Pursuit

- A. If possible, especially in situations involving traffic violations or misdemeanors, the Police Officer should attempt to avoid a pursuit. Tactical placement of the police unit can often create a psychological feeling of being caught decreasing the perceived opportunity for flight averting a possible pursuit.
 - 1. The officer shall activate the emergency lights.
 - 2. If the foregoing fails to effectuate a stop, a siren may be used.
 - 3. The emergency lights and siren shall remain activated after the pursuit is undertaken.
- B. A continuing pursuit (over a greater distance and for a longer period of time than reasonable in "A") of a motor vehicle is authorized when the officer has reasonable grounds to believe that the operator of the motor vehicle:
 - 1. Is wanted for a felony involving the use or threatened use of force or violence.
 - 2. Has just committed, or is about to commit a felony.
 - 3. Is operating the motor vehicle in such a manner that the public's safety is seriously endangered CLEARLY INDEPENDENT of the pursuit itself.
- C. The continuing pursuit of a motorcycle is only authorized when the officer has reasonable grounds to believe that the operator of the motorcycle:
 - 1. Is wanted for a felony involving the use or threatened use of force or violence.
 - 2. Has just committed, or is about to commit a felony.
- D. The officer who pursues is neither relieved of the duty to drive with "due regard" for the safety of all persons nor protected from the consequences of any reckless disregard for safety.
- E. Pursuits of lengthy duration are extremely hazardous when assistance is not available or when assisting units must drive long distances to provide aid.
- F. The pursuit should be terminated if the offense is a misdemeanor and the identity of the violator is known or can be readily determined.

- G. The pursuit should be terminated if the pursuing officer knows, or has reason to believe that the fleeing vehicle is operated by a juvenile who has committed a misdemeanor or non-violent felony, and that the hazards involved are obviously greater than a juvenile can cope.

103.1.2 Radio Information

- A. Upon commencing pursuit, the officer shall immediately make radio contact with the Communication Section and communicate the following information:
1. Identity of the officer or unit.
 2. Advise that he/she is in pursuit.
 3. The exact location and direction of travel.
 4. Description of the vehicle and/or occupants.
 5. The offense or reason for pursuit.
- B. The telecommunicator shall notify the patrol supervisor immediately upon learning of a pursuit.
- C. Radio contact shall be maintained and the officer shall regularly broadcast the location and direction of travel of the vehicles being pursued. When it is anticipated that the pursuit will enter another jurisdiction, the appropriate agency will be notified, if possible, furnishing all pertinent information.

103.1.3 Use of Vehicles

- A Only marked police vehicles shall be used for continuous pursuit. If the INITIAL pursuit MUST be undertaken by another vehicle, such vehicle shall immediately abandon the pursuit when a marked police vehicle has intercepted and overtaken to continue the pursuit.
- B Only ONE (1) police vehicle shall be directly involved in the pursuit with a secondary unit in a back-up position to relay direction and other information for the primary unit.
1. If other units are dispatched to assist, they shall respond IAW the Departmental guidelines set forth for operation of police vehicles.
 2. Assisting units shall yield the right of way to the pursued and pursuing vehicle(s) and will not become directly involved in the chase.

103.1.4 Command

- A. Primary control responsibility shall rest with the telecommunicator under the direction of the on-duty supervisor.
 - 1. If an officer receives a communication from the telecommunicator or any supervisor that the chase be terminated, he/she shall do so immediately, reporting to the telecommunicator the final location and direction of the pursued vehicle at the time of termination.
 - 2. The pursuing officer shall voluntarily terminate pursuit when he/she determines that the safety of the public, conditions of the roads, weather, traffic, or other factors so necessitates. He/she shall notify the telecommunicator of his decision and relay the final location and direction of travel of the pursued vehicle at the time of termination.
- B. The on-duty supervisor shall monitor the progress and status of the pursuit continuously providing constant assessment to make assignments, deploy tire deflation devices or terminate the pursuit.

103.1.5 Contact with Pursued Vehicle

- A. Any form of a "rolling roadblock" or intentional contact between a police vehicle and the vehicle pursued shall be prohibited; except in extreme and exigent circumstances and after all other reasonable attempts have failed.
- B. The police vehicle shall be maintained at such a distance from the pursued vehicle so that a sudden stop or change in direction of the pursued vehicle will not result in a collision.

103.1.6 Tire Deflation Device Deployment

- A. Hattiesburg Police Department maintains tire deflation devices know as "stingers". The stingers are assigned to Patrol Units by the on duty supervisor.
- B. The decision and responsibility to deploy the stingers rest with on duty supervisor. The decision to deploy should be based on the situation taking into account factors such as:
 - 1. Time of day.
 - 2. Location
 - 3. Agencies involved.
 - 4. Reason for pursuit.
 - 5. Other factors associated with the pursuit.

C The Training Academy is responsible for the training in deployment techniques.

103.1.7 Use of Roadblocks

The use of police vehicles as a roadblock may only be used in the most extreme and exigent circumstances as authorized by the on-duty supervisor. When such authorization has been given, the exact location of the intended roadblock shall immediately be relayed to the pursuing officer, and the roadblock shall be established in such a location as to allow vehicles approaching at high speed sufficient time to stop. Any roadblock shall provide an "escape route" should the vehicle refuse to stop.

103.1.8 Use of Firearms

The use of firearms during a pursuit can only be justified as a last resort; and then only to defend the officer or another from an attack that he/she has reasonable cause to believe could result in death or serious bodily injury.

103.1.9 Police Vehicle Occupants

Pursuit is not recommended when the police vehicle is occupied by any person who is not a law enforcement officer.

103.1.10 Pursuits Involving Agencies from Other Jurisdictions

The Hattiesburg Police Department utilizes a 800mhz system while surrounding agencies operate in the 400 band. Although a patch can be made to the state wide law enforcement frequency, this does not ensure that all parties involved make the proper channel adjustments. Most pursuits are terminated or otherwise concluded before notification can occur, in other situations communication between agencies becomes another variable or factor governing decisions in the pursuit.

A. When pursuing into another jurisdiction:

1. A request shall be made by the telecommunicator for the agency in that jurisdiction to take over the pursuit.
2. If the requested agency is able to comply with this request, the Hattiesburg unit will discontinue the actual pursuit.
3. If necessary and authorized by the on-duty supervisor, the Hattiesburg unit may become a secondary unit as described in Section 103.1.3.
4. Pursuit shall be terminated if requested by the agency holding jurisdiction.

5. Once an officer enters into unfamiliar roadways or area he/she should discontinue the action and relay all information to include descriptors and reason for pursuit.
- B. When a pursuit by another agency enters this jurisdiction:
1. Hattiesburg units may act as secondary units IAW Section 103.1.3 if so directed by the supervisor.
 2. When alerted to the possibility of a pursuit entering the city limits, all information shall be collected as to direction, ETA, vehicle/suspect descriptors, agency involved and reason for pursuit.
 3. Based on available information, the on duty supervisor shall determine if the factors would merit a continued pursuit or deployment of a tire deflation device by the Hattiesburg Police Department. In any event, the pursuing agency will be asked to discontinue action once in the city limits.
 4. It is fully realized the other agencies may not comply with a request to discontinue or allow Hattiesburg to conduct the pursuit. The safety of the citizens of Hattiesburg must take priority, should an agency refuse to comply, HPD units shall not enter into actual pursuit of the vehicle, but provide for overall community safety as much as possible under the circumstances. This usually involves clearing intersections to allow for the pursuit.
 5. In the case of a request by another agency, the telecommunicator shall immediately notify the patrol supervisor who may authorize the continued pursuit, or make a decision to terminate the pursuit.

103.1.11 Administrative Procedures

- A. If an officer participates in a pursuit, he and his supervisor shall each immediately submit a written report and furnish the operations Bureau Commander a copy of this report. This report shall be comprehensive, explain in detail the circumstances of the pursuit, and specifically cite all facts known to the officer at the time the pursuit was undertaken, as well as a justification by the supervisor for either continuing or discontinuing the pursuit. This report shall be separate from any other report that may be required.
- B. These procedures and guidelines shall be followed in conjunction with all relevant existing statutes, laws, ordinances, Departmental policies and procedures, rules and regulations.

103.1.12 Statistics

- A. The Operations Bureau Commander shall be responsible to establish and maintain an administrative file for pursuit related information and statistics.
- B. The Operations Bureau Commander shall insure that information or reports from every pursuit is forwarded to the administrative file.
- C. At the end of each calendar year, the Operations Bureau Commander shall prepare a report to the Chief of Police summarizing activity during the year relative to pursuits.
- D. copy of each summary report shall be maintained in the administrative file.

FY15 SUBGRANT APPLICATION

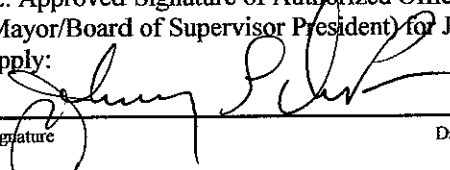
Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

mohs@dps.ms.us

1. Applicant Name: City of Hattiesburg		2. Date:	
Mailing Address: #1 Government Plaza Hattiesburg, MS 39401		3. Beginning and Ending Dates: October 1, 2014 thru September 30, 2015	
Telephone: 601-544-7900 FAX: 601-545-4952 E-Mail: grntwtr@hattiesburgms.com		4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
		5. CFDA # - 20.607	
		6. DUNS # - 07 944 8130	
		7. Congressional District-4	
8. Program Title: DUI Enforcement			
10. The following funds are requested:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	76,846.00	(1) Federal	99,889.00
(2) Personal Services-Fringe	17,982.00	(2) State	
(3) Contractual Services		(3) Local	
(4) Travel	4,164.00	(4) Other	
(5) Equipment	897.00		
(6) Other			
TOTAL	99,889.00	TOTAL	99,889.00
11. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application: Project Description Budget Summary Cost Summary Support Sheet Agreement and Authorization to Apply Schedule of Task by Quarters Agreement of Understanding & Compliance All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
12. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply:  Signature _____ Date 3-4-14		MOHS USE Only:	
Print Name: Johnny L. DuPre Title: Mayor			

Problem Identification:

Problem Statement

Provide detailed information on the problems in your agency areas and why federal funds are being requested for the FY15 grant year.

The City of Hattiesburg has a population of 45,989 according to the 2010 census ranking us as the 4th largest city in the state. There was a 2.7% increase in population from 2000 to 2010. We are located at the center of a Metropolitan Statistical Area of over 150,000 people. Hattiesburg has a nickname of the "Hub City" being 90 miles from the Gulf Coast and Jackson. Interstate 59, U.S. Highway 98, U.S. Highway 49, U.S. Highway 11 and MS Highway 42 are all major thoroughfares which pass through our city. These major arteries shortly lead to the cities of Jackson, New Orleans, Mobile and the Mississippi Gulf Coast area. Past traffic stops and accident investigations have proven these thoroughfares to be utilized by impaired drivers.

The Hattiesburg Police Department has 138 sworn officers and 108 civilians working in our department.

The City of Hattiesburg has a large number of restaurants, most of which serve alcohol and hosts approximately 10-20 night clubs. Most of these establishments are located around the University of Southern Mississippi. Students frequent the restaurants and night clubs where they consume alcohol.

The City of Hattiesburg is host to The University of Southern Mississippi and William Carey University. During the year these universities draw thousands of visitors for sporting events. Camp Shelby Military base is also located here. Since September 11, 2001 this base has housed thousands of military personnel.

The City of Hattiesburg host several special events during the year. Hubfest, Mardi Gras Parade, Live at Five and Eaglepalooza are just a few events that are hosted which bring thousands of visitors. All of these events allow consumption of alcohol.

Every year Hattiesburg sees the opening of new bars and restaurants with many serving alcohol until 2:00 A.M. DUI citations have increased gradually with the continued opening of new establishments and the increase of population.

Hattiesburg has shown a decrease in alcohol related crashes from 73 in FY12 to 63 in FY13. Crash fatalities increased from 7 in FY11 to 10 in FY12, but decreased in FY13 to 4. There was an increase in fatalities involving alcohol from 0 in FY 12 to 3 in FY13.

Overall accidents have increased from 3531 in FY12 to 3798 in FY13.

DUI citations have increased from 340 in fy12 to 384 fy13. This is a 12.9% increase.

The increase in DUI arrest, alcohol related fatal crashes and overall accidents shows that we still have much work to do. During the past year Hattiesburg Police had two officers with over 100 DUI arrests and sent one officer to Standardized Field Sobriety Training. We also currently hired a certified DRE and added them to our staff. The Hattiesburg Police Department will continue its efforts to the prevention of alcohol related crashes and fatalities.

Problem Identification**Crash Data 2011-2013**

Data and statistical information can be found at: <http://psdl.ssrc.msstate.edu/wp/>

This section must be filled out completely for all project applications. If data is unavailable, please insert (N/A) for not available. Enforcement use data related to your agency. Outreach use state wide information.

CRASH DATA		2011	2012	2013	TOTALS
Total Crashes		3622	3531	3798	10951
Injury Crashes		641	715	685	2041
Property Damage		2974	2806	3110	8890
Fatal Crashes		7	10	4	21
Alcohol Related Crashes		68	73	63	204
Alcohol Fatal Crashes		0	0	0	0
Speed Related Crashes		107	81	92	280
Speed Related Fatal Crashes		1	0	0	1
Motorcycle Crashes		32	40	43	115
Impaired Motorcyclist		0	1	2	3
Fatal Motorcycle Crashes		1	0	0	1
Fatalities		7	10	4	21
	Males	5	7	4	16
	Females	2	3	0	5
Fatal drivers with BAC .08 or more		0	0	0	0
Unbelted Not Injured		96	53	55	204
Unbelted Injuries		27	28	37	92
Unbelted Fatalities		2	6	0	8
	Males	0	4	0	4
	Females	2	2	0	4
Pedestrian Fatalities		2	0	2	4
Drivers Aged 16 - 20					0
	Total Crashes	851	771	895	2517
	Injury Crashes	151	193	166	510
	Fatal Crashes	0	0	1	1
	Alcohol Related	0	0	0	0

Data Information:

Data shows that we have an increase in total crashes. We have shown a decrease in alcohol related crashes, and fatalities, but have shown an increase in alcohol related fatal crashes.

Problem Identification:
Law Enforcement:

Total Number of Citations 2011-2013

This section must be filled out completely for all project applications. If data is unavailable, please insert (NA) for not available.

AGENCY CITATION DATA	2011	2012	2013	TOTALS
All Traffic Citations	33207	27338	17633	78178
Speed Citations	1506	1452	3320	6278
Seat Belt Citations	1740	1100	1400	4240
Child Safety Seat Citations	140	110	202	452
DUI Arrests	378	340	384	1102
Written Warnings	5146	5352	4760	15258

Please provide information for grant funded citations. If data is unavailable, please insert (NA) for not available.

GRANT FUNDED CITATION DATA	2011	2012	2013	TOTALS
All Traffic Citations			2277	2277
Speed Citations	0	0	249	249
Seat Belt Citations	0	0	71	71
Child Safety Seat Citations	0	0	17	17
DUI Arrests	366	204	316	886
Written Warnings				0

Note: After reviewing data from FY 11 and FY12 it appears that citation data other than DUI was not reported correctly. It appears that speeding, seat belt and child safety seat citations were being reported for the whole department rather than just grant funded citations. This was corrected in FY13 to reflect grant funded citations only on the monthly reports.

Problem Identification:
Public Information and Education:

This section must be filled out completely for all project applications. If data is unavailable, please insert (NA) for not available.

OUTREACH DATA	2011	2012	2013	TOTALS
Number of Presentations Given	2	2	2	6
Number of Safety Fair Participated In	0	0	0	0
Number of People Reached				0
Other:				0

GRANT FUNDED OUTREACH DATA	2011	2012	2013	TOTALS
Number of Presentations Given				0
Number of Safety Fair Participated In				0
Number of People Reached				0
Other:				0

Problem Identification:

Jurisdiction:

This section must be filled out completely for all project applications. If data is unavailable, please insert (NA) for not available. Enforcement use data related to your agency. Outreach use state wide information or focus area information.

Number of City Miles:	484
Number of County Miles:	470 square miles
Number of Square Miles:	54
Number of Population:	45989
Major Roadways in the Area:	I-59, U.S. Hwy 49, U.S. Hwy 98, Hwy 11, Hwy 42

Problem Identification:

Location:

This section must be filled out completely for all project applications. Please provide problem identification for the location that the grant will seek funding, such as high speed areas, community events, alcohol related establishments, etc.

The City of Hattiesburg has the University of Southern Mississippi and William Carey University in its jurisdiction. The Fraternities and Sororities play a big part in the night life of Hattiesburg where consumption of alcohol is prevalent during the school year.

Hattiesburg is traditionally the host city for "Q Delta Week" occurring in the spring of each year. This event includes a concert along with many establishments being rented out for parties. This is in addition to the usual night life which occurs every weekend. There is a large influx of members from all over the U.S. and consumption of alcohol is prevalent during the week. This increases the number of intoxicated drivers as well as traffic.

"Spring Party Week" or "Pledge Week" is held on USM Campus during the spring of each year. This week consists of nightly parties both on and off campus. Naturally alcohol is consumed at these events and intoxicated drivers are increased. Members from all over the U.S. also attend this event.

The annual "Juneteenth" celebration is a large event for our city. It's celebrated as a festival in Vernon Dahmer Park during the day and at night there are numerous night clubs which open specifically to celebrate the event.

"Eaglepalooza" is a large outdoor concert held downtown every year. This event consists of several bands and usually one well known artist and draws thousands of people. Attendees are generally students from the local universities. Consumption of alcohol is prevalent at this event.

Hubfest is a large outdoor festival where arts, crafts and food vendors purchase street space to place their booths. Recently consumption of alcohol was approved by the city for this event. Hubfest draws thousands of

people from all over the area.

The City of Hattiesburg has 5 major highways which run through our jurisdiction. They are Interstate 59, U.S. Highway 49, U.S. Highway 98, U.S. Highway 11 and U.S. Highway 42. These highways serve as traffic arteries to the surrounding cities and are used by intoxicated drivers to travel from their party location to home.

Proposed Countermeasures:

Please give a description of how the agency will use funds to counter measure the problems in the agencies problem identification during FY15.

The Hattiesburg Police Department is requesting monetary assistance from the Mississippi Department of Highway Safety for a DUI Enforcement Grant to better accomplish the departments goals, which are to educate citizens about DUIs and current laws and to decrease the number of DUI accidents and fatalities. This will be a continuation grant to this department if awarded.

Stronger enforcement of Mississippi's existing DUI laws along with more visible support for all law enforcement agencies, regarding DUI enforcement and alcohol countermeasures are the continuing objectives that must be accomplished in order to achieve Mississippi's goal of saving lives.

Along with enforcement, an educational program is currently in place with the City of Hattiesburg. When an offender is arrested for DUI currently he/she is sentenced and ordered to attend the MASEP Program as well as attend a Victim's Impact Panel. They are also given 6 months probation through Court Programs and required to complete everything during their probationary period.

The Hattiesburg Police Department will dedicate a portion of the monies granted to the line item of personal services that will include overtime for officers and salary for a full-time enforcement officer. Currently the Hattiesburg Police Department has one grant funded DUI officer and one who is department funded.

The project coordinator will coordinate saturation patrols and sobriety checkpoints within the department. The coordinator will ensure that these checkpoints/patrols are conducted during the Mobilization periods along with the peak times for impaired driving within our city. The coordinator will also be responsible for monthly and quarterly reports along with meetings and activities with law enforcement and public groups.

Proposed Countermeasures:
Goals, Performance Measure and Tasks

*{See Grant Funding Guidelines for information on correct format and information needed under this section.
Must be specific, measureable (include hard numbers from previous year), detailed outline of program
activities and projected achievements during grant period}.*

Goal:

The goal of the City of Hattiesburg is to maintain zero alcohol related fatalities; to maintain a number of 4 fatal crashes in FY15; to reduce alcohol related crashes by 4.8% from 63 to 60; to reduce injury crashes by 5.1% from 685 to 650; to reduce crashes by 5.2% from 3798 to 3600 during FY15

Performance Measure:

To increase departmental DUI arrest by 4.2% from 384 in FY13 to 400 in FY15

Conduct a minimum of 2 presentation on the dangers of drunk driving and alcohol usage to local schools.

Reduce alcohol related crashes by 4.8% from 63 in FY13 to 60 in FY15.

Conduct at least 6 checkpoints and 4 saturation patrols during FY15.

Tasks:

Issue not less than 100 departmental citations each quarter to reach a goal of 400 in FY15

Provide overtime to officers to reach goals and objectives.

Participate in training which will increase the quantity and quality of DUI arrests.

Participate in NHTSA's national blitz campaigns by conducting effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Proposed Countermeasures:

Program Coordination:

If you currently have a federal grant through the Mississippi Office of Highway Safety, please provide the name of your current Program Manager? Robin Layton

If grant is awarded, please identify the following:

Name of Chief/Sheriff/Partner: Frazier Bolton, Chief	Name of Project Director: Harris Tapp
Phone Number: 601-545-7900	Phone Number: 601-554-3602
Email Address: fbolton@hattiesburgms.com	Email Address: htapp@hattiesburgms.com

Name of Financial Manager: Lisa Hanson	Name of Signatory Official: Brett Benson
Phone Number: 601-554-1034	Phone Number: 601-554-1014
Email Address: lhanson@hattiesburgms.com	Email Address: <u>grntwtr@hattiesburgms.com</u>

Proposed Countermeasures:

Program Coordination Information:

Please provide information on how the grant duties will be coordinated.

The coordinator will also be responsible for monthly and quarterly reports along with meetings and activities with law enforcement and public groups. Currently, Hattiesburg Police Department has two designated DUI enforcement officers. As an outlet to the public, the coordinator will utilize the departments Public Information Officer (PIO) to be in contact with the local media in order to better inform and educate the public of DUI laws and local and national statistics.

The coordinator will also be responsible for seeking active participation from officers within the department during State and National S.T.E.P. programs and Mobilization periods.

Proposed Countermeasures:

Law Enforcement:
Please provide the following:

Total Number of Officers: 138

Total Number of Certified Officers: 138

Total Number of Officers Who Work Traffic: 12

Do you have interlocal agreements with other law enforcement agencies? If so, which agencies: Forrest County, Perry County, and Petal Police Department.

Plan for Proposed Law Enforcement Activities for FY15:

Hattiesburg Police Department will conduct a minimum of 8 Safety Check Points during the Fiscal Year and 4 Saturation Patrols. Hattiesburg Police will participate in state and federal STEP campaigns and mobilization periods.

Proposed Countermeasures:
Public Information and Education (If Applicable):
Please provide the following:

Total Number of Employees:

Total Number of Employees Who Work the Grant?

Do you have other partners that you work with? If so, which partners?

Plan for Proposed Outreach Activities for FY15:

Proposed Countermeasures:

Proposed Project Staff for Grant Responsibilities:

Please submit information for proposed staff that will be funded with federal funds under the grant.

Personnel Title	% of Time	Hourly Salary	# of Hours	Sub-total	Fringe	Line Total
DUI Officer	100.00%	\$15.64	2080	\$32,540.35	\$7,614.44	\$40,154.79
DUI Officers' Overtime		\$26.69	1600	\$42,704.00	\$9,992.74	\$52,696.74
DRE Officer Overtime		\$26.69	60	\$1,601.40	\$374.73	\$1,976.13
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
TOTALS					\$0.00	\$94,827.66

Proposed

Countermeasures:

Prosecutions and Adjudication: Data

Please submit information for the program area in which you are applying. Agency citation conviction rate should include DUI, hazardous moving violations, child restraint, etc. dependent upon request for funding source/area. (Outreach-Where Applicable)

Type of Citation	Conviction Rate
Impaired Driving	83%
Seatbelt Violation	
Child Restraint Violation	
Speed	

Proposed Countermeasures:

Prosecutions and Adjudication Information

Please provide information, if available on prosecution and adjudication information for your agency

Proposed Countermeasures:

Public Information and Education

Please describe your plans for public information and education, to include, but not limited to media campaigns, public events, school presentations, etc. Please give information on how many per quarter.

The Hattiesburg Police Department will conduct a minimum of two presentations on the dangers of alcohol consumption and impaired driving. Currently our department has a Police Athletic League program as well as a DARE program. Both programs give us access to a large number of youth in the area and a broad age group. We plan to utilize this access for our presentations.

Hattiesburg Police will utilize social media as well as traditional media to promote national campaigns.

Proposed Countermeasures:

Policy

Please check and attach a current copy of the policies listed below. If you do not have the policy, please explain in the additional information section.

<u>Current Policy:</u>	<u>Yes & Attached:</u>	<u>No:</u>
Seatbelt Policy	X	
Pursuit Policy	X	
Written Warning Policy	X	
Check Point Policy	X	
Saturation Patrol Policy		X
DUI Enforcement Policy	X	
Payroll Policy-Overtime	X	
Payroll Policy-Payroll Schedule (Payroll Period begin/end dates & check date)	X	
Payroll Policy-Leave Time (vacation, sick leave, holiday and compensation time)	X	
Seatbelt Survey Procedure Policy		X
Banning Text Messaging While Driving		X

Additional Information on Agency Policy:

Hattiesburg Police Currently doesn't have a policy for Saturation Patrol, Seatbelt Survey or Banning Text Messaging while driving.

Required Performance Reporting Evaluation

Subgrantee agrees to submit all required reporting documentation by the scheduled date(s) as defined in the contract by MOHS. Check all that apply:

X	Monthly Cost Reporting Worksheets for Reimbursement (Individual Officer Report/Step Forms and/or Activity Sheets)
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X	Supporting documentation for reimbursement
X	Quarterly Reports
X	Blitz Report Information
X	Travel Reimbursements
X	Budget Modifications
X	Distribution Plans for Promotional Items
X	Inventory Control Forms for equipment and supporting documentation for reimbursement
X	Closeout Documentation

Performance Reporting Information:

City of Hattiesburg will comply with all required performance reporting evaluations and submit on the scheduled dates to remain in compliance with all NHTSA and MOHS guidelines.

Training:

Include a detailed assessment of traffic safety training needs within the program area in which you are applying and how the training will benefit the program. (i.e. SFST, ARIDE, DRE, CPS, etc.)

Both of our Current DUI Officers are SFST certified. We would like to have the officers trained through the ARIDE program through the Law Enforcement Liason Office. This will better aid them in detection of impaired drivers. We are trying to host an ARIDE training class at our Police Fire and Training Academy.

Hattiesburg Police recently employed a DRE certified officer at our department. This officer is also a certified SFST instructor and ARIDE instructor. DRE's are required to have 8 hrs of CEU's strictly in DRE to maintain their certification. DRE's get these CEU's at the International Impaired Driving Conference put on by IACP (International Association of Chiefs of Police). We would like for this officer to attend the 21st International Impaired Driving Conference will be .

Travel:

Include a detailed assessment of travel needs within the program area in which you are applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses. (Based on current state and federal guidelines)

Purpose of Travel:	Number of People:	Cost:	Total:
Highway Safety Stars Conference	3	\$315.00	\$945.00
Hotel Taxes @ 10%	3	\$31.50	\$94.50
Meals: \$41 per day X 4 Day	3	\$164.00	\$492.00
Gratuity for meals @20%=3	3	\$32.80	\$98.40
IACP Conference Registration	1	\$250.00	\$250.00
Airfare (IACP Conference)	1	\$700.00	\$700.00
Baggage (\$25x2 for IACP Conference)	1	\$50.00	\$50.00
Cab/Shuttle (IACP Conference)	1	\$100.00	\$100.00
Per Diem (56x5)	1	\$280.00	\$280.00

Travel Information:

The two members of our DUI Enforcement Team and the Project Coordinator would attend the STARS conference. Officers would receive information and training related to their job duties such as legal updates and the latest trends and techniques in DUI enforcement. The Project Coordinator would receive training on maintaining the grant and better ways to utilize the funds effectively.

Hattiesburg Police recently employed a DRE certified officer at our department. DRE's are required to have 8 hrs of CEU's strictly in DRE to maintain their certification. DRE's get these CEU's at the International Impaired Driving Conference put on by IACP (International Association of Chiefs of Police). The 21st International Impaired Driving Conference will be August 10-12, 2015 in Cincinnati, OH. IACP has not given an exact location this early in 2014.

Distribution Plan for Promotional Items:

Include a detailed assessment of promotional item needs within the program area in which you are applying. Please include event, type of item requested, estimate number of items needed and purpose for each event.

Proposed Event	Items Requested	Number of Items	Purpose of Event
Community Event	Can Cooler	100	Hub Fest. Outdoor festival with thousands of attendees. Will have a booth set up by our command post.
	Cups	100	
	Bags	100	
	Brochure	100	
Community Event			
Lobby Display	Brochures	500	To be placed on a display in Police Department Lobby

Detailed Distribution Plan:

Hubfest is an outdoor festival which draws thousands of people of all ages every year to the city. Hattiesburg Police Department always has a command post at this event. We will have an information booth at this event and will pass out promotional items.

Hattiesburg Police Department has a lobby which is the only entrance for civilians at the department. We would like to put a display with brochures in the lobby to promote sober driving.

Equipment:

Please list the cost for each piece of equipment requested. Please note: Federal guidelines require equipment purchased must be essential to the project. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment. All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

Alcohol Screening Devices:

<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>

Breath Alcohol Measurement Devices:

<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>

Calibrating Units for Breath Alcohol Testers

http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf

Radar Speed –Measuring Devices

<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcpldec162002.htm>

Lidar Speed-Measuring Devices

<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcpldec162002.pdf>

Equipment	# requested	Cost (each)	Line Total
Nikon Coolpix Camera Bundle (bundle i	2	\$150.00	\$300.00
Straws for Intoximter PBT. (each box i	2	\$48.50	\$97.00
Crime Lab Blood Draws for DRE	10	\$50.00	\$500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTALS			\$897.00

Describe how equipment will be used for grant purposes:

Each camera will be used by officers on the DUI Enforcement Team to take photos of suspects, evidence on traffic stops etc. The straws will be used for field testing using the Intoximeter Portable Breath Tester. The blood draws will be used for DRE evaluations of suspects.

FY15 PROPOSED BUDGET SUMMARY

1. Applicant Agency: City of Hattiesburg						
2. Beginning: October 1, 2014			3. Ending: September 30, 2015			
Funding Sources						
4. For MOHS Use Only	5. Activity	Federal	State	Program Income	Other (Local-Private)	Total
		\$99,889.00	\$.00	\$.00	\$.00	\$99,889.00
TOTAL		\$99,889.00	\$.00	\$.00	\$.00	\$99,889.00

MOHS USE ONLY:

FY15 PROPOSED COST DETAIL SUPPORT SHEET

1. Applicant Agency: City of Hattiesburg						
2. Beginning: October 1, 2014		3. Ending: September 30, 2015		4. Activity: DUI Enforcement		
5. MOHS Use Only	6. Category	7. Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
				Federal	All Other	Total
	Salary & Wages:		1 F/T DUI Officer @ \$15,644 per hour X 2080 hours = \$32,540.00 (*rounded down) OT for DUI Enforcement (officers) @ \$26.69 per hour X 1600 hours = \$42,704.00 1 DRE Officer OT @ \$26.69 X 60 hours = \$1,602.00	\$76,846.00		\$76,846.00
	Fringe: FICA (7.65%-Employer) Retirement (15.75%-Employer)		1 F/T DUI Officer @ \$32,540.00 X 23.40% = \$7,614.44 OT @ \$42,704.00 X 23.40% = \$9,992.74 1 DRE Officer OT @ \$1,601.40 X 23.40% = \$374.73 Total Fringe \$17,981.91 *Rounded to the nearest dollar \$17,982.00	\$17,982.00		\$17,982.00
	Travel: (Rate per diem-based on state and federal guidelines)		Highway Safety STARS Conference Hotel \$1,039.50, Meals + tip \$590.40 TOTAL STARS Conf amt = \$1,629.90 IACP Conference Registration \$250; Airfare \$700; Baggage + Shuttle \$150; Hotel \$1,154; Meals for 5 days \$280 TOTAL IACP Conference \$2,534.00 Total Travel = \$4,163.90* Rounded to the nearest dollar \$4,164.00	\$4,164.00		\$4,164.00
	Contractual Services:					

	Equipment:	2 Nikon Cameras bundled \$300.00 2 Straws for Intoximeter PBT \$97.00 10 Crime Lab Blood Draws for DRE \$500.00 Total Equipment \$897.00			
	Other:				

MOHS USE ONLY:		TOTALS	\$99,889.00		\$99,889.00
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FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: CITY OF HATTIESBURG

PROJECTION TASK BY QUARTERS:

Please include information regarding Blitz participation, if agency is participating in a blitz during quarter.

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment for quarter.

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Agency will conduct a minimum of 1 school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (Christmas/New Year's) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:

FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (New Year's/Super Bowl) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:

FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Agency will conduct a minimum of 1 school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Complete and submit Budget Modification prior to June 30th deadline if applicable.

Projected Expenditures for Quarter:

FY15 PROPOSED TASK BY QUARTER

AGENCY NAME: City of Hattiesburg

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Submit request for promotional items within quarter.

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct at least 2 checkpoints during quarter. (If Applicable)

Conduct at least 1 saturation patrols during quarter. (If Applicable)

Write a minimum of (100) DUI citations during quarter, to reach increase of 4.2% goal of (400) for FY2015.

Agency will conduct a minimum of _____ school, community and/or public information presentation during the quarter.

Submit all required reporting by scheduled date(s) as defined in contract by MOHS, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in NHTSA' national blitz campaigns (4th of July/Labor Day) by conducting, effective DUI and roadside safety checkpoints, saturation patrols, high visibility zone enforcement and increased person contacts, during local, state and National DUI STEP mobilization periods and campaigns, especially during peak holiday events.

Compile statistical data gathered from the local, state and national blitz campaigns and forward to the Mississippi Law Enforcement Liaison Office.

Projected Expenditures for Quarter:

Mississippi OFFICE OF HIGHWAY SAFETY

Agreement of Understanding and Compliance

The Agreement of Understanding and Compliance documents will be attached within the Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.

State and Federal Certifications and Assurances

- I. REIMBURSEMENT OF ELIGIBLE EXPENSES
- II. ON-SITE MONITORING AND EVALUATION
- III. PROPERTY AGREEMENT
- IV. STAFFING
- V. GENERAL PROJECT REQUIREMENTS
- VI. UNALLOWABLE COST
- VII. NONDISCRIMINATION
- VIII. THE DRUG-FREE WORKPLACE ACT OF 1988 (41USC 8103)
- IX. BUY AMERICA ACT
- X. POLITICAL ACTIVITY (HATCH ACT)
- XI. CERTIFICATION REGARDING LOBBYING
- XII. RESTRICTION ON STATE LOBBYING
- XIII. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- XIV. POLICY ON SEATBELT USE
- XV. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
- XVI. ENVIRONMENTAL IMPACT

Additional MOHS Program Compliance Documents

The MOHS will include all program compliances documents in the FY15 Grant Agreement documents.

STATE CERTIFICATION AND ASSURANCE

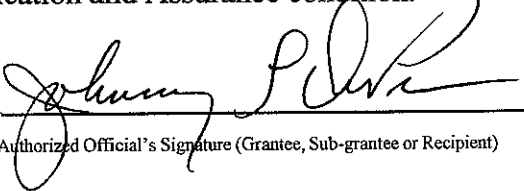
Assurance Requirement of Subgrant Recipients:

In cooperation with the Mississippi Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, sub-grantee, or recipient: plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; the grantee, sub-grantee or recipient must appropriately notify in writing, the MOHS grant manager, the MOHS director and/or the DPSP executive director of the planning for such an occurrence and afford opportunity for DPSP-MOHS personnel to attend and to participate, if they so desire.

Failure of grantee, sub-grantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of off-set levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (grantee, sub-grantee, or recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.


Authorized Official's Signature (Grantee, Sub-grantee or Recipient)

3-4-14

Date

Johnny L. DuPree

[Typed or Printed Name]

Mayor

[Person's Organizational Title]

* * * * *

This original signed form (blue ink only) must be returned to the Mississippi Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

LOCAL GOVERNMENTAL RESOLUTION
AGREEMENT AND AUTHORIZATION TO APPLY

WHEREAS, the _____
(Governing Body of Unit of Government)

herein called the "**APPLICANT**" has thoroughly considered the problem addressed in the application (entitled) and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN OPEN MEETING ASSEMBLED IN THE CITY Hattiesburg **MISSISSIPPI,**

THIS 4th **Day of** March, **20** 14 **AS FOLLOWS:**

1. That the project above is in the best interest of the Applicant and the general public.
2. That the Johnny L. DuPree, Mayor be authorized to file, on behalf of the
(Name and Title of Representative)
Applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Applicant defraying the cost of the
(Federal Dollar Requested)
project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of \$ _____ as required by the project.
(Local Match Amount)
4. That certified copies of this resolution be included as part of the application referenced above.
5. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: President Councilman Bradley
(Chairman/Mayor - Blue Ink)

Commissioner/Councilman Carroll offered the foregoing resolution and moved its adoption, which was seconded by Commissioner/Councilman Naylor and, was duly adopted.

Date: 3-4-14

Attest: Connie Everett (dc)

Seal

By: _____
(Blue Ink)



City of Hattiesburg, MS

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

Master

File Number: 2014-0939

File ID: 2014-0939

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Acknowledge receipt of the two bid purchase docket for the period of January 27, 2014 through February 24, 2014

Final Action:

Minute Book Number: MB2014-66

Title:

Acknowledge receipt of the two bid purchase docket for the period of January 27, 2014 through February 24, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 03-04-Two Quote Docket

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0939

Title

Acknowledge receipt of the two bid purchase docket for the period of January 27, 2014 through February 24, 2014 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the two bid purchase docket for the period of January 27, 2014 through February 24, 2014



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: Michael Pope, Purchasing Department

DATE: February 25, 2014

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of January 27, 2014, through February 24, 2014 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
JANUARY 27, 2014 - FEBRUARY 24, 2014

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
GRINER DRILLING SERVICE INC LYMAN WELL COMPANY	01/27/14 01/27/14	01/27/14 01/27/14	25,000.00 27,000.00	139765	REPAIR TO TURBINE WATER WELL PUMP AT WELL 1
OHENRY PRODUCTIONS INC eCANOPY.COM	02/10/14 02/10/14	02/10/14 02/10/14	9,294.44 9,888.95	140049	COMMERCIAL TENT
SPORTSFIELD SPECIALTIES, INC HYDRAWAY	02/11/14 02/11/14	02/11/14 02/11/14	23,253.00 25,039.50	140091	TATUM SOFTBALL-SUBSURFACE DRAINAGE MATERIAL
CONTROL SYSTEMS INC HAYNES, CHRIS ELECTRIC SUPPLY	02/13/14 02/13/14	02/13/14 02/13/14	26,425.00 28,414.00	140227	LIFT STATIONS ON HWY 49 N 1,2,3
M B I SOUND ADVICE	02/13/14 02/13/14	02/13/14 02/13/14	6,450.00 7,899.00	140228	CAMERA AND MONITORS FOR OFFICE
HYDRAWAY KEELING COMPANY (HATTIESBURG) SOUTHERN WATERWORKS SUPPLY INC SOUTHERN PIPE & SUPPLY CO INC	02/13/14 02/13/14 02/13/14 02/13/14	02/13/14 02/13/14 02/13/14 02/13/14	10,282.64 11,284.02 11,570.57 13,152.00	140229	TATUM PARK SOFTBALL-DRAIN PIPE
CHAIN ELECTRIC COMPANY POWER PRO TECH SERVICES INC	02/19/14 02/19/14	02/19/14 02/19/14	9,955.00 10,912.00	140293	TRANSFER SWITCH AT LINCOLN RD & 28TH AVE ST
IRBY, STUART C CO SHAMROCK ELECTRIC	02/24/14 02/24/14	02/24/14 02/24/14	7,138.14 7,491.15	140407	DOWNTOWN ST. LIGHT

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 01/27/14

POINT OF CONTACT:

PO No. 139765
Req No. 2013

VENDOR MAILING:
GRINER DRILLING SERVICE INC
PO DRAWER 825
COLUMBIA MS 39429-0825

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00018080

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: REPAIR TO TURBINE WATER WELL PUMP AT WELL 1 AT PLANT 2

PROCESSING CODE:

SEND METHOD 1 (601)7311853

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6380	REPAIR PUMP WITH NEW IMPELLER, BRONZE BUSHINGS, STAINLESS STEEL TAPER LOCKS, 316 STAINLESS STEEL BOWL SHAFT, BRONZE SUCTON CASE BUSHING, BRONZE DISCHARGE CASE BUSHING AND BRONZE DISCHARGE CASE	1.00	EA	14,500.0000	14,500.00
009673.6380	INSTALL NEW BRONZE PACKING BOX BUSHING	1.00	EA	1,000.0000	1,000.00
009673.6380	LABOR TO REINSTALL AND TEST PUMP	1.00	EA	8,500.0000	8,500.00
009673.6380	TIME FRAME ON COMPLETION OF JOB	1.00	EA	.0000	
009673.6380	NEW R3 INSETS	1.00	EA	1,000.0000	1,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

25,000.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

43530

GRINER DRILLING SERVICE I
PO DRAWER 825
COLUMBIA MS 39429-0825

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 12/16/13
Order Number 00

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME Perry Bidger
SIGNATURE Perry Bidger DATE 1-22-14

Shipping terms are F.O.B. destination, freight prepaid

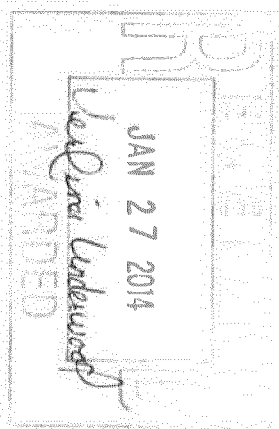
PROJECT LINE: REPAIR TO TURBINE WATER WELL PUMP AT WELL 1 AT PLANT 2

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR PUMP WITH NEW JETTER BRONZE BOWL BUSHINGS, STAINLESS STEEL SHAFT, BRONZE SECTION CASE BUSHING, BRONZE DISCHARGE CASE BUSHING AND BRONZE DISCHARGE CASE	12/12/13	1.00	EA	14,500.00	14,500.00	12/15/13	June 1, 2013
INSTALL NEW BRONZE PACKING BOX BUSHING	12/12/13	1.00	EA	8,100.00	8,100.00	12/15/13	June 1, 2013
LABOR TO REINSTALL AND TEST PUMP	12/12/13	1.00	EA	6,500.00	6,500.00	12/15/13	June 1, 2013
TIME FRAME ON COMPLETION OF JOB	12/12/13	1.00	EA	1,000.00	1,000.00	12/15/13	June 1, 2013
NEW R3 INSETS	12/12/13	1.00	EA	1,000.00	1,000.00	12/15/13	June 1, 2013

TOTAL BID PRICE 8 25,000.00

* Delivery is 10 weeks from day of Purchase Order. The bronze discharge case is the long range item.

Quote Accepted
Alfred Smith



LYMAN WELL COMPANY
15456 SUB LAINER ROAD
GULFPORT MS 39503-8400

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date 12/15/13
Order Number 2013 00

PRINTED NAME Josh Ladner

Phone Number 601 5454512

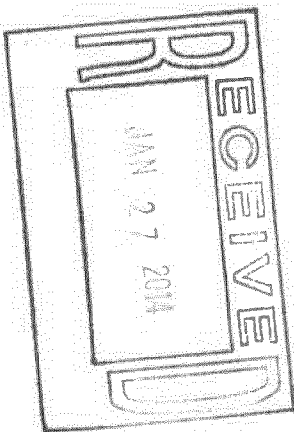
SIGNATURE ALR DATE 12/20/2013

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPAIR TO TURBINE WATER WELL PUMP AT WELL 1 AT PLANT 2

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR PUMP WITH NEW IMPELLER, BRONZE BOWL, BUSHINGS, STAINLESS STEEL TAPER LOCKS, 316 STAINLESS STEEL BOWL SHAFT, BRONZE SUCTIION CASE BUSHING, BRONZE DISCHARGE CASE BUSHING AND BRONZE DISCHARGE CASE	12/12/13	1.00	EA	5,000.00	5,000.00	4/30/2014	5/15/2014
INSTALL NEW BRONZE PACKING BOX BUSHING	12/12/13	1.00	EA	5,000.00	5,000.00	4/30/2014	5/15/2014
LABOR TO REINSTALL AND TEST PUMP	12/12/13	1.00	EA	0	0	0	0
TIME FRAME ON COMPLETION OF JOB	12/12/13	1.00	EA	2,000.00	2,000.00	4/30/2014	5/15/2014
NEW R3 INSETS	12/12/13	1.00	EA	2,000.00	2,000.00	4/30/2014	5/15/2014

TOTAL BID PRICE 27,000.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

VENDOR MAILING:
OHENRY PRODUCTIONS INC
3859 CHAPPELL HILL RD
WACO TX 76705

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

ADAMO, JOHN
MINUTE BOOK # pending
VENDOR # 00070511

(601) 5454506

SHIP TO:
HATTIESBURG POLICE DEPT/NEW SERVICE CTR
721 KATIE AVE
HATTIESBURG MS 39401-

Page - 02/10/14
Date -
PO No. - 140049
Req No. - 2018

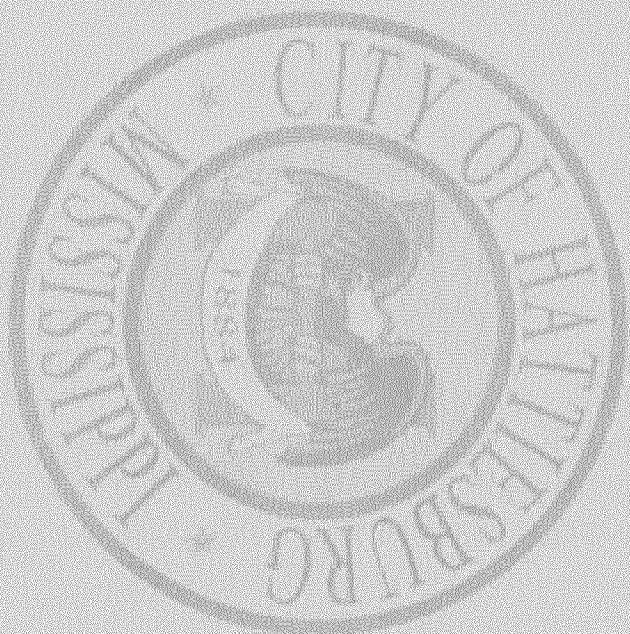
PROJECT LINE: COMMERCIAL TENT

PROCESSING CODE:

SEND METHOD 1 (254)7141117

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
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001100.7399	30X60 FRAME TENT 30'X60' OHENRY OR CELINA FRAME TENT WITHOUT WALLS, WHITE TOP WITH BLUE STRIPES (IF AVAILABLE) TENT TOP THICKNESS NO LESS THAN 16OZ. 17 OZ PREFERRED. WITH ALL POLES, ROPES AND HARDWARE.	1.00	EA	9,294.4400	9,294.44
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TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,294.44

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

43530

002/005

P.2/3
003/005GREENY PRODUCTIONS INC
3855 CHAPEL HILL RD
BALD TN 38005CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2/04/14
Date 2/15/14
Order Number 00CITY OF HATTIESBURG
PURCHASING DIVISION
220 E. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Jessica Fodrell

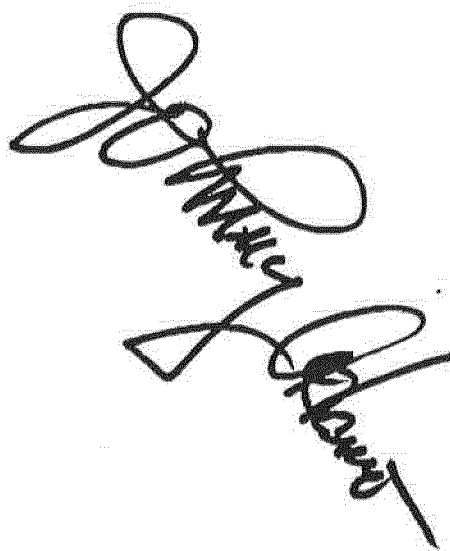
Phone Number . . 601 5454512

SILENTER John Adrell DATE 2-11-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: COMMERCIAL TENT

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
30'X60' FRAME TENT WITH BLUE STRIPES (IF AVAILABLE) TENT TOP THICKNESS NO LESS THAN 160Z - 17 OZ. REINFORCED WITH ALL POLES, RINGS AND HARDWARE.	01/23/14	1.00	EA	9294.44		1/2 2014	Form order date

TOTAL BID PRICE 9294.44



FEB-3-2014 23:43 FROM: DHENRY TENTS

2547141117

TO: 16015456661

02/10/2014 MON 8:24 FAX 6015456661 Hattiesburg Purchasing

43530

Canopy.com
5680 E. SHILBY DR.
MEMPHIS TN 38141

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W. FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date: 2/04/14
Order Number: 2018 00

Phone Number . . 601 5454512

PRINTED NAME

Dawn Hale

SIGNATURE

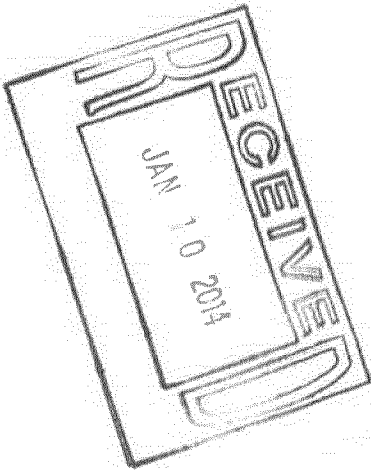
Dawn Hale

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: COMMERCIAL TENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
30X60 FRAME TENT OR CELINA FRAME TENT WITHOUT WALLS, WHITE TOP WITH BLUE STRIPES (IF AVAILABLE) TENT TOP THICKNESS NO LESS THAN 16OZ. 17 OZ PREFERRED WITH ALL POLES, ROPES AND HARDWARE.	01/23/14	1.00	EA	\$9,888.95	\$9,888.95	*See below	3-7-14

TOTAL BID PRICE \$9,888.95



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 02/11/14
PO No. 140091
Req No. 2019

VENDOR MAILING:
SPORTSFIELD SPECIALTIES, INC
PO BOX 231
41155 STATE HIGHWAY 10
DELHI NY 13753

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00097404

(601) 5454661

SHIP TO:
CITY OF HATTIESBURG
TATUM PARK
101 PARKWAY BLVD
HATTIESBURG MS 39401

PROJECT LINE: TATUM SOFTBALL-SUBSURFACE DRAINAGE MATERIAL

PROCESSING CODE:

SEND METHOD 1 (607)7468481

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7295.49	6" HYDRAWAY 2000 Subsurface Drainage System 6"WX150'L Roll	135.00	RL	150.0000	20,250.00
002300.7295.49	6" HYDRAWAY END Cap "Fabric-Style"-Used to Close Off the Cut End of the Cut End of the Hydraway 6" and still allow water intake	124.00	EA	7.0000	868.00
002300.7295.49	6" HYDRAWAY SPLICE Connector-Used to connect two (2) sections of the Hydraway 6" either vertically or horizontally	80.00	EA	7.2500	580.00
002300.7295.49	FREIGHT	1.00	EA	1,555.0000	1,555.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

23,253.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

43530

RECEIVED SPECIMIES
PO BOX 231
4155 STATE HIGHWAY 10
HARTFORD CT 06103

CITY OF HARTFORD
QUOTE REQUEST RESPONSE FORM

Page No. 2/04/14
Date 2019 04
Order Number

CITY OF HARTFORD
PURCHASING DIVISION
220 F. ROBERT ST. 2ND FLOOR
PO BOX 1096
HARTFORD CT 06103

Phone Number . . . 601 5454612

PRINTED NAME Christin Salerno

SIGNATURE Christine Salerno DATE 2/5/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TANK SETBACK-SURFACE DRAINAGE MATERIAL

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
6" BRIMAWAY 2060 Surface Drainage System 6" D150" x 101	02/03/14	135.00	EA	\$150.00/EA	\$20,250	2/5/14	3/31/14

6" BRIMAWAY END
Cap "Brimaway" style - Used to Close Off the Cut End of the
Cut End of the Brimaway 6" and still allow water intake

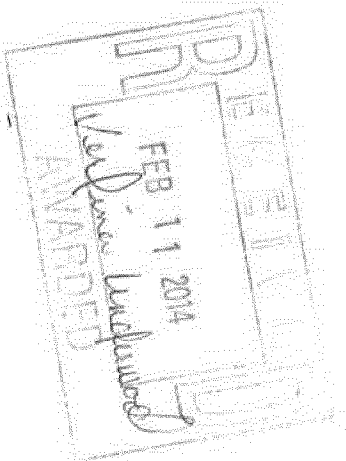
02/03/14 224.00 EA \$7.00/EA \$1,568.00 2/5/14 3/31/14

6" BRIMAWAY SPALICE
Connector - Used to connect two (2) sections of the Brimaway
6" either vertically or horizontally

02/03/14 80.00 EA \$7.25/EA \$580.00 2/5/14 3/31/14

Freight 1 \$1555.00

TOTAL BID PRICE \$23,353



Handwritten signature
2/10/14

43530

HURRAY
PO BOX 23947
BOLIVILLE IL 62223

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To.

CITY OF HATTIESBURG
Purchasing Division
220 W. FIRST ST. 2ND FLOOR
PO BOX 1858
HATTIESBURG MS 39401

Page No. 2/04/14
Date 2019 01
Order Number

Phone Number . . 601 545-6512

PRINTED NAME Tim Surrell
SIGNATURE TS Surrell DATE 2/5/14

Shipping terms are F.O.B. Destination, freight prepaid

PROJECT LINE: TITUM SURFACE-SUBSURFACE DRAINAGE MATERIAL

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Total	Delivery Date	Expired Date
6" HYDRAWAY 2000 Subsurface Drainage System 6"x15.0" L Roll	02/03/14	125.00	BL	712.30	89036.25	2/17/14	6/1/14

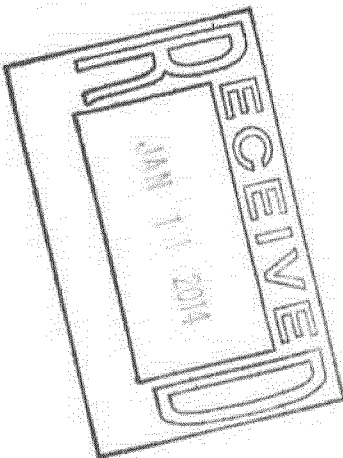
6" HYDRAWAY END
Cap Fabric-Style-Used to Close Off the Cut End of the
Cut End of the Roadway 6" and still allow water intake

02/03/14 125.00 EA 8.00 992.00 2/17/14 6/1/14

6" HYDRAWAY SPLICE
Connector-Used to connect two (2) sections of the Roadway
6" either vertically or horizontally

02/03/14 30.00 EA 9.50 285.00 2/17/14 6/1/14

TOTAL BID PRICE 250339.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 02/13/14

POINT OF CONTACT:

PO No. 140227
Req No. 2024

VENDOR MAILING:
CONTROL SYSTEMS INC
PO BOX 4852
JACKSON MS 39296-4852

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00013353

(601) 5454630
SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: LIFT STATIONS ON HWY 49 N 1,2,3

PROCESSING CODE:

SEND METHOD 1 (601)3558774

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009677.7327	NEMA 3R ENCLOSURE (APPROXIMATELY 20'HX20'WX8"D), CONTROL POWER CIRCUIT BREAKER DUPLX RECEPTACLE, SP102 SURGE PROTECTOR, RADIO, ANTENNA, BULKHEAD LIGHTNING ARRESTOR, POWER SUPPLY, UPS101 AND INSTALLATION, PUMP STATION 49-1, 49-2, 49-3-REPLACE EXISTING DC101 WITH NEW DC201, AND CT420 DUAL CURRENT MONITOR WITH TWO CURRENT TRANSFORMERS, A. ADD COMMUNICATION AND DATA TRANSMISSION TO THE NEW RTU SITES. B. GRAPHICAL INTERFACE SCREENS NECESSARY FOR THE RTU SITES. C. MAP SCREEN DISPLAY IN G THE LOCATION OF EACH RTU SITES. D. ANIMATION TO INDICATE ANY RTU SITES IN ALARM CONDITION. E. GRAPHICAL SCREEN FOR ANIMATION OF ALL MONITORED PROCESS VARIABLES. F. SCREEN WINDOW FOR ENTRY OF ALL CONTROL SET POINTS AND ALARM ANIMATI ON. G. METER STATION INSTANTANEOUS FLOW RATE, FLUME LEVEL, AND TOTALIZED FLOW. H. REPORTS TO INDICATED DAILY AND MONTHLY FLOW TOTALS AND DAILY MAXIMUM AND MINIMUM FLOW RATES. I. INTERACTIVE TREND TO PROVIDE REAL TIME FLOW RATE. PUMP STATI ON 49-2-REMOVE EXISTING DEAD FRONT THAT CURRENTLY WILL NOT CLOSE PROPERLY. FURNISH AND INSTALL NEW DEAD FRONT REUSING EXISTING CONTROL COMPONENTS.	1.00	EA	26,425.0000	26,425.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

26,425.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

0003/0003

43530

CONTROL SYSTEMS INC
PO BOX 4852
JACKSON MS 39296-4852

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date - 2/19/14
Order Number 2024 00

Phone Number - 601 5454512

PRINTED NAME Steve KupperichSIGNATURE [Signature] DATE 2.11.14

Shipping terms are P.O.B. destination, freight prepaid

ITEM DESCRIPTION

NEBA 3R ENCLOSERS

02/10/14

1.00

EA

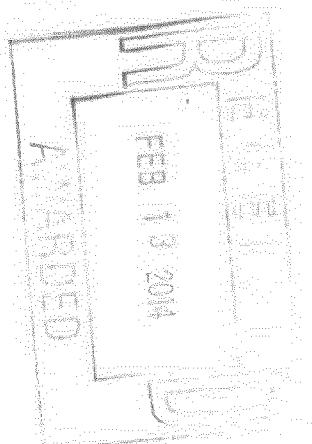
26,475.00

26,475.00

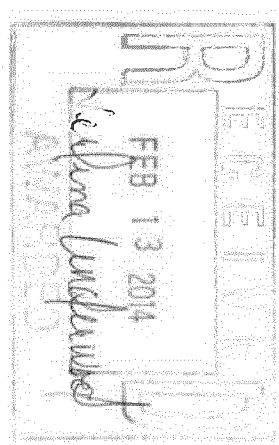
4.14.14

3.12.14

(APPROXIMATELY 20' HX20' DYE-T) CONTROL POWER CIRCUIT-BREAKER
THREE BREAKERS, SP-102 SERIES PROTECTOR, 100A, 150V, 1P, 1.5A, 1.5A,
BUILT-IN LIGHTEAR ARRESTOR, POWER STEELY, DESIGN AND
INSTALLATION - PLIP STATION 46-1, 49-2, 49-3 REPLACES EXISTING
1201 WITH NEW 1201 AND C1420 DUAL CURRENT MONITOR WITH
TWO CURRENT TRANSFORMERS - A AND C, COMMUNICATION AND DATA
TRANSMISSION TO THE NEW RUI SITES. B. GRAPHICAL INTERFACE
SCREENS NECESSARY FOR THE RUI SITES. C. GRAPHICAL INTERFACE
OF THE LOCATION OF EACH RUI SITES. D. ANIMATION TO INDICATE
ANY RUI SITES IN ALARM CONDITION. E. ANIMATION TO INDICATE
ANIMATION OF ALL MONITORED PROCESS VARIABLES. F. SCREEN
WINDOW FOR ENTRY OF ALL CONTROL SET POINTS AND ALARM ANIMATI
ON. G. ALTER STATION INSTANTANEOUS FLOW RATE, FLOW LEVEL,
AND TOTALIZED FLOW. H. REPORTS TO INDICATED DAILY AND MONTHLY
Y FLOW TOTALS AND DAILY MAXIMUM AND MINIMUM FLOW RATES. I
INTERACTIVE TRENDS TO PROVIDE REAL TIME FLOW RATE. PLIP STATION
49-2 REMOTE EXISTING TRENDS THAT CURRENTLY WILL NOT
CLOSE PROPERLY. FURNISH AND INSTALL NEW DEAD FRONT REDUCING
EXISTING CONTROL COMPONENTS.

TOTAL BID PRICE 26,475.00

Bob Kupperich
Steve Kupperich



43530

CERIS HAYNES ELECTRIC SDP
826 SOUTHWEST ST
JACKSON MS 39201

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To: - - -
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date - 2/11/14
Order Number 2024 00

Phone Number - 601 5454512

PRINTED NAME

SIGNATURE

Steve Little
Steve Little

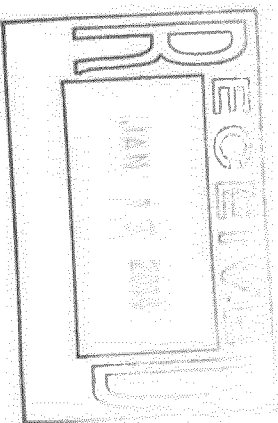
DATE 2/12/2014

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LIFT STATIONS ON HWY 49 N 1,2,3

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
NEMA 3R ENCLOSURE (APPROXIMATELY 20" HX20" WXS 7"D) CONTROL POWER CIRCUIT BREAKER, DUPLEX RECEPTACLE, SP102 SURGE PROTECTOR, RADIO ANTENNA, BULKHEAD LIGHTING ARRESTOR, POWER SUPPLY, UPS101 AND INSTALLATION PUMP STATION 49-1, 49-2, 49-3-REPLACE EXISTING DC101 WITH NEW DC201 AND CT420" DIA. CURRENT MONITOR WITH TWO CURRENT TRANSFORMERS, A. ADD COMMUNICATION AND DATA TRANSMISSION TO THE NEW RTU SITES. B. GRAPHICAL INTERFACE SCREENS NECESSARY FOR THE RTU SITES. C. MAP SCREEN DISPLAYING THE LOCATION OF EACH RTU SITES. D. ANIMATION TO INDICATE ANY RTU SITES IN ALARM CONDITION. E. GRAPHICAL SCREEN FOR ANIMATION OF ALL MONITORED PROCESS VARIABLES. F. SCREEN WINDOW FOR ENTRY OF ALL CONTROL SET POINTS AND ALARM ANIMATION. G. AFTER FLOW, H. REPORTS TO INDICATED DAILY AND MONTHLY AND TOTALIZED FLOW. I. REPORTS TO INDICATED DAILY AND MONTHLY FLOW TOTALS AND DAILY MAXIMUM AND MINIMUM FLOW RATES. J. INTERACTIVE TREND TO PROVIDE REAL TIME FLOW RATE, PUMP STATUS ON 49-2-REMOVE EXISTING DEAD FRONT THAT CURRENTLY WILL NOT CLOSE PROPERLY. FURNISH AND INSTALL NEW DEAD FRONT REUSING EXISTING CONTROL COMPONENTS.	02/10/14	1.00	EA	\$28,414.00	\$28,414.00	5/1/2014	3-12-2014

TOTAL BID PRICE \$28,414.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 02/13/14

POINT OF CONTACT:

PO No. 140228
Req No. 2023

VENDOR MAILING:
M B I
PO BOX 18445
HATTIESBURG MS 39404-8445

BOLTON, SHARON
MINUTE BOOK # PENDING
VENDOR # 00065639

(601) 5453356

SHIP TO:
CITY OF HATTIESBURG
HUB CITY TRANSIT
1001 S TIPTON ST
HATTIESBURG MS 39401

PROJECT LINE: CAMERA AND MONITORS FOR OFFICE

PROCESSING CODE:

SEND METHOD 1 (601)2689380

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

073570.6021

CAMERA & MONITOR

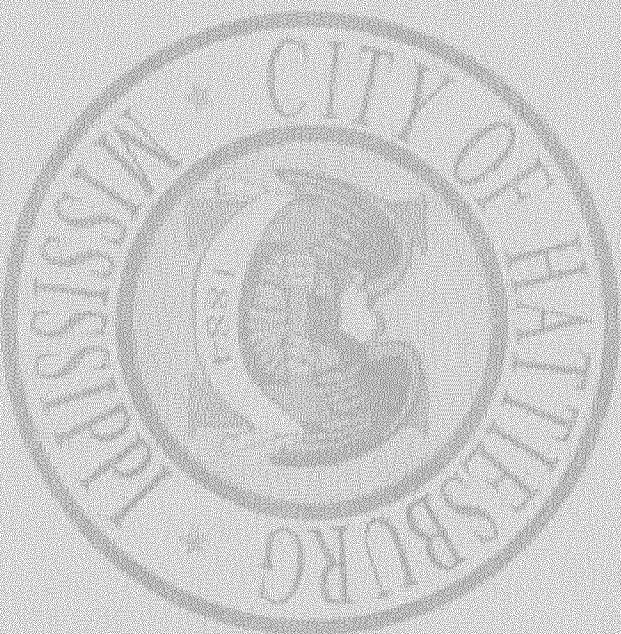
1.00

EA

6,450.0000

6,450.00

SYSTEM: (7) HIGH RESOLUTION DAY NIGHT CAMERAS WITH INFRARED
ILLUMINATORS-(1) CAMERA POWER SUPPLY (7) MOUNTING BRACKETS
FOR CAMERAS-(1) 42" HIGH RESOLUTION CAMERA MONITOR WITH
SWIVEL MOUNTING BRACKET (1) 50" HIGH RESOLUTION CAMERA
MONITOR WITH SWIVEL MOUNTING BRACKET-LABOR AND WIRING TO
INSTALL CAMERAS AND MOUNT MONITORS-CAMERAS TO BE ADDED TO
EXISTING DIGITAL RECORDING UNIT.



TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,450.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

02/12/2014 WED 8:41 FAX 6015456661 Hattiesburg Purchasing

002/003

FROM : MBI

FAX NO. : 6012689380

Feb. 11. 2014 02:56PM P2

FAX 6015456661 Hattiesburg Purchasing

002/003

43530

M.B.I.
PO BOX 18445
HATTIESBURG MS 39404-8445CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 18445
HATTIESBURG MS 39401Page no. : 2 of 3
Date : 2/16/14
Order Number : 2023 02

Phone Number : 601 5554512

PRINTED NAME
SIGNATURE
DATE

02/11/14

Shipping terms are F.O.B. destination, freight prepaid

PRODUCT LINE: CAMERA AND LENSES FOR OFFICE

ITEM DESCRIPTION

CAMERA & LENS
SYSTEM (7) HIGH RESOLUTION DAY NIGHT CAMERAS WITH INFRARED
ILLUMINATORS (1) CAMERA POWER SUPPLY (7) MONITOR MONITOR WITH
RGB CAMERAS (1) 42" HIGH RESOLUTION CAMERA MONITOR WITH
SPLIT SCREENING BACKSET (1) 56" HIGH RESOLUTION CAMERA
MONITOR WITH SPLIT SCREENING BACKSET LAYER AND VIDEO TO
DIGITAL CAMERAS AND NIGHT VISION CAMERAS TO BE ADDED TO
EXISTING DIGITAL RECORDING UNIT.

02/06/14

Request
Date

QTY

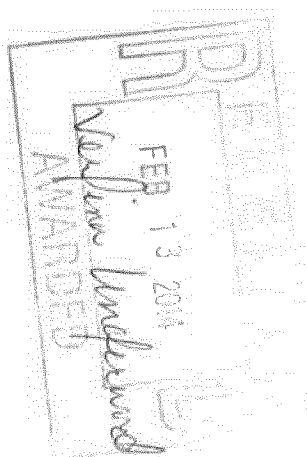
IN

Unit
PriceExtended
CostDelivery
DateExpired
Date

1.00 EA

TOTAL AND PRICE

\$6450.00



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 2/19/14
Order Number 2023 00

SOUND ADVISE
6068 HWY 98 STE 1 BOX 2
HATTIESBURG MS 39402-6881

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME

Joseph M. Nunez

SIGNATURE

[Signature]

DATE

2/11/14

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: CAMERA AND MONITORS FOR OFFICE

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
CAMERA & MONITOR SYSTEM (77) HIGH RESOLUTION DAY NIGHT CAMERAS WITH INFRARED ELIMINATORS (1) CAMERA POWER SUPPLY (7) MOUNTING BRACKETS FOR CAMERAS (1) 42" HIGH RESOLUTION CAMERA MONITOR WITH STAYEL MOUNTING BRACKET (1) 50" HIGH RESOLUTION CAMERA MONITOR WITH STAYEL MOUNTING BRACKET LABOR AND WIRING TO INSTALL CAMERAS AND MOUNT MONITORS-CAMERAS TO BE ADDED TO EXISTING DIGITAL RECORDING UNIT.	02/05/14	1.00	EA				

TOTAL BID PRICE \$7899



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 02/13/14

POINT OF CONTACT:

PO No. 140229
Reg No. 2031

VENDOR MAILING:
HYDRAWAY
PO BOX 23947
BELLEVILLE IL 62223

JONES, ANN
MINUTE BOOK # pending
VENDOR # 00097403

(601) 5454661

SHIP TO :
CITY OF HATTIESBURG
TATUM PARK
101 PARKWAY BLVD
HATTIESBURG MS 39401

PROJECT LINE: TATUM PARK SOFTBALL-DRAIN PIPE

PROCESSING CODE:

SEND METHOD 1 (618)3985722

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.7295.49	8" SOLID ADS PIPE Must have bells or provide coupling	120.00	FT	2.7600	331.20
002300.7295.49	12" SOLID ADS PIPE Must have bells or provide coupling	100.00	FT	4.7600	476.00
002300.7295.49	8" PERFORATED ADS Pipe, Must have bells or Provide Couplings	2180.00	FT	2.7600	6,016.80
002300.7295.49	8" ADS 90 DEGREE Ell-Must slip onto pipe or provide coupling	6.00	EA	31.7300	190.38
002300.7295.49	8" ADS TEE Must slip onto pipe or provide couplings	2.00	EA	49.6500	99.30
002300.7295.49	12" ADS MOLDED TEE Must slip onto pipe or provide couplings	1.00	EA	110.7200	110.72
002300.7295.49	12"X8" ADS REDUCER	2.00	EA	48.3000	96.60
002300.7295.49	8"X12" INLINE DRAIN Nyloplast	6.00	EA	244.4400	1,466.64
002300.7295.49	FREIGHT	1.00	EA	1,495.0000	1,495.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

10,282.64

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

02/13/2014 THU 13:32 FAX 6015456661 Hattiesburg Purchasing

0002/009

02-13-14 11:23 FROM- Midwest Diversified 618-397-9066

T-292 P0009/0004 F-667

43630

HYDRAVY
PO BOX 26947
BRIEVILLE IL 62223CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1998
HATTIESBURG MS 39401Page No. 1
Date 2/12/14
Order Number 2031 02PRINTED NAME THOMAS SOBRELSIGNATURE [Signature] DATE 02/13/14

Phone Number - 601 545-6112

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TATUM PARK SOFTBALL-YOUTH FIVE

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expire Date
8" SOLID ABS PIPE Must have bells or provide coupling	02/12/14	120.00	FT	2.76	331.20	2/18	6/1
12" SOLID ABS PIPE Must have bells or provide coupling	02/12/14	100.00	FT	4.76	476.00	2/18	6/1
8" PERFORATED ADS Pipe, Must have bells or Provide Couplings	02/12/14	2180.00	FT	2.76	6016.80	2/18	6/1
8" ADS 90 DEGREE Elbow-Must slip onto pipe or provide coupling	02/12/14	6.00	EA	31.73	190.38	2/18	6/1
8" ADS TEE Must slip onto pipe or provide couplings	02/12/14	2.00	EA	49.65	99.30	2/18	6/1
12" ADS ELBOWED TEE Must slip onto pipe or provide couplings	02/12/14	1.00	EA	110.72	110.72	2/18	6/1

02/13/2014 THU 13:33 FAX 6015456661 Hattiesburg Purchasing

0003/009

02-13-'14 11:23 FROM- Midwest Diversified 610-397-3066

T-292 P0004/0004 F-687

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2/12/14
Date 2031 00
Order Number

PROJECT LINE: TRUNK PAK SFTBALL-BRAIN PIPE

ITEM DESCRIPTION

12"XB- ADS REMOEX

Request
Date 02/12/14

QTY

QM

Unit
PriceExtended
CostDelivery
DateExpired
Date

2.00

EA

4030

96.60

2113

6/1

8"X12" HD-DIE BRAIN

Nylolplast

Request
Date 02/12/14

6.00

EA

244.44

1466.64

2113

6/1

FREIGHT

Request
Date 02/12/14

1.00

EA

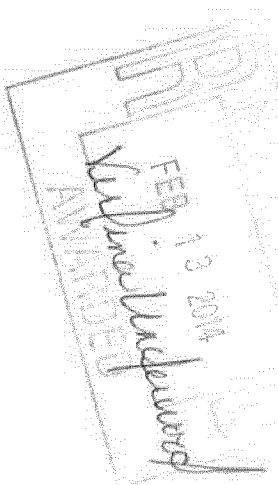
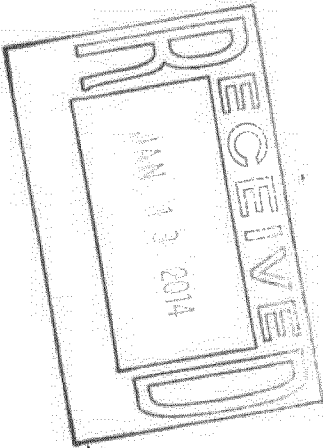
1495.00

1495.00

2113

6/1

TOTAL BID PRICE 16382.64

Ann Jones (M)

43530

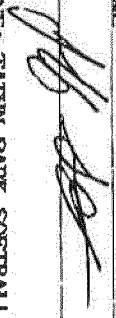
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/13/14
Order Number 2031 00KEELING COMPANY (HATTIESB)
39 POWER LN
HATTIESBURG MS 39402-8563Mail To:
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME

Jeff Scott

Phone Number 601 5454512

SIGNATURE



DATE 2-13-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TATUM PARK SOFTBALL-DRAIN PIPE

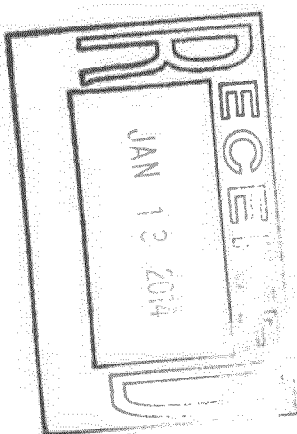
ITEM DESCRIPTION	Request Date	QTY	LM	Unit Price	Extended Cost	Delivery Date	Expired Date
8" SOLID ADS PIPE Must have bells or provide coupling	02/12/14	120.00	FT	3.674	440.88		
12" SOLID ADS PIPE Must have bells or provide coupling	02/12/14	100.00	FT	5.211	521.10		
8" PERFORATED ADS PIPE Must have bells or Provide Couplings	02/12/14	2180.00	FT	3.674	8009.32		
8" ADS 90 DEGREE Elb-Must slip onto pipe or provide coupling	02/12/14	6.00	EA	25.196	151.18		
8" ADS TEE Must slip onto pipe or provide couplings	02/12/14	2.00	EA	30.644	60.09		
12" ADS MOLDED TEE Must slip onto pipe or provide couplings	02/12/14	1.00	EA	102.066	102.07		

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2
Date 2/12/14
Order Number 2031 00

PROJECT LINE: TAYUM PARK SOFTBALL-DRAIN PIPE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
12"X8" ADS REMOVER	02/12/14	2.00	EA	78.283	156.57		
8"X12" INLINE DRAIN Nyloplast	02/12/14	6.00	EA	266.385	1597.83		
FREIGHT	02/12/14	1.00	EA	245.60	245.00		

TOTAL BID PRICE 11,284.04

43630

SOUTHERN WATERWORKS SUPPL
497 COLE RD
HAUTESBURG MS 39402-9702

CITY OF HAUTESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2/12/14
Date 2031 00
Order Number

Mail To. CITY OF HAUTESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HAUTESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Kevin Rauer

SIGNATURE

Kevin Rauer

DATE 2-12-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TATUM PARK SOFTBALL-DRAIN PIPE

ITEM DESCRIPTION	Request Date	QTY	LM	Unit Price	Extended Cost	Delivery Date	Expired Date
8" SOLID ADS PIPE Must have bells or provide coupling	02/12/14	120.00	FT	3.73	447.60	30415	4-1-14
12" SOLID ADS PIPE Must have bells or provide coupling	02/12/14	100.00	FT	5.34	534.00	PRD	
8" PERFORATED ADS PIPE Must have bells or Provide Couplings	02/12/14	2180.00	FT	3.83	8349.40		
8" ADS 90 DEGREE Elbow-Must slip onto pipe or provide coupling	02/12/14	6.00	EA	25.50	153.00		
8" ADS TEE Must slip onto pipe or provide couplings	02/12/14	2.00	EA	30.41	60.82		
12" ADS MAILED TEE Must slip onto pipe or provide couplings	02/12/14	1.00	EA	103.29	103.29		

43530

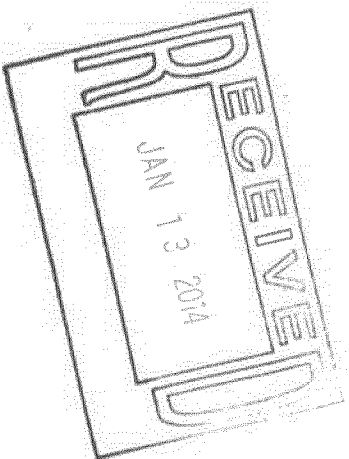
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 2/12/14
Order Number . . . 2031 00

PROJECT LINE: TAYUM PARK SOFTBALL-DRAIN PIPE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
12"X8" ADS REDUCER	02/12/14	2.00	EA	74.23	158.46		
8"X12" INLINE DRAIN Nv1oplast	02/12/14	6.00	EA	294.00	1764.00		
FREIGHT	02/12/14	1.00	EA	0	0		

TOTAL BID PRICE 11,570.57



02/12/2014 WED 9:38 FAX 6015456661 Hattiesburg Purchasing

003/004

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 2/12/14
Order Number 2031SOUTHERN PIPE & SUPPLY CO
116 LUNDY LN
HATTIESBURG MS 39401CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Mail To.
Phone Number . . . 601 5454512PRINTED NAME David Ward
SIGNATURE David Ward DATE 2-12-14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TATUM PARK SOFTBALL-DRAIN PIPE		ITEM DESCRIPTION		Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
8"	SOLID ADS PIPE	Must have bells or provide coupling		02/12/14	120.00	FT	3.92	470.40	2 weeks	3-12-14
12"	SOLID ADS PIPE	Must have bells or provide coupling		02/12/14	100.00	FT	5.56	556.00	2 weeks	3-12-14
8"	PERFORATED ADS PIPE	Must have bells or Provide Couplings		02/12/14	2180.00	FT	4.07	8872.60	2 weeks	3-12-14
8"	ADS 90 DEGREE Elt-Must slip onto pipe or provide coupling			02/12/14	6.00	EA	30.00	180.00	2 weeks	3-12-14
8"	ADS TEE	Must slip onto pipe or provide couplings		02/12/14	2.00	EA	36.00	72.00	2 weeks	3-12-14
12"	ADS MOLDED TEE	Must slip onto pipe or provide couplings		02/12/14	1.00	EA	109.00	109.00	2 weeks	3-12-14

02/12/2014 WED 9:39 FAX 6015456661 Hattiesburg Purchasing

0004/004

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 2
Date 2/12/14
Order Number 2031 00

PROJECT LINE: TATUM PARK SOFTBALL-DRAIN PIPE

12"X8" ADS REDUCER

ITEM DESCRIPTION

Request
Date

QTY

UM

Unit
PriceExtended
CostDelivery
DateExpired
Date8"X12" INLINE DRAIN
Nyloplast

02/12/14

6.00 EA

459.00

2,754.00

2 weeks 3-12-14

02/12/14

2.00 EA

69.00

138.00

2 weeks 3-12-14

FREIGHT

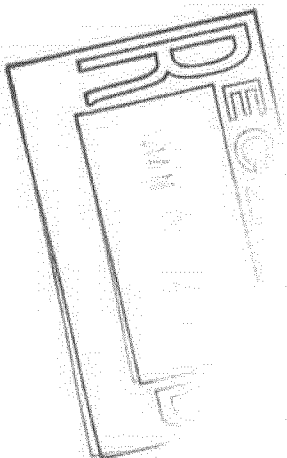
02/12/14

1.00 EA

0

0

TOTAL BID PRICE 13,152.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 02/19/14

POINT OF CONTACT:

PO No. 140293
Req No. 2007

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00015051
(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: TRANSFER SWITCH AT LINCOLN RD & 28TH AVE ST. BOOSTER STATION (601)5848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6383	TO DISCONNECT AND REMOVE EXISTING OBSOLETE AUTOMATIC TRANSFER SWITCH AND REPLA CE WITH A NEW ASCO 4000 SERIES, 260 AMP, 480 VOLT, 3 POLE, 4W AUTOMATIC TRANSFER SWITCH WITH ALL WIRING NECESSARY FOR A COMPLETE SYSTEM WITH FACTORY START UP	1.00	EA	9,955.0000	9,955.00

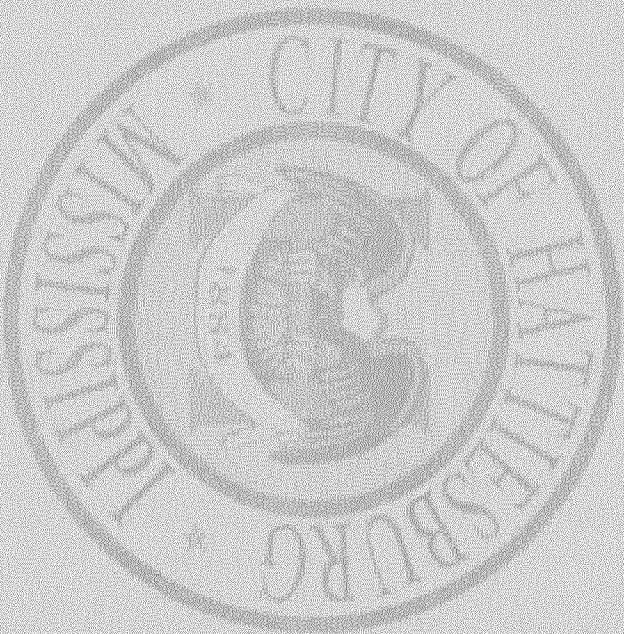
TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,955.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.



43530

CHAIN ELECTRIC COMPANY
 PO BOX 2058
 HATTIESBURG MS 39403-2058

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

Mail To:

CITY OF HATTIESBURG
 PURCHASING DIVISION
 220 W FRONT ST 2ND FLOOR
 PO BOX 1898
 HATTIESBURG MS 39401

Page No. 1
 Date 1/23/14
 Order Number 2007 00

Phone Number 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PRINTED NAME Haley Simmons

SIGNATURE Haley Simmons DATE 1-28-14

PROJECT LINE: TRANSFER SWITCH AT LINCOLN RD & 28TH AVE ST. BOOSTER STATION

ITEM DESCRIPTION	Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
TO DISCONNECT AND REMOVE EXISTING OBSOLETE AUTOMATIC TRANSFER SWITCH AND REPLACE WITH A NEW 1500 4000 SERIES 250 AMP 480 VOLT 3 POLE 4P AUTOMATIC TRANSFER SWITCH WITH ALL WIRING NOTED ABOVE AND A COMPLETE SYSTEM WITH FACTORY START UP	1/15/14	1.00	\$19,955.00	\$19,955.00	3-28-14	3-28-14

TOTAL BID PRICE \$19,955.00

Bill Campbell
Carl Hall

RECEIVED
 FEB 19 2014
 Sealing Unopened
 AWARDED

QUOTE REQUEST RESPONSE FORM

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
205 N FRONT ST AND HOOK
PO BOX 1898
HATTIESBURG MS 39401

Date 1/28/14
Order Number 2537 CO

POWER PRO TECH SERVICES, I
801 N. HAYWARD AVE
SUITE 1010
HATTIESBURG SPRINGS, TN 38240

PRINTED NAME Robby McDonald

Phone Number

601 4454512

SIGNATURE Robby McDonald DATE 2/12/14

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE TRANSFER SWITCH AT LINCOLN RD & 28TH AVE ST. HOOPER STATION

ITEM DESCRIPTION
TO DISCONNECT AND
REMOVE EXISTING DISCONNECT AUTOMATIC TRANSFER SWITCH AND REPLA
CE WITH A NEW DISCONNECT SERIALS 260 AND 260 VOLTS
20 AMP AUTOMATIC TRANSFER SWITCH WITH ALL WIRING IN PLACE FOR A
COMPLETE SYSTEM WITH FACTORY START UP

Request Date	QTY	Unit	Cost	Extended Cost	Delivery Date	Expire Date
01/25/13	1	00	10,912.00	10,912.00	10/08/14	4/1/14

TOTAL BID PRICE 10,912.00



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 02/24/14
PO No. 140407
Req No. 2030

VENDOR MAILING:
STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6338

PONDER, MATTIE
MINUTE BOOK # pending
VENDOR # 90001647

(601) 5454626

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC/CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROJECT LINE: DOWNTOWN ST. LIGHT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5991.02	788832 SYL LED70 RETROFIT/750/TSM/D6 HP KIT	15.00	EA	430.0000	6,450.00
001207.5991.02	TORK 3002 SPST 277V WP PHOTOCONTROL	50.00	EA	12.0900	604.50
001207.5991.02	IDEAL 30-072 SIZE 72B BLU WIRECONN	800.00	EA	.0900	72.00
001207.5991.02	TB TY23MX LOCKING CABLE TIE-BULK	100.00	EA	.1164	11.64

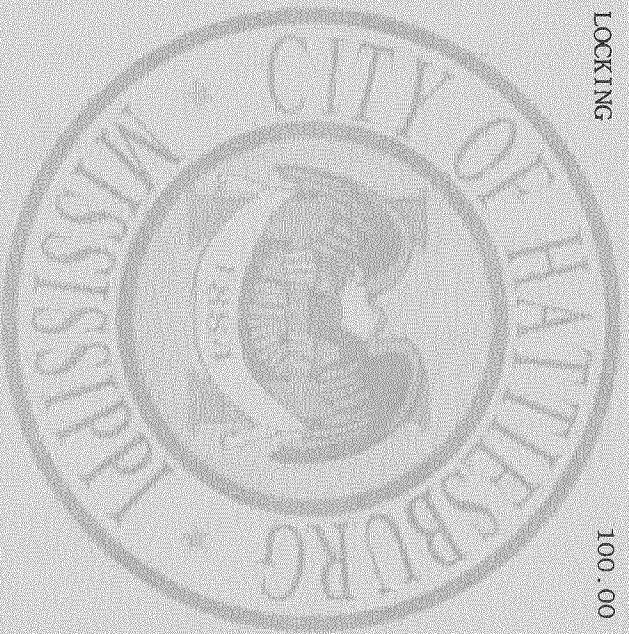
TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,138.14

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.



02/12/2014 WED 9:35 FAX 6015456661 Hattiesburg Purchasing

003/003

43530

QUART C 1RB 10
314 W PINE
HATTIESBURG MS 39401-6338

CITY OF HATTIESBURG
OFFICE REQUEST RESPONSE FAX

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FROST ST 2ND FLOOR
HATTIESBURG MS 39401

Order No. 2/2/14
Order Number 2030 09

Phone Number 601-544-1525

PRINTED NAME Timothy Sledge
SIGNATURE Timothy Sledge DATE 2-13-14

Shipping terms a c F.O.B. destination. freight prepaid

PROJECT LINE: DOMINION ST. LIGHT

ITEM DESCRIPTION	Request Date	QTY	Unit Price	Extended Cost	Delivery Date	Expired Date
73882 SYL 1 ED 0 REINFORCING 1/2" X 1/2" HP KIT	02/11/14	13.00	3A	430.00	2-5-14	4-15-14
TORX 30CC 1/2" X 2" 7 HP PHOTO HP KIT	02/11/14	13.00	3A	1004.50	2-5-14	4-15-14
108AL 30-0 2 1/2 72B BLU 1 LR 20IN	02/11/14	80.00	EA	72.00	3-5-14	4-15-14
TB TY-3PX 1 X 1M CABLE TIE 3 LR	02/11/14	100.00	EA	11.04	3-5-14	4-15-14

TOTAL BID PRICE: 7138.14

Long Hubs

RECEIVED
FEB 24 2014
Kelia Underwood
AWARDED

02/18/2014 TUE 8:27 FAX 6015456661 Hattiesburg Purchasing

003/003

43530

SHAMROCK ELECTRIC
1215 SUNSET DRIVE
GRENADA MS 38901-4025CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 2/12/14
Order Number: 2030 00

Mail To:

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . 601 5454512

PRINTED NAME

SIGNATURE

DATE

Shipping terms are F.O.B. destination. freight prepaid

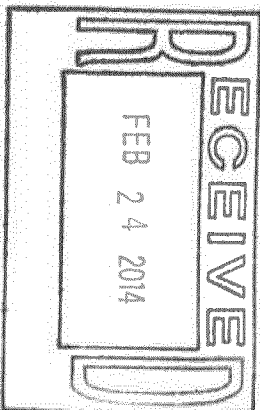
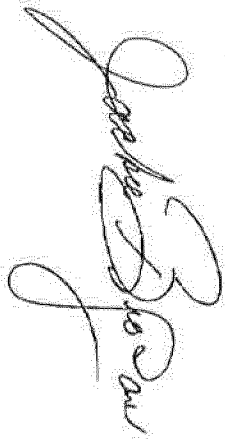
PROJECT LINE: DOWNTOWN ST. LIGHT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
78882 SYL LED70 RETOFIT/750/TSM/D6 HP KIT	02/11/14	15.00	EA	450.00 EA	6750.00	2-24-14	3-20-14
TORK 3002 SPST 277V WP PHOTOCONTROL	02/11/14	50.00	EA	18.50 EA	925.00	2-24-14	3-20-14
IDEAL 30-072 SIZE 72B BLU WIRECONN	02/11/14	800.00	EA	100 ⁰⁰ m	80.00	2-24-14	3-20-14
1B TV23MX LOCKING CABLE TIE-BULK	02/11/14	100.00	EA	36 ¹⁵ c	36.15	2-24-14	3-20-14

TOTAL BID PRICE

7491¹⁵

Thank you





City of Hattiesburg, MS

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

Master

File Number: 2014-0953

File ID: 2014-0953

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/26/2014

Brief Title: Acknowledge receipt of proposals for solid waste collection and reject proposals

Final Action:

Minute Book Number: MB2014-66

Title: Acknowledge receipt of proposals for privatization of solid waste collection and reject proposals, per recommendation of the RFP Review Committee.

Notes:

Sponsors:

Enactment Date:

Attachments: Sanitation RFP Review Committee
Recommendation, Metro Services, Waste Pro

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Connie Everett

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0953

Title

Acknowledge receipt of proposals for privatization of solid waste collection and reject proposals, per recommendation of the RFP Review Committee.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: *Mayor DuPree; Members of City Council*
FROM: *Sanitation RFP Review Committee (Allen McKinley, Maurice Sutton,
Connie Everett, Tony Harrison)*
DATE: *March 4, 2014*
SUBJECT: *Analysis of Sanitation RFP's for privatization of solid waste collection*

Attached is a spreadsheet reflecting the proposals submitted by Waste Pro and Metro Service Group. Waste Pro submitted the lowest bid. Their bid is compared to the present cost paid by City residents for City collection of solid waste.

The City cost per household is slightly less than the cost that would be incurred per household for Waste Pro to perform the service.

Additional factors to be considered with privatization include:

- Long-term strategic control of collection and haul cost
- Degraded customer service
- Loss of assets and experience will make it very difficult for the City to resume this service when collection and haul rates increase at the end of the 3-year contract.
- Loss of City assets (personnel and equipment) will eliminate the City's ability to immediately respond to events such as the 2013 tornado to support debris removal.
- No contract can be written to address the myriad tasks City employees perform. Additional requests to a private entity will mean additional negotiated costs.
- Small companies such as Waste Pro will eventually sell out to a bigger company – negotiation of a new contract with a larger company will most likely mean higher prices.
- Waste Pro has stated that they will need only about 15 – 17 of our employees. This will leave approximately 17-18 displaced City employees.
- The City would need at least 2 employees assigned to monitor Waste Pro operations to ensure contract compliance.

Based on the above cost comparison and additional factors listed, it is the recommendation of the RFP Review Committee that the City of Hattiesburg continue to perform the service of solid waste collection.

COMPARISON OF SANITATION PRIVATIZATION VS. CITY OPERATION

Two entities submitted responses, as detailed below:

<u>Company</u>	<u>MSW</u> <u>Collection</u>	<u>Bulky</u> <u>Waste</u>	<u>Rubbish</u> <u>Collection</u>	<u>Rubbish</u> <u>Disposal</u>	<u>Recycling</u>	<u>Special</u> <u>Collection</u>	<u>Total</u>
Metro Service	11.15	0.95	3.77	1.70	1.79	TBD	19.36
Waste Pro	9.00	2.14	3.84	0.50	2.50	75/hr	17.98

Waste Pro submitted a purchase price for the brown and green carts 709,766

Waste Pro submitted a price for purchase of 12- 2010 model garbage trucks, 8-2005 model garbage trucks, 2-2007 model garbage trucks, 1-2005 model pickup, and 1-2008 model pickup

961,238
<u>1,671,004</u>

Metro Service Group did not offer a purchase price for vehicles or carts.

CITY COST PER HOUSEHOLD

FY 2012 operating costs for Sanitation

Add debt service on trucks

I am omitting debt service on cans since that won't be a continuing expense once they are paid for

Total

City's current rate per household

Millage supplement to cover operating costs and debt service on trucks

Cost per household for millage supplement

Total cost per household

2,494,715
414,514

2,909,229

17.00

521,865

4.10

21.10

WASTE PRO COST PER HOUSEHOLD

Waste Pro total bid cost w/ 10,600 households

Total

Waste Pro proposed rate per household

Add tipping fee to Pine Belt Solid Waste which City will continue to pay to get total cost and divide per household = 453,298/10600/12

Total cost per household

2,287,056

2,287,056

17.98

3.56

21.54



CITY OF HATTIESBURG SOLID WASTE COLLECTION SERVICES

REMOVAL OF SOLID WASTE AND RECYCLING
REQUEST FOR PROPOSAL



Prepared By:
METRO SERVICE GROUP
9641 Old Gentilly Road
New Orleans, Louisiana 70127
(504) 520-8331
(504) 365-1762 Fax

CITY OF HATTIESBURG SOLID WASTE COLLECTION SERVICES

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January 22, 2014

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Residential Solid Waste Collection Services,
Request for Proposal

To the Solid Waste Services Committee;

Please accept this information as the METRO SERVICE GROUP's response to the City of Hattiesburg's request for proposal for residential solid waste collection services. METRO SERVICE GROUP, Inc. is Louisiana based business that was established in 1982. The METRO SERVICE GROUP has become a premier company specializing in waste management, offering turnkey support to municipalities, private firms, universities, and individual operations for waste collection, waste hauling, and recycling. We offer trained qualified personnel and have a full line of both standard and specialty equipment aimed at addressing any client needs. From the enclosed resumes, you will see that our team of key personnel has a combined 174 years of waste management experience. The one thing that sets Metro apart is our proven ability to minimize risk to individuals, the community, and the environment. Our staff through combined efforts worked to recycle over 8.5 million tons of materials during the aftermath of the 2005 hurricanes. Currently, our list of clients includes the City of New Orleans, St. John Parish, Louisiana and Tulane University.

We understand that the request for proposal is for the collection of municipal solid waste, rubbish, bulky waste, recyclables, and special waste from 10,600 units within the city limits of Hattiesburg, Mississippi. We also understand that the term for the contract is three (3) years. Metro will implement the requirements written in the proposal that calls for the same day collection of municipal waste and trash and the utilization of single axle vehicles.. Within an agreed amount of time, we will deliver to the city any changes to the route structure that we feel will enhance the collection process and upon approval we will through a rigorous media campaign communicate these changes if any to the customers. Additionally, we will assure that the transition from city service to our collection protocols will be seamless and uninterrupted to the city customers

Further we will implement an employee transition plan that includes the right of first refusal for current city employees for jobs for which they are qualified for. Regarding the purchase of city owned vehicles, we will review the inventory. If they do not fit our needs, we will assist the city with facilitation of their sale. Finally, a summary of our pricing is as following:

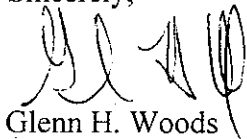
Type of Service	Cost/Service Unit	Total Annual Cost
Curbside MSW Collection	\$11.15 /S.U./month	\$1,418,280.00
Bulky Waste	\$0.95 /S.U./month	\$120,840.00
Rubbish Collection	\$3.77 /S.U./month	\$479,544.00
Rubbish Disposal	\$1.70 /S.U./month	\$216,340.00
Recycling	\$1.79 /S.U./month	\$227,688.00
Total		\$2,462,592.00
Special Collection	\$T.B.D. /S.U./City Request	

The METRO SERVICE GROUP's through our commitment to Excellence, Innovation, and Responsiveness, and our support of the concepts associated with environmental sustainability, stands ready to assist the City of Hattiesburg.

The METRO SERVICE GROUP certifies that the information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to the Service Provider's knowledge. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,



Glenn H. Woods

President

Metro Service Group

504-520-8331

504-365-1762 Fax

gwoods@metrodisposalervice.com



EXECUTIVE SUMMARY

The **Metro Service Group, Inc.** is an 8(a) Certified Louisiana based business established in 1982. The Metro Service Group has 30 years of experience in integrated waste management. We began our commercial operation with the primary objective of providing waste management service utilizing innovative technology and methods that will make the environment safe and conducive to good health for our children, and their children.

We have at our disposal a fleet of over 75 collection and hauling vehicles that range from automated collection to smaller rear loaders, to commercial front loaders. And as a commitment to continuous improvement and sustainable practices, the **Metro Service Group** has made a significant investment in converting approximately one half ($\frac{1}{2}$) of our truck fleet to compressed natural gas (CNG) as a primary fuel source. Vehicles that utilize natural gas as a primary fuel source have been shown to produce twenty five percent (25%) less carbon dioxide per mile than conventional fueled vehicles. Additionally, even-though CNG fueled vehicles initially are significantly more expensive than conventional vehicles, the price of fuel is substantially less than that of diesel and in the long run, should generate fuel saving dollars which in turn can ultimately lead to lower prices for customers and clients. The **Metro Service Group** has also invested in an on-site fueling station. This eliminates one major concern with CNG fueled vehicles and that is the availability of fueling stations. The **Metro Service Group** looks to have one hundred percent (100%) of its vehicle fleet converted to CNG within the next five (5) years.

The **Metro Service Group** has been one of the prime waste collection firms for the City of New Orleans since 2006. Currently we are collecting waste in the City of New Orleans, St. John Parish, Louisiana, and Tulane University. We have offices in New Orleans, Baton Rouge, and Pensacola, Florida.

The **Metro Service Group** team of key personnel includes:

Mr. Jimmie Woods, CEO, 30 years of waste management experience.

Mr. Glenn Woods, President, 31 years of waste management experience.

Dr. Chuck Carr Brown, Vice President, Former Assistant Secretary, Louisiana Department of Environmental Quality, 32 years of waste management experience

Mr. Charles Brown, Operations Director, 40 years of waste management experience.

Mr. George Carter, Route Supervisor, Operations Superintendent, 10 years of waste management experience.

Ms. Wanda Bergeron, Finance Administrator, 31 years of waste management experience.

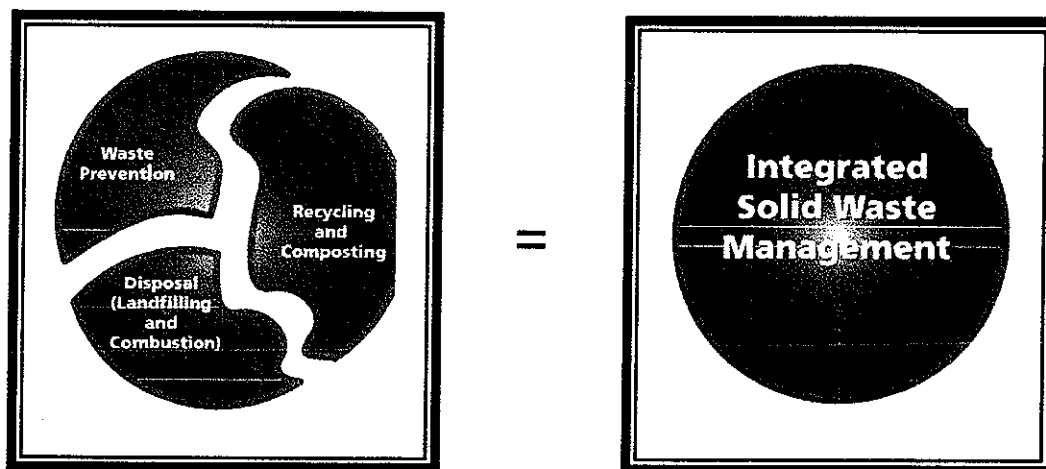
Mr. Glenn Woods, President, will serve as the **primary point of contact**.

Glenn Woods, 9641 Old Gentilly Road, New Orleans, Louisiana 70127

504-520-8331. 504-3651762 Fax

gwoods@metrodisposal-service.com

Commitment to Integrated Solid Waste Management



The **Metro Service Group** is committed to integrated solid waste management. Integrated Solid Waste Management (ISWM) is a comprehensive waste prevention, recycling, composting, and disposal concept. The **Metro Service Group** realizes that a waste collection and disposal firm has to consider how to prevent, recycle, and manage solid waste in ways that most effectively protect human health and the environment. ISWM involves evaluating local needs and conditions, and then selecting and combining the most appropriate waste management activities for those conditions. The major ISWM activities are waste prevention, recycling and composting, and disposal in properly designed, constructed, and managed landfills.

Waste prevention. also called “source reduction”, seeks to prevent waste from being generated. The **Metro Service Group** understands that each man, woman, and child produces 6 pounds per day of waste. Public education is key to addressing the reduction of generated waste. The **Metro Service Group** is committed to the distribution of written materials and the manning of a call center in order to increase public awareness.

Recycling. Recycling is a process that involves collecting, reprocessing, and/or recovering certain waste materials (e.g., glass, metal, plastics, paper) to make new materials or products. Some recycled organic materials are rich in nutrients and can be used to improve soils. Recycling and composting generate many environmental and economic benefits. We have separately included additional information regarding our approach to recycling.

Disposal (landfilling). These activities are used to manage waste that cannot be prevented or recycled. One way to dispose of waste is to place it in properly designed, constructed, and managed landfills, where it is safely contained. The **Metro Service Group** has successfully operated the Gentilly Landfill for the City of New Orleans since 2005. During the aftermath of Hurricane Katrina (2005) where approximately 25-million cubic yards of various types of debris was properly processed, stored, and disposed. The facility was utilized again during the aftermath of Hurricane Rita (2005), Hurricane Gustav (2008) and Hurricane Isaac (2012) and to date, the environmental soundness of the landfill and community remains intact.

The **Metro Service Group** has become a premier company offering turnkey operations in the waste management arena. We have the full capability and financial capacity to fulfill the contractual obligations of the current request for proposal. We have designed a system of **contingencies** in order to prevent disruptions of services to include the use of backup generators, enhanced communication and dispatch through the use of satellite communications and a call center, and the use of a reciprocal collection relationship with regional collection firms.

We are also as stated, committed to the environment and regulatory compliance. Our compliance history is summed up with only one environmental excursion which involved the washing of our collection vehicles and our storm water management plan. We addressed this situation immediately and we are in full compliance with all environmental regulations. As a part of our efforts in this arena and to assure potential clients and the community at large of our commitment to the environment, Dr. Chuck Carr Brown, former Assistant Secretary at the Louisiana Department of Environmental Quality is a part of our management team. Dr. Brown during his tenure was responsible for air and water quality and the issuance of all solid waste permitting.

The **Metro Service Group** through our vast experience, financial stability and knowledgeable key personnel stand ready to assist the City of Hattiesburg.



Metro Service Group (Metro Disposal) Founded in 1982 is a Louisiana based corporation, that engages in integrated waste management services, heavy construction and environmental services. We understand the RFP is for the collection of municipal solid waste, rubbish, bulky waste, recyclables and special waste from approximately 10, 600 units within the city of Hattiesburg, MS. We understand the term of the contract to be for three years. Metro will implement the requirements written in the proposal that call for same day collection of municipal waste and trash and the utilization of single axle vehicles. We will employ best industry practices for municipal waste collection and rubbish. We will utilize automated side loading vehicles where access is not restricted and rear loading semi-automated vehicles where access is restricted. The automated vehicles will require an individual with proper CDL credentials to operate and the semi-automated will utilize a properly credentialed CDL operator and two helpers per vehicle. MSG intends to operate out of a location that is adjacent to the Hattiesburg Transfer Station. Additionally we employ a 20% overage of equipment and manpower for contingency purposes. Finally the transition from the city to MSG will be transparent to the citizens of Hattiesburg as they will not experience any disruption in service.

The collection of garbage, rubbish and bulky waste will occur once a week and on the same day of service. We will start by notifying the public through local media including television newspaper, radio and social media of the new procedures and processes and collection days for a given area. We will provide a phone number and maps on a web page that will allow the public to access the service information as well. We will employ approximately 4 automated side loading single axle trucks (2015 Peterbilt) and 3 semi-automated rear loading single axle trucks (2015 Freight Liners) in addition we will utilize two boom trucks.. If recycling is selected by the city we will utilize --single axle semi-automated trucks for that service. The semi-automated trucks will consist of a driver and two helpers and the automated trucks will consist of a driver. The boom trucks will employ a driver and an operator.



CUSTOMER SERVICE PHILOSOPHY

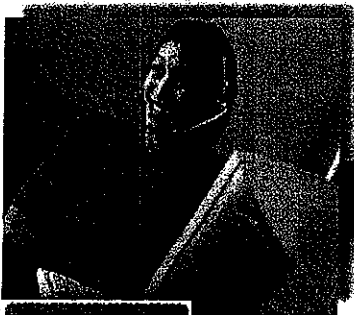
Metro Service Group Inc., is fully staffed with a Director of Municipal Operations, (4) Route Supervisors, Community Relations Manager, and a Customer Service Manager as well as the Metro Resident Relations system. Metro is dedicated to quality customer service and continuous improvements. This philosophy is ingrained in every employee from their initial orientation and instilled during every monthly safety and staff meeting. Metro also continuously promotes customer awareness through our Public Information Campaign Plan. All these components work together to execute an efficient operation for excellent customer service. Metro's equipment will be equipped with visible decals containing all identifying information for both the equipment and the company in order to provide instant contact information





CUSTOMER SERVICE PLAN

Metro Service Group Inc., is fully staffed with a Director of Municipal Operations, (4) Route Supervisors, Community Relations Manager, and a Customer Service Manager as well as the Metro Resident Relations system. Metro is dedicated to quality customer service and will continuously promote customer awareness through Metro's Public Information Campaign Plan. All these components will work together to execute an efficient operation for excellent customer service. Metro's equipment will be equipped with visible decals containing all identifying information for both the equipment and the company. Upon delivery of the carts, Metro will supply each resident with a refrigerator magnet containing all Customer Service contact information.



CUSTOMER SERVICE QUALITY OVERVIEW

Metro Service Group Inc., operates a full service Customer Service department staffed with qualified individuals that possess strong communication and public relations skills to effectively deal with angry or difficult individuals. We are equipped with the latest cutting-edge technology to ensure timely customer satisfaction. Our department handles customer concerns and complaints between the hours of 7a.m. and 6p.m. on regular collection days. After hours calls are answered via a live answering service. All messages are emailed to the customer service department for resolution. Metro will have on duty at least one supervising authority while work is being performed. The Route Supervisors will notify crews, by way of two-way-radio, to return to a residence (if necessary) to provide additional service for a customer. Route Supervisors will assist customers by passing out company literature or explaining program information. The company's Route Supervisors will be dressed in a company uniform, carry Metro's credentials, and maintain a company radio to communicate with crews.

Metro will operate according to schedule except for compelling necessity, and only to the extent required. Reports will be forwarded to the city on a monthly basis disclosing all customer complaints from the prior weeks as well as unresolved complaints. The following is an overview of the instruments used to provide high quality customer service.

CUSTOMER SERVICE STAFF

- * Customer Service Manager
- * Route Supervisors
- * Customer Service Staff
- * Data Entry Personnel
 - English speaking
 - Strong communication skills
 - Public relation skills
 - Field workers, in company uniform
 - Proper credentials on person

OPERATION

- Hours of Operation
 - 7a.m. to 6p.m. - Monday through Saturday (office)
 - Live after hours answering service

EQUIPMENT

- two-way Radio
 - Dispatcher
 - Route Supervisors, Supervisors

CUSTOMER NOTIFICATIONS

- Print: Local Newspapers, Door Knockers, Flyers
- Radio & Television: Public Service Announcements



COMPLIANT RESOLUTION

Between 7:00 a.m. and 7:00 p.m. each regular collection day, the office will be staffed with polite, trained, and knowledgeable English-speaking persons to answer telephone calls without unreasonable delay.

- Metro's staff will obtain and record all information useful or necessary to respond to and resolve the problem, included but not limited to names, addresses, event and reporting dates, involved persons, and the like. This data will be checked against the Metro Service Group database to confirm proper information about the person and location of the complaint. All recorded information will be maintained by Metro as an official business record and the information will be safeguarded against unwarranted disclosure. All data within the Metro Resident Relations central database will be available to the City of Hattiesburg.

CART INSTRUCTIONS

Metro Service Group Inc., will provide each household with a **Safe Use & Care Guide**.

YOUR ROLL- OUT

The cart is provided to you to improve the quality of your collection service by:

- Keeping papers, odors, refuse, etc.. in the cart, the elements and animals out
- Improving your community's appearance
- Providing quiet, easy to handle container to store and move refuse
- Offering a safe, convenient and effective way to handle household waste

Your new Cascade cart is made of durable, extra strength, injection-molded plastic and equipped with features like a dual bottom wear strip, heavy-duty wheels and axles to ensure years of dependable service. The following safe use and care guidelines will help you get the most out of your new roll-out cart.

LOADING YOUR CART

To place garbage in your cart, always lift the lid from the front. Be careful to not overload your cart in excess of your ability to safely maneuver it. Do not place the following in your cart:

- | | | |
|------------|----------------------|-------------------|
| ▪ Paint | ▪ Hot ashes | ▪ Exposed needles |
| ▪ Solvents | ▪ Medical waste | ▪ Sand |
| ▪ Acids | ▪ Used Car Batteries | ▪ Rocks |
| ▪ Gasoline | | |
| ▪ Oil | | |
| ▪ Soil | | |

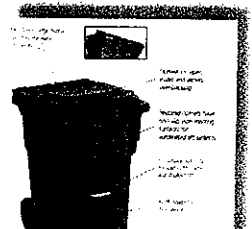
PLACING YOUR CART FOR COLLECTION

Make sure the lid is closed. Then grab the handle and use the convenient "tilt and go" design feature (between the wheels at the rear of the cart), and lift the cart back slightly. Now, safely and easily push or pull the cart. The cart is designed to withstand dragging, however, for ease of use, tilt and roll. Don't forget: always close the lid before moving, and on inclines pull the cart uphill and push cart down hills.

Put your cart out by 6a.m. on your specified pick-up day and place it with the arrows facing the pick-up point (street or alley). Always keep the lid closed. This will keep animals, rain, snow, and ice out, refuse and odors in the cart. Do not place your cart close to obstructions such as mailboxes, utility poles, fire hydrants or parked cars.

AFTER COLLECTION

Do not leave your cart at the curb/street. To help maintain the appearance of your neighborhood, remove your cart as soon after collection as possible. Your new cart is designed to be stored in your garage or other convenient location next to your home. Be careful to not store your cart close to a grill, fireplace or other source of excessive heat.





BULKY WASTE

BULKY WASTE COLLECTION BY APPOINTMENT

Bulky waste will be picked up once per week in the collection areas. Items must originate from the resident's household. Bulky items for collection should not be filled with garbage or other waste.

ACCEPTABLE BULKY WASTE include: furniture, white goods (appliances such as ovens, refrigerators, water heaters, washing machines, dryers, etc.), tires (maximum of 4 tires per household), carpet (less than 4 feet in length, rolled and tied) and construction material (limited to 25 pounds or less).

UNACCEPTABLE BULKY WASTE include: asbestos containing material, lead acid batteries, hazardous, infectious or medical solid waste, fluid containing drums, gas cylinders, car parts in excess of 25 pounds, un-bagged leaves and yard waste, tree limbs or branches (more than 4 feet in lengths and not properly bundled), construction material in excess of 25 pounds, concrete, concrete blocks, or bricks. Any amount of construction material generated by a contractor working on a resident in not accepted.

Bulky waste shall be placed in front of the resident's property, between the sidewalk and the street curb. Bulky waste should not be placed in the sidewalk or street, next to fire hydrants, on top of water meters or behind any obstruction or barrier. It should not be placed within 5 feet of any fixed object, garbage cart or in any manner that would interfere with or be hazardous to pedestrians, bicyclists or motorist.



ANTI- NOISE, DUST & LITTER PROCEDURE

Metro Service Group Inc., is *committed* to providing a safe and clean work environment for its employees as well as the residents of our service area. Our state-of-the- art fleet of late model vehicles meets the most stringent regulations of the U.S. Department of Transportation, EPA, OSHA, and the Louisiana Department of Environmental Quality. Metro's vehicles are fully closed, leak-proof, packer-type trucks equipped with a broom, shovel, rake and dust pan in the event of spillage. For the up-keeping of our vehicles and equipment, Metro operates a full service maintenance and repair shop to assure that all vehicles go out daily in good repair, appearance, and the best sanitary condition. All operating vehicles are washed twice per week, while in service and all other equipment is washed once per week.





REGAINING THE CONFIDENCE OF DIS-SATISFIED CUSTOMERS

Metro Service Group Inc., identifies and tags a dis-satisfied customer and immediately dispatches a representative for a face to face visit. Resolution of the problem is undertaken immediately. The customer remains on our flagged list until a history of satisfaction is recorded.



SPECIAL ASSISTANCE FOR DISABLED RESIDENTS

Metro Service Group Inc., works in conjunction with the local municipality in order to identify individual that may be handicapped or disabled that may need special assistance with their weekly waste collections. Once the individuals are identified by the city, Metro will assist with the retrieval and replacement of their carts.



EMERGENCY CONTINGENCIES

In the event of extreme weather events, pending natural disasters, or any other events that may lead to a disruption of service, Metro Service Group Inc., will notify all impacted customers via various media outlets such as radio and television public service announcements, our website, and automated calling. If in the event of a government declared emergency, Metro will initialize our internal emergency plan that may call for the evacuation of personnel and the security of equipment. Metro also stands ready to assist local and state governments with our disaster response capabilities. Once the emergency situation has subsided, we will resume normal operations.



PERSONNEL MANAGEMENT

Explain how the Service Provider ensures that personnel performing the Services are qualified and proficient.

Prospective employees are chosen current City employees, applications or referrals from current employees. The basic requirements for employment are:

Successfully interview;

Have prior experience in the position applied for;

Verifiable references;

Have a current CDL and medical card, if applicable;

Clear driving history, if applicable;

Capable of passing a driving test given by the supervisor, if applicable;

Pass a pre-employment DOT drug test, if applicable.

Describe the Service Provider's training programs and policies for individuals who are involved in providing services. How frequently are these programs and policies reinforced?

Employees will receive an Employee Handbook that clearly explains all of the company policies. All new hires will receive an orientation from the supervisor and given PP&E supplies. The topics discussed during orientation include, but are not limited to:

- Importance of adhering to all policies;
- Be alert to possible safety hazards and report these to your Supervisor immediately.
- Report all injuries or accidents immediately to your Supervisor.
- Know your job and how to do it safely.
- Work according to the safety rules set forth under this safety program.
- Do not work under the influence of alcohol or drugs.
- Use all safety devices provided for your protection.
- Wear suitable clothing and proper shoes or footwear.
- Report unsafe conditions and all injuries to your immediate Supervisor.
- Horseplay, fighting, gambling, possession of firearms, possession or use of alcohol or drugs will not be permitted.
- Lift correctly. Get help on the heavy loads. Use equipment as needed.
- Keep clear of moving loads and operating equipment.
- Do not operate vehicles or equipment that you are not authorized to operate.
- Fasten seat belts at all times while driving any vehicle or as a passenger in a vehicle, while on company business.

Additionally, drivers will receive weekly tool box meetings that over topics which includes but not limited to:

- Lockout-Tagout
- Avoiding Slips, Trips and Falls
- Eye Protection
- Fire Protection

Metro Disposal Drug Testing Policy

The use of alcohol, drugs or other medications and controlled substances that can affect your senses and responses during working time and while on Metro Disposal property or in vehicles is strictly prohibited. It is a proven fact that drugs are dangerous; they are major contributors to industrial accidents and time lost from work; they interfere drastically with work performance and safety; they are a major cause of crime, so we are very serious about them

Employees are subject to a physical examination and medical test to determine the presence or use of alcohol or drugs, if any. These tests may take place on a random, unannounced basis, after accidents involving property damage or injury, or whenever an employee's conduct gives management a reasonable suspicion that the employee may have alcohol or drugs in his or her system. Any employee who, as a result of testing, is found to have identifiable levels of a prohibited drug or substance in his or her system, regardless of when or where the drug or substance entered the employee's system, will be considered in violation of Company policy, and will be removed from the premises and subject to disciplinary action, including discharge, or, at the Company's discretion, given the opportunity to receive treatment for a substance abuse disorder.

All employees refusing to cooperate in any search or inspection or examination or screening test will be subject to immediate discipline, including discharge.

Under Louisiana law, any employee who tests positive for drug or alcohol use, or refuses to take a drug or alcohol test, can be denied worker's compensation and unemployment benefits.

STATEMENT OF POLICY ON EQUAL EMPLOYMENT OPPORTUNITY

Metro will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, or national origin.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs and all other conditions and privileges of employment in accordance with applicable federal, state and local laws.

It is the policy of Metro to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). Metro will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. Metro Disposal also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense.

Any employee, including directors, involved in discriminatory practices will be subject to discharge.

Describe the approach that the Service Provider will use to provide employment opportunities to any displaced City employees resulting from this procurement.

Metro will assist displaced City employees with locating similar type work by utilizing the City/State Workforce Commission. In the case where employees want a career change, Metro will assist the employee in finding a job training program. Additionally, Metro will maintain a database of employees and will call them for an interview if a position that they are qualified for becomes available. We have attached a separate transition plan.

What type of dress code is required?

Upon successful completion of their probation, the employees are given the official company uniform, dark gray Dickey tops and bottoms. The company name and other markings are on the top in gray reflective tape. The employee name is sewn to the shirt. In the interim, employees will wear shirts that identify them as Metro employees.

Describe how the Service Provider handles additional staffing needs for vacations, illnesses, resignations, etc.

The supervisor is required to have a CDL and current medical card. In the case of a driver's illness while on the route, the supervisor will complete the route. To cover a scheduled vacation or an extended illness, the routes will be adjusted to ensure completion of all routes. We will begin the interviewing process, using the criteria previously discussed, to fill any vacancy that results from a resignation. Our preference will be to hire any qualified City employee that may have been displaced resulting from the procurement.

Has the Service Provider had workers compensation issues within the last five (5) years? Describe the circumstances and the resolution of the issue(s).

No.

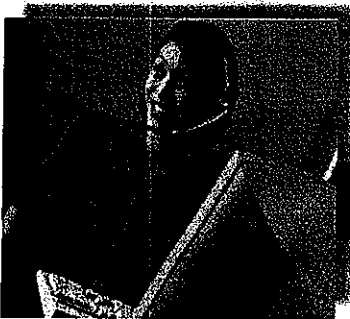
Has the Service Provider been the subject of a dispute or strike by organized labor within the last five (5) years? Describe the circumstances and the resolution of the dispute.

No.



CUSTOMER NOTIFICATION PROCEDURES

Metro Service Group Inc., will utilize media outlets and our website to regularly notify all customers about compliant procedures, regulations, day9s) for collection and any changes that may occur in service schedules. In addition to the website, notices may be in the form of newspaper advertisement, public service announcements or printed material distributed by Metro Service Group to all units serviced.





5180

NOTICE

DATE _____

ADDRESS _____

DEAR RESIDENT,

It is our goal to keep your neighborhood as clean as possible. To achieve this goal, we need your help. Please help by securing your trash in the proper manner.

We were unable to pick up your item or trash pile for the reason(s) checked below:

1. ☐ Items must be secured in bundles.
2. ☐ Items must be 6 feet in length.
3. ☐ Items must be less than 2 feet in diameter.
4. ☐ Items must be less than 75 pounds in weight.
5. ☐ Loose material must be in garbage cans, bags or other approved containers.
6. ☐ Items must be placed curbside for collection.
7. ☐ Other _____

Tear off and turn in with daily report

Address: _____

Reason: 1 2 3 4 5 6 7

Date _____ Time _____

Signature _____

5180



MONTHLY REPORT FORMAT

Metro Service Group Inc., will provide monthly reporting commencing upon Agreement signing. These reports will be in compliance with the specifications from the City of Hattiesburg, Department of Sanitation. The reports will be produced directly from the central database used to house all Metro Service Group's collection and complaint information.

MONTHLY REPORTS

Metro Service Group will provide a Monthly Report on work completed for the previous month. The Monthly Report shall be submitted no later than the (10th) day of the calendar month following the month being reported, and included with Metro Service Group's invoice to the Department. The format shall be approved by the Director before the start of the work. Metro Service Group shall attest to the accuracy of the information in the report. At a minimum, the report shall contain the following information:

- The actual number units is collected that billing period
- A collection receptacle report (hard and electronically) showing the status of all collection receptacles and related information. consistent with the monthly invoice
- List of missed pick-ups and resolution
- Summary of complaints and complaint resolution
- Comments or unusual occurrences
- Summary of additional services authorized by the Department with name of City rep who authorized service
- Metro Service Group's recommendations for improvements to the Solid Waste Collection Services



INVOICING

Metro Service Group will invoice the City within (10) days following the end of each month for services rendered that month. Metro Service Group's invoice shall be delivered by email to the Director of Sanitation for approval and include the following:

(1) Cover sheet summarizing the invoice

- Billing period
- Units and litter cans serviced
- Listed by address, units or litter cans added or deleted from previous billing
- Other services
- Extension in total dollars of the invoice

(2) For collection services, a detailed invoice in a format approved by the city with the following breakdown:

- Total number of private serviced locations with 95 gallon carts and corresponding fee
- Total number of private serviced locations with other total location capacity with corresponding fee
- Assigned "Scheduled Event" collections with corresponding fee
- Assigned collections for "declared emergencies" with corresponding fee
- Total Cost of monthly collection and total invoiced cost

(3) The collection services data contained in the invoice documentation will be supplied from the central Metro Service Group SQL database and, therefore, can be audited back through the database.

The invoice will count service locations approved and receiving services on the 15th of the invoiced month.

(4) The invoice shall include the signature of Metro Service Group's representative verifying the accuracy of the invoice and charges and documentation of written approval of special events or emergency collection services.

BID BOND

Travelers Casualty and Surety Company of America
One Tower Square 3PB, Hartford, CT 06183

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, Metro Service Group Inc, as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America, of One Tower Square 3PB, Hartford, CT 06183, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hattiesburg, Mississippi, as Obligee, hereinafter called the Obligee, in the sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Residential Solid Waste Collection Services.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22 day of January, 2014.

[Signature]
Witness

Metro Disposal Inc.
By: [Signature] (Seal)
Glenn H Woods Principal

[Signature]
Witness

Travelers Casualty and Surety Company of America
By: [Signature] (Seal)
Michael Simon Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Travelers Casualty and Surety Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225701

Certificate No. 005751950

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael Simon, and Danielle Simon

of the City of New Orleans, State of Louisiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of January, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

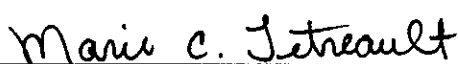
By: 

Robert L. Raney, Senior Vice President

On this the 6th day of January, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

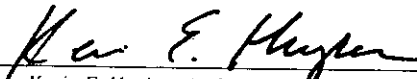
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22 day of January, 2014.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2012

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 65,614,963	UNEARNED PREMIUMS	\$ 785,711,895
BONDS	3,754,152,718	LOSSES	944,556,964
INVESTMENT INCOME DUE AND ACCRUED	50,620,355	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,315,710
OTHER INVESTED ASSETS	243,572,491	LOSS ADJUSTMENT EXPENSES	559,884,307
PREMIUM BALANCES	198,368,364	COMMISSIONS	21,976,766
NET DEFERRED TAX ASSET	97,279,574	TAXES, LICENSES AND FEES	61,327,651
REINSURANCE RECOVERABLE	13,808,924	OTHER EXPENSES	22,983,597
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	5,705,078	FUNDS HELD UNDER REINSURANCE TREATIES	95,072,940
RECEIVABLES FOR SECURITIES	4,077,723	CURRENT FEDERAL AND FOREIGN INCOME TAXES	13,013,431
UNDISTRIBUTED PAYMENTS	4,331,281	REMITTANCES AND ITEMS NOT ALLOCATED	8,699,760
OTHER ASSETS	476,991	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	27,914,735
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,129,799
		POLICYHOLDER DIVIDENDS	6,701,388
		PROVISION FOR REINSURANCE	6,397,371
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	45,855,798
		PAYABLE FOR SECURITIES	5,225,141
		PAYABLE FOR SECURITIES LENDING	5,705,078
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(40,844,460)
		ESCHEAT LIABILITY	521,944
		OTHER ACCRUED EXPENSES AND LIABILITIES	725,085
		TOTAL LIABILITIES	\$ 2,576,874,900
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,390,749,801
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,831,033,561
TOTAL ASSETS	\$ 4,407,908,462	TOTAL LIABILITIES & SURPLUS	\$ 4,407,908,462

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

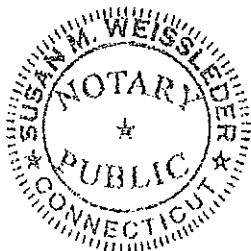
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2012.

Michael J. Doody
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
20TH DAY OF AUGUST, 2012

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2012



ADDENDA RECEIPT CONFIRMATION FORM

City of Hattiesburg Residential Solid Waste Collection Services

Please fax this form upon receipt of addenda to the City of Hattiesburg:

City Clerk
200 West Front Street
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4550
or 601-545-4680
Fax: 601-545-4605
E-mail: ceverett@hattiesburgms.com

ADDENDUM #: DATE ADDENDUM AVAILABLE:

N/A

I certify that this Proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

Glenn H. Woods 1-22-14
(Please Print Name) Date

[Signature]
Authorized Signature

President
Title

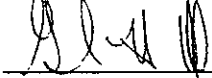
Metro Service Group, Inc.
Service Provider Name

SERVICE PROVIDER AND INSURANCE AGENCY STATEMENT FORM

City of Hattiesburg "Residential Solid Waste Collection Services"

We understand the insurance requirements of the RFP, and the evidence of insurability for our client shall be provided prior to Contract execution. If our client is awarded the Contract, we agree to provide the City with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring Service Provider.

Service Provider



Signature of Service Provider

Metro Service Group, Inc.

Name of Service Provider

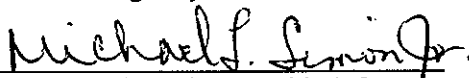
9641 Old Gentilly Rd
New Orleans, LA 70127

Address

(504)-526-2331

(Area Code) Telephone Number

Insurance Agency



Signature of Service Provider's Insurance Agent

Ii Management Group Corp

Name of Agency

201 St. Charles Avenue
New Orleans, LA 70170

504-270-5823

FORM 4-A

COLLECTION SERVICES COST PROPOSAL

THIS FORM SHALL BE EXECUTED AND MADE A PART OF THE PROPOSAL

Proposed Cost for Residential Collection Services for the 9,500 Service Units (S.U.), more or less, within the boundaries of the City of Hattiesburg where Contractor agrees to provide all equipment, personnel, and supplies, including Collection Vehicles and services. Proposed cost includes all aforementioned requirements.

Services Proposed: Collection of MSW. Rubbish Waste. Bulky Waste and Recyclables at the curb alley ect -three C31 year Contract Term

Type of Service	Cost/Service Unit	Total Annual Cost
Curbside MSW Collection	\$11.15 /S.U./month	\$1,418,280.00
Bulky Waste	\$0.95 /S.U./month	\$120,840.00
Rubbish Collection	\$3.77 /S.U./month	\$479,544.00
Rubbish Disposal	\$1.70 /S.U./month	\$216,340.00
Recycling	\$1.79 /S.U./month	\$227,688.00
Total		\$2,462,592.00
Special Collection	\$T.B.D. /S.U./City Request	

The Contracted Price shall be held fixed for the Contract term.



 Authorized Signature

President

 Title

1-22-2014

 Date



SPECIAL CIRCUMSTANCES PROCEDURE/EMERGENCY PLAN

NORMAL CONTINGENCIES

In the event of extreme weather events or any other events that may lead to a disruption of service, Metro Service Group Inc., will notify all impacted customers via various media outlets such as radio and television public service announcements, our website, and automated calling. If in the event of a government declared emergency, Metro will initialize our internal emergency plan that may call for the evacuation of personnel and the security of equipment. Metro also stands ready to assist local and state governments with our disaster response capabilities. Once the emergency situation has subsided, we will resume normal operations.

MANMADE OR NATURAL DISASTER RECOVERY

Metro Service Group Inc. is a "lead" company in the United States, who was charged with the responsibility of disaster debris cleanup and management for the largest catastrophic event this country has ever experienced. Metro understands the complexity of various waste streams and has the expertise on staff to access, develop and implement a plan for responsible, safe and efficient mitigation.

In the event of any manmade or a natural disaster, Metro has a portfolio of "what if" scenarios with detailed procedures to put into practice or to act upon. We have available, either internally or through a network of fellow contractors (in the Disaster Recovery Business), the necessary resources to oversee and respond to the needs of the City. Metro has in place alternative communication, equipment and resources to get the job done.

In any unexpected circumstance, Metro believes ultimate results can be achieved by following "The Metro 3 Step Process to Successful Execution."



1. Assessment & Planning

Metro knows that the key factor to successful planning, implementation and execution depends largely upon an accurate and thorough assessment.

- What event took place?
- Where did it happen?
- When did it happen?
- Who is involved?
- What elements are involved?
- What is the size of this event?
- What equipment / material(s) are needed?
- How much man power?
- Are there any other factors / circumstances involved?
- What is our time frame to complete this job?
- When can we start?

2. Gather Resources

After proper assessment and planning, Metro can gather the necessary resources to execute the job in the most speedy and efficient manner.

3. Get the Job Done

Metro understands that time and safety is key elements in getting the job done.



CITY OF HATTIESBURG WASTE COLLECTION SERVICE REQUEST FOR PROPOSAL

EMPLOYEE TRANSITION PLAN

The METRO SERVICE GROUP understands that when a service contract is rebid or expires, and a follow-on contract is awarded for the same service, at the same location, the successor contractor or its subcontractors often hires the majority of the predecessor's employees.

METRO is aware that all economic indicators including increased efficiency are best served when the successor contractor hires the predecessor's employees. A carryover work force reduces disruption to the delivery of services during the period of transition between contractors which in turn provides us and our clients the benefits of an experienced and knowledgeable work force that is familiar with the current collection protocols, equipment, and disposal facilities. Once trained in the METRO system of operations the transition should be seamless.

Thus, as a matter of METRO policy, when we secure a contract for waste collection and recycling services where there is a workforce already in place, performing the same or similar services at the same location, we will offer those employees employed under the predecessor contract, a right of first refusal of employment under the contract in positions for which they are qualified. Further, we will not advertise employment openings under the contract until such right of first refusal has been provided.

METRO's Right of First Refusal of Employment includes:

- ❖ Metro Service Group shall give City of Hattiesburg Sanitation Department personnel who have been or will be adversely affected or separated as a result of award of the contract the right of first refusal for employment openings under the contract in positions for which they are qualified.
- ❖ Within 7 days after contract award, the City of Hattiesburg will provide to METRO a list of all city personnel who have been or will be adversely affected or separated as a result of award of this contract.
- ❖ Within 7 days after the initial interview of an impacted employee an acceptance or rejection must be provided to METRO by the impacted employee.
- ❖ METRO shall report to the City of Hattiesburg the names of individuals identified on the list that is hired within 30 days after contract performance begins.

JIMMIE M. WOODS, SR.,
Chief Executive Officer
Metro Service Group, Inc.



Jimmie M. Woods, Sr., co-founder and Chief Executive Officer (hereinafter "CEO") of Metro Service Group, Inc., formerly known as Metro Disposal, Inc., (hereinafter "Metro") began his career in the solid waste management field as a youth working along the side of his father, Johnnie Woods, Sr. In 1982, with a single truck, acquired with savings from their earnings, his father, his brother Glenn Woods, Sr. and he formed Metro. After years of working in every aspect of his family's business, in 1989, his brother, Glenn H. Woods, Sr., and he incorporated Metro, as a New Orleans, Louisiana domiciled company. With the help of family members, over the past thirty-one (31) years, Metro has become one of the largest independently owned solid waste management companies in the Gulf South.

Through the vision and leadership of Mr. Woods, Metro has been propelled from a small start-up, family-run business, into a multi-million dollar corporation. In early 2013, the board of directors changed the name of the company to Metro Service Group, Inc., in order to reflect the vast array of services, other than waste disposal, offered by Metro.

As a direct result of Mr. Woods' strategic leadership, Metro became the first private corporation, in the greater New Orleans area, to convert its fleet to compressed natural gas ("CNG"). Mr. Woods was directly responsible for overseeing the construction of Metro's CNG facility located on Metro's property.

Mr. Woods has working relationships with industry experts in every area of solid waste management. He is an active member of the Solid Waste Association of North America. In addition to his professional associations and memberships, he is an active member of his community through his service as a board member on the New Orleans Chamber of Commerce, the New Orleans Regional Black Chamber of Commerce and a member of the Greater New Orleans Business Council. He has previously served on numerous municipal and community boards, offering his expertise and knowledge to government officials, community leaders and residents, advising them on ways to protect air, water and other natural resources.

Today, Metro Service Group, Inc. is one of the region's foremost leading corporations in government and commercial contracting, as it relates to solid waste collection, demolition, debris removal, landfill management and operations, disaster response services, waste recycling management and marketing. Notwithstanding the work done to date, Mr. Woods is committed to building an even stronger and larger corporation; which would encompass a multi-state, and ultimately an international operation offering world-class services and products to clients across the nation and around the world.

Key Qualifications

- (30) Years' experience in the waste business
- Expert in Urban Waste Management and Disposal
- Waste management cost estimation
- Equipment selection and management
- Maintains a working knowledge of state, federal and local Department of Environmental Protection, EPA, CLERCLA and RICRA compliance.
- Possesses a thorough knowledge of engineering and technical elements of waste management

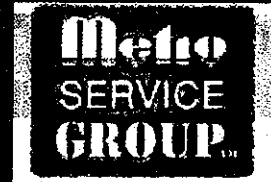
Affiliations

- Board member on the New Orleans Chamber of Commerce
- The New Orleans Regional Black Chamber of Commerce
- Member of the Greater New Orleans Business Council

Experience

Metro Service Group: 1982
Present

GLENN H. WOODS, SR.
President
Metro Service Group, Inc.



Glenn H. Woods, Sr., co-founder, and President of Metro Service Group, Inc., formerly known as Metro Disposal, Inc., (hereinafter "Metro") began his career in the solid waste management field as a youth working along the side of his father, Johnnie Woods, Sr. In 1982, with a single truck acquired with savings from their earnings, his father, his brother Jimmie Woods, Sr. and he formed Metro. After years of working in every aspect of his family's business, in 1989, his brother Jimmie Woods, Sr., and he incorporated Metro, as a New Orleans, Louisiana domiciled company. With the help of family members over the past thirty-one (31) years, Metro has become one of the largest independently owned solid waste management companies in the Gulf South. In early 2013, the board of directors changed the name of the company to Metro Service Group, Inc., in order to reflect the vast array of services, other than waste disposal, offered by Metro.

Mr. Woods provides day-to-day guidance, oversight, and leadership of Metro's private sector contracts, as well as regional and municipal contracts. His overall administration addresses the daily management of subcontractor relationships and corporate staffing for field operations, solid waste collection, and waste management functions. Mr. Woods works closely with financial advisors to ensure Metro maintains financial soundness and is compliant with contracts. He builds and executes strategic goals with successful results. His executive leadership creates the opportunity for Metro to provide continued efficient solutions to the needs of clients on a daily basis.

Together with his brother, Jimmie Woods, Sr., Mr. Woods personally manage the selection and training of all key personnel; as well as, control critical budget and strategic decisions of Metro.

Today, Metro Service Group, Inc., is one of the region's foremost leading corporations in government and commercial contracting, as it relates to solid waste collection, demolition, debris removal, landfill management and operations, disaster response services, waste recycling management and marketing. Notwithstanding the work done to date, Mr. Woods is committed to building an even stronger and larger corporation; which would encompass a multi-state, and ultimately an international operation offering world-class services and products to clients across the nation and around the world.

Key Qualifications

- (31) Years' experience in the waste business
- Strong financial and analytical skills
- Waste management cost estimation
- Project Management

Affiliations

- Solid Waste Association of North America ("SWANA"),
- Independent Waste Hauler's Association,
- New Orleans Chamber of Commerce
- New Orleans Regional Black Chamber of Commerce.

Experience

Metro Service Group: 1982
Present

CHUCK CARR BROWN, Ph.D.

Vice-President



Dr. Brown has over 32 years of experience in environmental, regulation emergency response, risk analysis, research, governmental relations, business development and waste management.

DEBRIS/WASTE MANAGEMENT EXPERIENCE :

Waste Management

- Knowledge and understanding of the all Sub Title D landfill rules and regulations
- Ensured the compliance of 27 Type I Industrial and Municipal landfills and 34 Type III Construction and Demolition (C & D) landfills as an environmental regulator
- Managed over 409 Temporary Storage, Reduction, and Disposal sites during a single emergency response situation
- Assignment and management of personnel

Loading and Hauling

- Immediate and effective emergency response time
- Appropriate allocation of resources (equipment and personnel), as needed
- Implementation of Regulatory Compliant Debris Removal Process

Debris Management

- Organization and assignment of pick up and drop off of debris load
- Process of debris load pick-up and drop-off
- Supervise process and ensure compliance for accurate municipality reimbursement

Worksite Management

- Control and Mitigation of Traffic, Noise, and Dust for Regulatory Compliance
- Regulation and Establishment of Buffer Zones
- Supervision of Erosion Control
- Oversight of Proper Site Clean-Up, Clearance, and Restoration of Work Site
- During Hurricanes Katrina and Rita, Dr. Brown authorized over 400 hundred debris management sites while facilitating the safe disposal of **62.5 million** cubic yards of disaster debris and brought forth a disaster debris management plan which highlights a hierarchy of debris management options.
- During Hurricane Gustav, Dr. Brown assisted with the debris management for the City of Baton Rouge and the Parish of East Baton Rouge Louisiana, safely addressing more than **2 million** cubic yards of debris.
- During Hurricane Ike, Dr. Brown managed the white goods decommissioning in Cameron Parish Louisiana.
- During the aftermath of the tornados that struck Birmingham, Alabama, Dr. Brown assisted with Technical Assistance.
- During the aftermath of the tornados that struck Joplin, Missouri, Dr. Brown assisted with the removal of debris.

Key Qualifications

Waste Management Certifications

- Class A Landfill
- Surface Impoundments
- Land Farms
- Incinerators
- Refuse Derived Fuel Facilities
- Transfer Stations
- Construction/Demolition and Wood Waste Facilities
- Composting Facilities
- Separation Facilities.

Education

Ph.D., Public Policy/Environmental Policy
Nelson Mandela School of Public Policy and Urban Affairs
Southern University & A & M
College Baton Rouge, LA 2003

Masters, Public Administration
Southern University & A & M
College Baton Rouge, LA 1998

B.S., Chemistry
University of Southern Mississippi
Hattiesburg, Mississippi 1980

Years' Experience

Metro Service Group: 2013 - Present
Brown & Associates: A Private Firm
2009 - Present
Franklin Industries, LLC 2008- 2010
Louisiana Department of
Environmental Quality 2004 - 2008
ExxonMobil Chemical Company
1981- 2004

During his role as an Environmental Regulator, Dr. Brown enhanced both Air Quality and Water Quality oversight. Regarding Air Quality, he has conducted modeling to show air toxic violations and conducted air sampling and permitting activities consistent with laws and regulations; In the Water Quality arena, Dr. Brown has conducted modeling of water, water sampling, water quality sampling assessment, and water permitting activities consistent with laws and regulations; completed water analysis and policy assessment and interpretation of the Clean Water Act; and he has executed wastewater regionalization planning and storm water prevention, as well as planning emergency water management. His environmental services experience includes multiple areas such as the following:

Air Quality

- Air Toxic Modeling
- Air Sampling
- Air Quality Policy Assessment for Cap & Trade and Clear Air Interstate Rule (CAIR)
- Air Permitting
- Data Analysis
- Non-Attainment and Attainment Criteria
- Greenhouse Gas/ Global Warming Evaluation
- Clean Air Act Interpretation

Water Quality

- Modeling
- Water Sampling
- Water Quality Certification
- Water Permitting
- Water Analysis
- Water Policy Assessment
- Clean Water Act Interpretations
- Waste Water Regionalization Planning
- Emergency Water Management
- Storm Water Prevention Planning

Phase I Environmental Site Assessments

- Assessor
- Remediation Planning
- No Further Action Determinations

Ecological Services

- Wetland Assimilations Strategy
- Coastal Restoration Initiatives
- Wildlife Habitat Management

CHARLES L. BROWN, SR.

Operations Director



Mr. Brown has over 40 years of experience in waste management operations.

WASTE MANAGEMENT EXPERIENCE :

METRO SERVICE GROUP

NEW ORLEANS, LOUISIANA

2005 – PRESENT *Operations Director*

Responsible for the overall management of field operations for solid waste collection, including the fleet management for all equipment and personnel providing solid waste collection services. Responsibilities include the coordination and management of waste collection equipment throughout the city of New Orleans as well as other municipalities adhering to contract compliance requirements.

CITY OF NEW ORLEANS

NEW ORLEANS, LOUISIANA

1998-2004 *Operations Superintendent*

Responsibilities include but not limited to all aspects of garbage and trash collection in the City of New Orleans as well as overseeing day-to-day operations of the following activities:

- Garbage/Trash Collection throughout the City of New Orleans
- Customer Service Residential/Commercial
- Illegal Dumping within (City Limits)
- Recycling Program
- Implemented Tire Recycle Program within State and Federal Guidelines
- Enforcement of City awarded Contracts as related to trash and garbage disposal (City of New Orleans)
- Work closely with City Tourism Department, Downtown Development District, French Quarter Association, Mardi Gras Parades and many various special events to ensure proper trash/garbage removal before, during, and after events.
- Mechanical Street Sweeping and Equipment.

1994-1998 *Acting Operations Superintendent*

Duties included executing daily operations of New Orleans Sanitation Department.

1986-1994 *Labor Supervisor III*

- Supervised 85 employees. 20 Equipment Operators and 65 General Laborers within the Sanitation Department.
- Oversaw all aspects of sanitation for New Orleans city streets and Downtown Development District.
- Responded to written and telephone complaints and requests from Commercial and Residential districts.
- Successfully handled day-to-day operations of Holiday and Festival Parades including Mardi Gras.
- Prepared tonnage, payroll, accident, injury and vehicle reports.

1982-1986 *Transfer Station Support Supervisor II*

- Supervised day-to-day activities for 20 employees. 15 Tractor-Trailer Drivers and 5 General Laborers.

1973-1982 *Equipment Operator III*

- Operated Overhead Electrical Cranes, Transfer Station Control Room, Tandem Dump Truck, Tractor-Trailer, Front End Loaders, Machine Street Sweepers and Street Flushers.

Key Qualifications

Waste Management Certifications

- License Board Examiner of Operating Engineers @29852
- CDL Class A License

GEORGE CARTER

Route Supervisor/Operations Superintendent



Mr. Carter has over 10 years of experience in waste management operations and 20 years of experience as a project manager.

WASTE MANAGEMENT EXPERIENCE :

METRO SERVICE GROUP

NEW ORLEANS, LOUISIANA

2003 – PRESENT

Route Supervisor/ Operations Superintendent

- Responsible for the overall management of the daily activities of the workforce
- Responsible for material and equipment deliveries
- Responsible for record keeping of daily progress
- Through delays and peak times, maintains an adequate amount of laborers
- Coordinates all activities among contractors
- Responsible for the development of back up contingency plans.

HOUSING AUTHORITY OF NEW ORLEANS

NEW ORLEANS, LOUISIANA

2001-2003

Project Inspector

JEFFERSON PARISH HOUSING FOUNDATION

KENNER, LOUISIANA

1997-2003

Construction Manager

JEFFERSON PARISH YOUTH BUILD

KENNER, LOUISIANA

1995-1997

Construction Manager

O'SHANO CONSTRUCTION

NEW ORLEANS, LOUISIANA

1993-1995

Forman

Key Qualifications

Certifications

- Lorman Education Services Continuing Construction Education
- FHA Inspector
- HQS Inspector
- Section 8 Inspector
- Jefferson Parish Community Development
- Jefferson Parish Housing Authority

WANDA W. BERGERON

Finance Administrator



Ms. Bergeron serves as Vice President of Administration of Metro Disposal Inc. She is responsible for the overall management and operation of office personnel as well as budget development and administration. Ms. Bergeron directs long- term and short-term planning processes for areas such as budget, contingency, human resources, growth, policy, safety, and strategic issues. She develops and communicates planning assumptions and guidelines. She gathers various inputs and integrates diverse plans, as well as priorities and monitor activities to ensure adherence.

- Responsible for the overall management and operations of office personnel
- Implement Company Policies and Procedures
- Supervision of Information Systems
- Coordination and Scheduling of Senior Management Meetings
- Responsible for Budget Development and Administration
- Prepare Accounting Documents
- Prepare Cost and Operational Reports
- Assist with Special Projects

Key Qualifications

- (31) Years' experience in the waste business
- Strong financial and analytical skills
- Waste management cost estimation
- Project Management

EDUCATION

XAVIER UNIVERSITY, NEW ORLEANS,
LA B.S., ACCOUNTING -1981

Experience

Metro Service Group: 2001
Present



Mitchell J. Landrieu
Mayor

CITY OF NEW ORLEANS

**DEPARTMENT OF SANITATION
1300 PERDIDO STREET
SUITE 1W03
NEW ORLEANS, LA 70112**



Cynthia Sylvain-Lear
Director

January 2, 2014

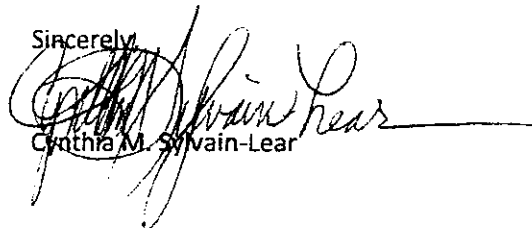
To Whom It May Concern:

Metro Disposal, Inc. has provided curbside solid waste collection services to areas of the City of New Orleans for approximately seven years under a direct contract with the City. Prior to that time, they provided curbside collection services as a subcontractor to another solid waste company. They were also selected by a competitive bidding process to provide solid waste collection services to City-owned buildings in 2010. In 2011, Metro Disposal worked with the City to successfully resume curbside recycling. In 2012, they provided major debris removal services in the aftermath of Hurricane Isaac. During that time, they collected and disposed of over 9,700 tons of debris while effectively managing crews and equipment. They have also provided supplemental clean-up services involving crews and equipment after a number of special events such as Mardi Gras.

In each case, Metro Disposal, Inc. has provided quality services and they have been very responsive to the needs of our community. Their staff has worked very effectively and professionally to provide resolution to issues. They maintain a reliable database for tracking purposes.

They have consistently worked in partnership with the City in its efforts to improve the quality of life of its citizens.

Sincerely,



Cynthia M. Sylvain-Lear

"An Equal Opportunity Employer"



ST. JOHN

THE BAPTIST PARISH

Natalie Robottom
Parish President

Office of the Parish President

July 19, 2013

TO WHOM IT MAY CONCERN:

Please accept this letter as my support and reference on behalf of Metro Service Group/ Metro Disposal, Inc. Metro Disposal has provided quality services to our household customer and commercial customers in St. John the Baptist Parish for more than 15 years.

Metro Disposal, Inc. and its staff has always been very responsive to the needs of our community. They have worked very closely with Parish staff following major disasters that devastated our community. Their professional assistance with removing large volumes of debris efficiently and expeditiously has been exceptional. We appreciated the way they worked with St. John and state officials, along with federal agencies to expeditiously remove tons of debris, while providing daily progress reports to keep key officials and residents informed. It was a relief to have such a work force come in with such professionalism in removing the storm-related debris.

Their performance, quality of work and professionalism would be an asset to any community seeking solid waste services. I am pleased to strongly and highly recommend Metro for any Disaster Response work, no matter the size or complexity of the project.

If you have any questions or need additional information, please do not hesitate to contact my office at 985-652-9569.

Very sincerely,

A handwritten signature in cursive script that reads "Natalie Robottom".

Natalie Robottom
Parish President



MARK D. SPEARS, JR.
COUNCILMAN, DISTRICT 3
JEFFERSON PARISH

WESTBANK
200 DERBIGNEY STREET
GENERAL GOVERNMENT BLDG., SUITE 6500
GRETN, LOUISIANA 70053
OFFICE: (504) 364-2603 FAX: (504) 364-3704

EASTBANK
1221 ELMWOOD PARK BLVD
JOSEPH S. YENNI BLDG., SUITE 1011
JEFFERSON, LOUISIANA 70123
OFFICE: (504) 736-6591 FAX: (504) 736-6598

TO WHOM IT MAY CONCERN:

Please accept this letter of my support and reference, on behalf of Metro Service Group (Metro Disposal, Inc.). Metro Service Group has provided the highest quality of services in Jefferson Parish to our residence as well as commercial customers for over five years. They have consistently worked in partnership with the Parish in its efforts to improve the quality of life for the community and our many citizens.

In addition, Jefferson Parish and the surrounding Parishes in the Greater New Orleans area needed the capacity and flexibility of Metro's daily waste management services. During the aftermath of the many storms along the Gulf, Metro responded rapidly and professionally to remove large volumes of debris in an effective and efficient manner.

Metro Service Group is truly professionals at their trade, and would be valuable to any community seeking a firm with experience, capacity, and the infrastructure in providing solid waste services. I am pleased to strongly and highly recommend Metro for any disaster response work, no matter the capacity or complexity of the project.

If you have any questions or need additional information, please do not hesitate to contact me at 504-364-2603

Sincerely,

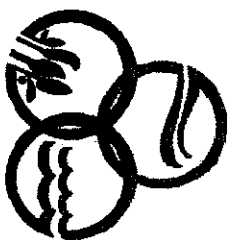
A handwritten signature in black ink, appearing to read "M.D. Spears, Jr.", with a stylized flourish at the end.

Mark D. Spears, Jr.
Jefferson Parish Councilman District 3



STATE OF MISSISSIPPI

The Department of Environmental Quality
Office of Pollution Control



Certificate of Coverage

under the Mississippi statewide general permit for a municipal waste transfer stations

Be it known that

Pine Belt Regional Solid Waste Management Authority

having submitted a complete Notice of Intent is hereby granted this Certificate of Coverage
to operate the *Pine Belt Regional Solid Waste Management Authority, City of Hattiesburg Transfer Station* in

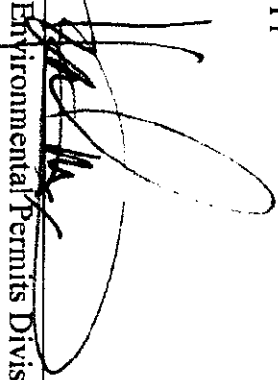
Section: 14, Township: 04N, Range: 13W
Forrest County, Mississippi

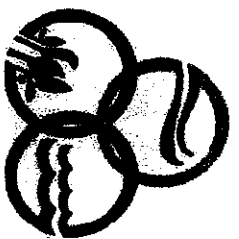
as per the conditions of permit No. SWGP-T1

Certificate No. T1-007

Date Issued: December 05, 2008

Date Expires: September 30, 2017


Chief, Environmental Permits Division



STATE OF MISSISSIPPI
The Department of Environmental Quality
Office of Pollution Control

Certificate of Coverage

under the Mississippi statewide general permit for a Class I Rubbish Site

Be it known that

Trashhunters, Inc.

having submitted a complete Notice of Intent is hereby granted this Certificate of Coverage
to operate the *Trashhunters, Inc., Oak Grove Class I Rubbish Site* in

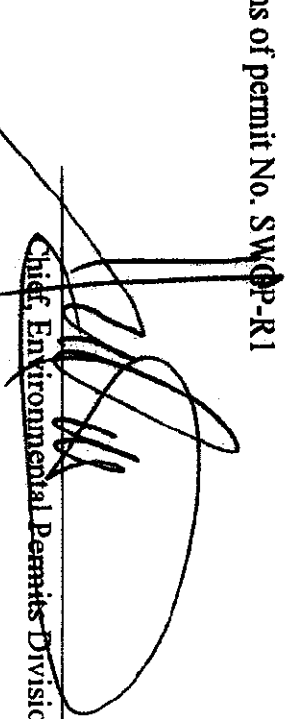
Section: 09, Township: 04N, Range: 14W
Lamar County, Mississippi

as per the conditions of permit No. SWQP-R1

Certificate No. R1-068

Date Issued: August 22, 2007

Date Expires: December 31, 2016


Chief, Environmental Permits Division



SUMRALL RECYCLING SERVICE

175 Todd Road
Sumrall, Mississippi 39482
601-758-0378
Contact: James Poncho
sumrallrecycling@aol.com

**THE FIRST TWELVE (12) TABS OF THE SUBMITTAL BINDER
FOLLOW THE PRESCRIBED FORMAT FOR SUBMISSION AS
LISTED IN SECTION 4 OF THE RFP DOCUMENTS ON PAGE
TWENTY-SIX (26)**

THE ITEMS INCLUDED IN THOSE TABS ARE:

TAB 1-COVER LETTER

TAB 2-EXECUTIVE SUMMARY

TAB 3-PROPOSED SOLUTION

TAB 4-PROPOSED SECURITY

TAB 5-THE REQUESTS FOR PROPOSALS ACKNOWLEDGEMENT FORM

TAB 6-THE ADDENDA RECEIPT CONFIRMATION FORM

TAB 7-THE SERVICE PROVIDER AND INSURANCE AGENT STATEMENT

TAB 8-COLLECTION SERVICES COST PROPOSAL

TAB 9-EMERGENCY PLAN

TAB 10-PROPOSED TRANSITION PLAN

**TAB 11-PROOF OF COMPLIANCE WITH CITY'S WASTE HAULER
ORDINANCE**

TAB 12-EXCEPTIONS TO THE REMAINDER OF THE RFP

**PLEASE NOTE THAT THE REMAINING TABS OF THE SUBMITTAL BINDER CONTAIN
ADDITIONAL INFORMATION AS REQUIRED IN THE RFP DOCUMENTS AS WELL AS
SUPPLEMENTAL INFORMATION TO SOME OF THE TWELVE (12) TABS
ADDRESSED ABOVE.**

	COVER LETTER
	EXECUTIVE SUMMARY
3	PROPOSED SOLUTION/SCOPE OF SERVICES
4	PROPOSAL SECURITY-BID BOND AND LOI
	PROPOSAL ACKNOWLEDGEMENT FORM
6	ADDENDA RECEIPT FORM
7	INSURANCE AGENT STATEMENT FORM
8	COST PROPOSAL FORMS
9	EMERGENCY PLAN
10	TRANSITION PLAN
11	PROOF OF COMPLIANCE W/CITY ORDINANCE
12	EXCEPTIONS TO RFP
13	TRAC EZ PROGRAM
14	RESUMES OF KEY PERSONNEL
15	WASTE PRO CORE VALUES STATEMENT
16	EMPLOYEE HANDBOOK/DRUG FREE POLICY
	QUALIFICATIONS/SAFETY, ETC. INFORMATION
	MUNICIPAL CONTRACT EXPERIENCE
19	LETTERS OF RECOMMENDATION
20	FINANCIAL STATEMENTS
	90 DAY FIRM PROPOSAL STATEMENT
22	DISPOSAL SITES INFORMATION
23	EQUIPMENT LISTS
24	SUBCONTRACTOR STATEMENT
25	MS CERT. OF INS./CERT. OF GOOD STANDING
26	QUALITY CONTROL REVIEW REPORT
27	QUESTIONS/ANSWERS ABOUT RFP
28	BLANK
29	BLANK
30	BLANK
31	BLANK



January 22, 2014

Solid Waste Services Committee
C/O City Clerk
City of Hattiesburg
200 Forrest Street
Post Office Box 1898
Hattiesburg, Mississippi 39401

Dear Committee Members:

Thank you for the opportunity to submit a proposal for residential solid waste collection services within the corporate limits of Hattiesburg, Mississippi. The proposal submitted by Waste Pro meets or exceeds all requirements of your RFP documents-other than those listed in Tab twelve (12).

Waste Pro is recognized by many as the industry leader in residential solid waste collection. That recognition is a result of quality, well-maintained and clean equipment, the best management team in the industry, the employment of the most qualified personnel available to operate our collection vehicles, our dedication to customer service and our commitment to caring for the communities we serve.

The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete to Waste Pro's knowledge. The proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Waste Pro will gladly enter good faith negotiation with the City to arrive at a mutually agreeable contract should you feel the need for such action and is fully cognizant that no pricing adjustments are acceptable during the three year contract period.

Waste Pro and the City of Hattiesburg-a winning partnership! Thank you for your consideration.

Respectfully,

Jimmie Moore,
Municipal Marketing Manager

EXECUTIVE SUMMARY

GENERAL MANAGEMENT PHILOSOPHY

The general management philosophy of Waste Pro is best described by reading the information in the brochure following this sheet. Our corporate motto "Caring For Our Communities" is not just a slogan-it is what we do in the Waste Pro family. Whether a contract involves 250 residential units or 70,000 our daily commitment is to provide the best possible service to each and every resident. Our belief is that our people make the difference and our caring attitude about our customers never goes to waste.

PROJECT TEAM AND POINT OF CONTACT

The project team for the City of Hattiesburg will be comprised of the Regional Vice-President, Municipal Marketing Manager, Division Manager, Office Manager, Route Supervisor, Shop Manager, Collection Vehicle Drivers and Collection Vehicle Helpers.

The point of contact for the City contract will be Bryan Stephens, Division Manager. He will be responsible for all aspects of service-employment and training of drivers and helpers, supervision of those personnel either directly or through the Route Supervisor, customer resolution issues (with assistance of the Office Manager and Route Supervisor), billing, route observations, supervision of shop personnel and Waste Pro liaison to Mayor, City Council and other designated City of Hattiesburg officials.

Bryan reports to the Regional Vice-President, Ralph Mills, who monitors all contracts within his region and ensures the infrastructure needs and support necessary to properly operate a Waste Pro solid waste collection site are in place and readily available.

The Office Manager will be directly involved in the handling of any billing issues and resolution as well as any other resident/City requests or complaints.

The Shop Manager's primary responsibility is the maintenance and repair of collection vehicles to keep the fleet safe, efficient and attractive.

The Route Supervisor will be primarily responsible for the daily direct supervision of collection personnel, route observations of collection vehicles and resolution of resident/City complaints.

The Drivers and Helpers will, of course, be the front line employees physically performing the collection of waste materials placed for collection by City residents.



Where Caring Never Goes to Waste.

**waste pro caring -
from the curb to the
community and
beyond.**

At Waste Pro, we have an unspoken philosophy which defines the culture of our company. You won't find it framed in any boardroom or printed into some glossy annual report. Where you will find it, however, is inscribed into the hearts and minds of everyone who works for Waste Pro. And that simple philosophy is:

**People make the difference
and caring never goes to waste.**

You'll feel this level of caring at the curb, in the community, and especially in our attitude about the environment. Over 50 years ago, Waste Pro's founder John Jennings learned from his father, who was also in the waste business, that garbage is more than trash...it's about trust. It's about treating every customer like they're your only customer and constantly providing service, savings, and partnership.

Today, John Jennings is proud to admit that he recycles many of these same philosophies on a daily basis. Waste Pro is now one of the fastest growing waste companies in the country, with over 2,000 employees, 1.4 million residential customers, and over 115 municipal contracts.

Yet even with the numbers growing at a phenomenal pace, still today the men and women of Waste Pro treat every customer like they are the only customer. Because at the end of the day, at the end of the driveway, garbage is about people - our customers and our employees. And that is the one belief that will never go to waste.

SUMMARY OF SERVICES

Collection of municipal solid waste (garbage), rubbish, bulky waste and recyclable materials (if included in contract) one time per week from residential units within the corporate limits of Hattiesburg, Mississippi. Garbage and rubbish will be collected via 95/96 gallon residential carts, bulky waste via a boom truck or rear end load garbage collection vehicle and recyclable materials via a unit designed specifically for the collection of such materials.

All garbage will be disposed of in one of the City of Hattiesburg designated disposal facilities while rubbish, bulky waste and recyclable material will be disposed of in an appropriate and legal facility designed for that type of material. Documentation of the facilities to be used is included in the Waste Pro proposal binder as required in the RFP documents.

HIGHLIGHTS

One unique program offered by Waste Pro in its proposal is the trac EZ program-which is offered **FREE OF CHARGE** to the City of Hattiesburg. It provides a paperless communication vehicle for real-time management of customer/City requests, service issues and reports.

Anyone with access to the internet can use the program.

Certainly the traditional methods of dealing with the items mentioned above will be available-telephone, fax and email; the trac EZ program is not designed to replace these traditional methods but to supplement them.

PROPOSED SOLUTION/SCOPE OF SERVICES

SERVICE

Waste Pro will collect materials as described in the RFP documents from City residents via the containers required five days per week. Each residence will receive service one day per week and the City will be divided into five equally sized areas; collection of garbage, rubbish, bulky waste and recycling materials will be provided on the same day of the week for residences.

It is anticipated the number of hours worked per week will be approximately 50-55 hours per collection vehicle for garbage and rubbish. That number will most likely be less for collection of bulky waste and recycling materials.

It is anticipated that automated side loader collection vehicles will involve one man crews as will the recycling units. Boom truck collection could involve either a one man or two-man crew. Automated side loaders will be used for cart collection in all areas possible but a different style vehicle may be used in areas inaccessible to such units (most likely a conventional rear-end load collection vehicle).

FACILITIES

The Waste Pro facility from which service will originate will be located only a few miles from the City transfer station. That facility will include office space, a conference room, parking area for collection vehicles and a truck maintenance shop.

The current Waste Pro facility is located at 7547 U. S. Highway 98 West, Sumrall, MS but relocation to the facility mentioned above has already been planned and is in the process of becoming a reality.

SUPERVISORY APPROACH AND STRUCTURE

Waste Pro uses a decentralized corporate structure. The Regional Vice-Presidents, responsible for the company collection operations within defined geographic areas of the Waste Pro footprint, report to the Chief Operating Officer. The Chief Operating Officer reports to the CEO.

Division Managers report directly to Regional Vice-Presidents and local Managers report to the Division Manager.

Waste Pro maintains a streamlined approach to supervision and strives to not make the organization top heavy with unnecessary personnel/positions. The concentration for personnel is at those levels where the "rubber meets the road" and actual collection services are provided to customers. Top level and upper level management strive to act in a support role and help each of the Waste Pro Divisions in its footprint.

IMPLEMENTATION PLAN

The Waste Pro Division Manager, Bryan Stephens, will be responsible for executing the implementation plan to effectively and efficiently transition collection service from the City of Hattiesburg to Waste Pro.

Key elements of the plan are:

- City and Waste Pro sign a contract

- Documents mandated in contract submitted to City (performance bond etc.)

- Collection Drivers and Helpers tested and secured (offers to needed existing City employees first)

- Routes established and submitted to City for approval

- Public notification of the change in service providers and any other changes necessary

- Resident notification concerning specifics of new contract (service days, hours etc.)

- Any equipment purchased from City picked up and driven to Waste Pro facility (day before contract start date)

- Waste Pro begins collection activities on contractually agreed upon date

KEY PERSONNEL

Key Waste Pro personnel are: Division Manager Bryan Stephens, Regional Vice-President Ralph Mills, Municipal Marketing Manager Jimmie Moore, Office Manager Violet Johnson, Route Supervisor Edward Shelby, Maintenance Manager Jerry Hillman and the Collection Drivers and Helpers.

Mr. Stephens will be responsible for all aspects of service to the City-employment and needed training of drivers and helpers, supervision of those personnel, customer resolution issues, route observations, supervision of shop personnel and liaison to Mayor, City Council and other designated City personnel.

Mr. Moore will not only assist during the implementation process but will also be involved for the duration of the contract to assist Mr. Stephens as needed in the efficient and effective performance of the collection duties prescribed in the RFP documents.

Mr. Mills will monitor the implementation plan and ensure availability of the needed infrastructure and support necessary to an efficient change in service providers.

Ms. Johnson will be involved in the recordation and resolution of collection issues encountered during performance of the contract duties, maintain records pertaining to the contract and assist in the dispatching of collection vehicles if /as needed.

Mr. Shelby will provide the daily direct supervision and guidance of the Collection Drivers and Helpers. In addition he will be responsible for route safety observations, dispatching of employees and vehicles, accident investigation and compliance with all D.O.T. and other regulatory rules, ordinances and regulations impacting Waste Pro in the performance of the contract.

Mr. Hillman's primary responsibility will be the maintenance and repair of all collection vehicles to ensure those units are not only safe to operate within the City but are operating efficiently and are kept clean.

Collection Drivers and Helpers will, of course, be the front line Waste Pro employees actually performing the collection of waste materials and recycling materials placed for collection by Hattiesburg residents.

PRICING

All required pricing is provided on the designated form in Tab eight (8) of this proposal package.

CUSTOMER SERVICE

PHILOSOPHY

The Waste Pro customer service philosophy is perhaps best addressed by examining two documents included in this proposal: the Waste Pro statement of core values page (Tab fifteen (15) and the brochure included in Tab two (2).

APPROACH TO QUALITY MANAGEMENT

The key ingredient to Waste Pro's approach to quality management is the fact that our employees actually *listen* to our customers. Based upon customer comments and needs we make all adjustments we can to accommodate those comments and needs. This is truly unique in the solid waste collection industry; too many times by too many companies

customers are given a "canned" answer without any thought or empathy to the specific customer request.

Another fact which bolsters Waste Pro's approach is the decentralized organizational structure. Local Waste Pro Sites *can make decisions* without having to go through several levels of upper management to gain approval to do something.

Waste Pro personnel actually *answer the telephone*. The people our customers speak with work at the site where service originates-*not at a remote call center*. During normal business hours City of Hattiesburg personnel and City residents will normally not become frustrated by having to deal with a recording telling them how important their call is-they will be speaking to someone who can actually help them when help is needed.

The bottom line is that Waste Pro can, and does on a routine basis, accommodate a customer request before our competition even understands what the customer is asking for.

COMPLAINT RESOLUTION

Complaints are received through appropriate avenues as prescribed by the City of Hattiesburg and documented (in writing or via computer entry), then given to designated personnel qualified and empowered to attain resolution. The person receiving the complaint investigates and initiates, if necessary, corrective action. Findings of the investigation and any actions taken or planned are communicated to appropriate City personnel.

SERVICE IMPROVEMENTS/CUSTOMER SATISFACTION IMPROVEMENT

Waste Pro has been successful in addressing service improvements for other contracts similar in scope to the City of Hattiesburg by:

- Strict adherence to established collection routes/schedules on specific days
- Commencement of daily routes at the same location each and every collection day
- Adoption of the basic philosophy of "no garbage left behind" on collection routes
- Educational efforts to improve recycling participation
- Answering the telephone during normal business hours to assist customers
- Courteous telephone and one-on-one etiquette with customers
- Correcting customer issues before worrying about who was at fault

These steps have resulted in more participation in recycling programs, the removal of customer frustration by being forced to leave a message on an answering machine rather than being able to share an issue with a human being, the routine removal of materials placed at the curb for collection, and an amazingly low percentage of customer complaints when comparing the number of service opportunities per week or day to the number of actual complaints received.

UNHAPPY CUSTOMER METHODOLOGY

Waste Pro takes an old fashioned approach (by today's solid waste collection industry standards)-*employees actually try to correct the problem* that made the customer unhappy if is within their power to do so. The investigation into customer issues is thorough and the resulting action is timely.

The customer is notified of the findings and any action taken.

If deemed appropriate, the issue is monitored for an adequate period of time to determine if any corrective action taken has indeed solved the problem.

These actions seem to routinely make unhappy customers happy customers.

EMERGENCY PLAN

Should it become necessary to deviate from the normal collection schedule due to inclement weather, fire or some other disaster the following steps will occur:

Waste Pro Division Manager either directly or through delegation inspects impacted area(s) to determine severity of situation

Designated City of Hattiesburg official is notified of findings

Waste Pro Division Manager and City of Hattiesburg Official discuss options and make a decision concerning service delay or cancellation

Local media outlets are notified of decision as well as all Waste Pro office staff who may be answering telephone and/or other inquiries from Hattiesburg residents

Waste Pro Division Manager coordinates necessary service make-up schedules with City officials and shares those schedules with local media outlets as well as Waste Pro Office staff

The Waste Pro Division Manager cellular telephone number as well as other applicable numbers will be provided to City of Hattiesburg designated personnel at time of contract inception.

SPECIAL CONSIDERATIONS FOR ELDERLY/DISABLED CUSTOMERS

Waste Pro will gladly discuss special needs service for those elderly and disabled customers unable to physically place materials for collection at the curb. What is commonly termed "back door pickup" can be provided to those individuals presenting City prescribed documentation from an appropriate source such as a medical doctor. Normally there is no

additional fee for this service and specifics will need to be included in the final contract document.

PERSONNEL MANAGEMENT

Much of the information required on page 29 of the RFP document, Section 4, paragraph 4.1.3 IV is included in the Waste Pro Employee Handbook and Waste Pro Drug-Free Workplace Company Policy-both included in the response binder. Additional forms are included as well to demonstrate the Waste Pro policy and paperwork requirements for the employment of qualified employees and training programs.

All collection drivers employed by Waste Pro must, of course, meet all D.O.T. requirements as well as the Waste Pro requirements before being hired.

EMPLOYMENT OF CITY OF HATTIESBURG DISPLACED EMPLOYEES

Displaced City of Hattiesburg employees will have the right of first refusal in filling any needed positions necessary to fulfill the contractual requirements included in the City of Hattiesburg RFP document. If position openings are in existence for other Waste Pro contract obligations the displaced personnel will be considered for those as well if not needed in Hattiesburg.

All persons hired must meet established Waste Pro employment criteria.

STAFFING NEEDS FOR VACATIONS, ILLNESSES, RESIGNATIONS, ETC.

Waste Pro handles these needs through the use of swing drivers, supervisory personnel and, if necessary, the temporary transfer of employees from another company site.

In some cases a temporary labor agency may be used.

WORKERS COMPENSATION ISSUES WITHIN THE PAST FIVE YEARS

No known issues have occurred.

DISPUTES OR STRIKES WITHIN PAST FIVE YEARS

No known labor dispute or strike has occurred within the past five years.

CLIENT RELATIONSHIP MANAGEMENT

Initially, City customers will be notified via public media outlets in general and, if deemed necessary by City officials, via notification literature mailed directly to each resident. Any changes during the contract term will also be handled in the same manner.

If deemed effective, flyers may also be placed on the carts.

RECORD KEEPING

Waste Pro customer records are maintained through computer application using the "Tower" software application.

All records specific to the City of Hattiesburg contract will be maintained for the period of time designated by the City and the City may inspect those records at any time upon proper notification.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Waste Pro of Mississippi, Inc.

as Principal, hereinafter called the Principal, and Aspen American Insurance Company

175 Capital Boulevard, Suite 300, Rocky Hill, CT 06067

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Hattiesburg, Mississippi

P.O. Box 1898, Hattiesburg, MS 39401

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Total Proposal

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Request for Proposals- Residential Solid Waste Services for The City of Hattiesburg.

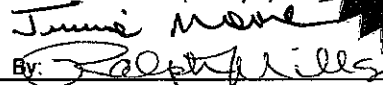
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Principal enters in good faith contract with another party to perform the Work covered by said bid, then this obligation shall otherwise to remain in full force and effect.

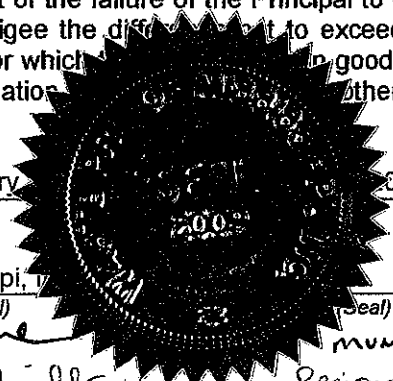
Signed and sealed this 13th day of January, 2014

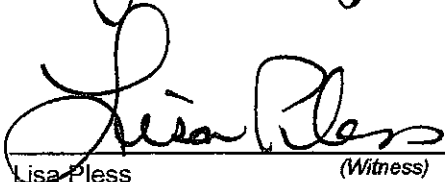

(Witness)

Waste Pro of Mississippi, Inc.

(Principal)


By: Ralph Mills

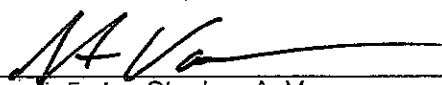

Regional VP
(Title)


(Witness)

Aspen American Insurance Company

(Surety)

(Seal)

By: 
Attorney-in-Fact

Stephen A. Vann

(Title)

PEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Stephen A. Vann; Lisa A. Pless; David G. Oliver of Willis Insurance Services of Georgia, Inc** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **James Mercier**, Senior Vice President, **Mathew Raino**, Vice President, **Scott Mandeville**, Vice President and **Ryan Field**, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 26th day of March, 2013.

Aspen American Insurance Company

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Mathew Raino, Vice President

On this 26th day of March, 2013 before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

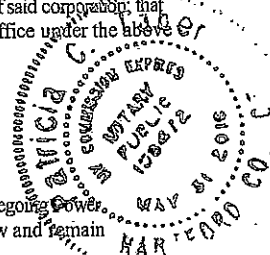
Patricia C. Taber
Notary Public

My commission expires: 5/31/2016

CERTIFICATE

I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 13th day of January, 2014



By: _____

Name: Mathew Raino, Vice President

For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspenspecialty.com

Aspen American Insurance Company
STATEMENT OF FINANCIAL CONDITION
December 31, 2012

Assets

Cash in banks	\$ 127,826,995
Bonds owned	104,113,605
Premiums in course of collection	36,641,551
Other assets	<u>9,340,753</u>
Total Assets	<u>\$ 277,922,904</u>

Liabilities

Reserve for losses and adjustment expenses	\$ 7,321,742
Reserve for unearned premiums	14,679,965
Ceded reinsurance premiums payable	36,205,762
Amounts withheld or retained by company for account of others	39,419,185
Reserve for taxes, expenses and other liabilities	<u>8,260,971</u>
Total Liabilities	105,887,625

Surplus as regards policyholders	<u>172,035,279</u>
----------------------------------	--------------------

Total Surplus and Liabilities	<u>\$ 277,922,904</u>
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By: _____

Treasurer

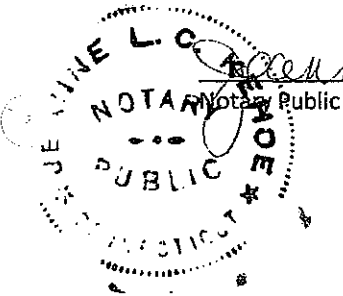
Attest: _____

Chief Financial Officer

State of Connecticut
County of Hartford

Peter Clifton Felix, Treasurer and Jonathan Mark Jones, Chief Financial Officer being duly sworn, of ASPEN AMERICAN INSURANCE COMPANY, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2012.

Subscribed and sworn to before me, this 12 day of March 2013.


JEANNE L. C. KEHOE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2017

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INCLUDED MERELY AS A DIVIDER



Website: www.willis.com

January 13, 2014

RE: Waste Pro of Mississippi, Inc.

Project: City of Hattiesburg, MS- RFP for Residential Solid Waste Services

To Whom It May Concern:

Waste Pro is bonded by Aspen American Insurance Company. Aspen American Insurance Company maintains an "A" rating with A.M. Best Company and has a U.S. Treasury listing of \$17,200,000.

If Waste Pro is the successful bidder on the above referenced project under consideration and requests that we provide a Performance bond on the contract, we will be prepared to execute such bonds subject to our normal underwriting.

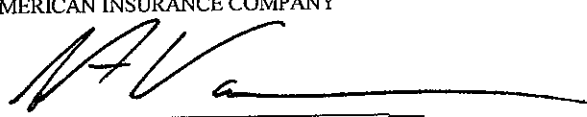
Our consideration of each bond is subject to acceptance of bond forms, terms and conditions of each contract to be considered as well as confirmation that the current financial position supports such an obligation.

It is understood, of course, that any arrangement for the Performance and Payment bonds is a matter between Waste Pro and ourselves and we assume no liability to you or to your third parties if for any reason we do not execute said bonds.

Aspen American Insurance Company is duly authorized to do business in all States.

Very truly yours,

ASPEN AMERICAN INSURANCE COMPANY

By: 

Stephen A. Vann, Attorney-in-Fact

Willis Insurance Services of Georgia, Inc.
Concourse Corporate Center 5
18th Floor
Atlanta, GA 30328

SPEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Stephen A. Vann; Lisa A. Pless; David G. Oliver of Willis Insurance Services of Georgia, Inc its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 26th day of March, 2013.

Aspen American Insurance Company

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Mathew Raino, Vice President

On this 26thth day of March, 2013 before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say; that he/she is Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said company, that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

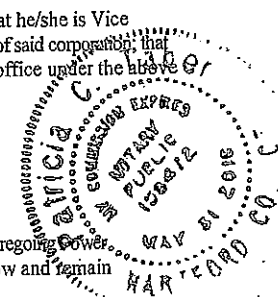
Patricia C. Taber
Notary Public

My commission expires: 5/31/2016

CERTIFICATE

I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 13th day of January, 2014



By: _____

Name: Mathew Raino, Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspenspecialty.com

Section 7
Required Forms – Form One

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Service Provider hereby certifies receipt of the Request for Proposals package for the City of Hattiesburg "Residential Solid Waste Collection Services". This form should be completed upon receipt of the City's Request for Proposals and faxed or mailed in time for the City to receive it no later than two (2) weeks prior to the opening of proposals. Include a copy with your Proposal submission. Please fax or mail the completed Request for Proposals Acknowledgement Form to the attention of:

City Clerk
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4550
or 601-545-4680
Fax: 601-545-4605

Date: 12/26/13

Authorized Signature: Jimmie Moore

Title: Municipal Marketing Manager

Service Provider Name: Waste Pro

Please check the appropriate space provided below and provide the requested information:

☒ We plan to submit a Proposal in response to City of Hattiesburg's "Residential Solid Waste Collection Services".

Primary Contact Name: Jimmie Moore

Contact E-mail address: jmoore@wasteprousa.com

Contact phone: 601 479 3777 Fax number: 601 483 9787

Secondary Contact Name: Bryan Stephens

Contact E-mail address: bstephens@wasteprousa.com

Contact phone: 601 479 0011 Fax number: 601 264 7848

☐ We do not plan to submit a Proposal in response to City of Hattiesburg, "Residential Solid Waste Collection Services".

Reason:

Section 7
Required Forms – Form Two

ADDENDA RECEIPT CONFIRMATION FORM

City of Hattiesburg Residential Solid Waste Collection Services

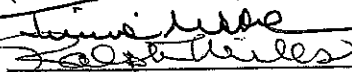
Please fax this form upon receipt of addenda to the City of Hattiesburg:

City Clerk
200 West Front Street
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4550
or 601-545-4680
Fax: 601-545-4605
E-mail: ceverett@hattiesburgms.com

ADDENDUM #: DATE ADDENDUM AVAILABLE:

I certify that this Proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

Jimmie Moore
Ralph Mills
(Please Print Name) 1/21/14
Date


Authorized Signature
Municipal Marketing Mgr.
Regional VP
Title

Waste Pro
Service Provider Name

Section 7
Required Forms – Form Three

SERVICE PROVIDER AND INSURANCE AGENCY STATEMENT FORM

City of Hattiesburg "Residential Solid Waste Collection Services"

We understand the insurance requirements of the RFP, and the evidence of insurability for our client shall be provided prior to Contract execution. If our client is awarded the Contract, we agree to provide the City with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring Service Provider.

Service Provider

Insurance Agency *

Jimmie Moore
Signature of Service Provider

Signature of Service Provider's Insurance Agent

Waste Pro
Name of Service Provider

Name of Agency

7547 U.S. Hwy. 90 West
SUMRALL, MS 39482-4052
Address

601 479 3777
(Area Code) Telephone Number

* See Attached Certificate
of Insurance

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INCLUDED MERELY AS A DIVIDER



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
01/13/2014

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 Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
INSURED Waste Pro USA, Inc. 2101 W State Road 434 Longwood, FL 32779	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	
	INSURER B: Lexington Insurance Company	
	INSURER C: Liberty Mutual Insurance Company	
	INSURER D: North American Specialty Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 21059848

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			TB2621093780103	11/22/2013	11/22/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							
A	AUTOMOBILE LIABILITY			AS2621093780093	11/22/2013	11/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB	☒	OCCUR	018423515	11/22/2013	11/22/2014	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED		RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA562D093780043	11/22/2013	11/22/2014	☒ WC STATUTORY LIMITS ☐ OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	EW562N093780053	11/22/2013	11/22/2014	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			EXS200006700	11/22/2013	11/22/2014	\$20,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

See attached for Pollution Liability coverage and additional information:

CERTIFICATE HOLDER**CANCELLATION**

City Clerk
City of Hattiesburg
200 Forrest Street
Post Office 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

Coll: 4309384 Tpl: 1759272 Cert: 21059848 ©1988-2010 ACORD CORPORATION. All rights reserved.

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED Waste Pro USA, Inc. 2101 W State Road 434 Longwood, FL 32779
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Liability
 Carrier: Chartis Specialty Insurance Company / NAIC 26883-003
 Policy Number: PLC1959416
 Policy Term: 01/01/2014 - 01/01/2015
 \$25,000,000 Limit
 \$ 25,000 Deductible
 \$ 1,000,000 Storage Tank Liability

Named Insured includes: Waste Pro of AL Inc., Waste Pro of FL Inc., Waste Pro of GA Inc., Waste Pro of LA Inc., Waste Pro of MS Inc., Waste Pro of TN Inc, Waste Pro of NC Inc., Waste Pro of SC Inc., Applecourt Holdings LLC, Applecourt Land Holdings LLC, Applewhite Recycling Systems LLC, American Recycling of Georgia, American Recycling of Birmingham, Delta Sanitation LLC, Talley Disposal LLC

FORM 4-A
COLLECTION SERVICES COST PROPOSAL

THIS FORM SHALL BE EXECUTED AND MADE A PART OF THE PROPOSAL

Proposed Cost for Residential Collection Services for the 9,500 10,600 Service Units (S.U.), more or less, within the boundaries of the City of Hattiesburg where Contractor agrees to provide all equipment, personnel, and supplies, including Collection Vehicles and services. Proposed cost includes all aforementioned requirements.

Services Proposed: Collection of MSW, Rubbish Waste, Bulky Waste and Recyclables at the curb alley ect – three (3) year Contract Term

Type of Service	Cost/Service Unit	Total Annual Cost
Curbside MSW Collection	\$ <u>9.00</u> /S.U./month	\$ <u>1,144,800</u>
Bulky Waste	\$ <u>2.14</u> /S.U./month	\$ <u>272,208</u>
Rubbish Collection	\$ <u>3.84</u> /S.U./month	\$ <u>438,448</u>
Rubbish Disposal	\$ <u>.50</u> /S.U./month	\$ <u>63,600</u>
Recycling	\$ <u>2.50</u> /S.U./month	\$ <u>318,000</u>
Total	<u>\$ 17.98</u>	\$ <u>2,287,056</u>
Special Collection	\$ <u>15⁰⁰</u> /HR. <u>SEE</u> City Request	

The Contracted Price shall be held fixed for the Contract term.

James Moore Ralph Rivers
Authorized Signature

municipal marketing mgr. Regional VP 1/21/14
Title Date

WASTE PRO PROPOSED PRICING FOR EQUIPMENT

Sanitation Inventory

All Sanitation Department Vehicles/

EQUIPMENT

Unit #	Year	Description	
17720	2010	Waters Int. Garbage Truck	\$ 49,500.00
17721	2010	Waters Int. Garbage Truck	" "
17722	2010	Waters Int. Garbage Truck	" "
17723	2010	Waters Int. Garbage Truck	" "
17724	2010	Waters Int. Garbage Truck	" "
17725	2010	Waters Int. Garbage Truck	" "
17726	2010	Waters Int. Garbage Truck	" "
17727	2010	Waters Int. Garbage Truck	" "
17728	2010	Waters Int. Garbage Truck	" "
17729	2010	Waters Int. Garbage Truck	" "
17730	2010	Waters Int. Garbage Truck	" "
17731	2010	Waters Int. Garbage Truck	" "
14409	2005	Int'l Garbage Truck	29,794.00
14408	2005	Int'l Garbage Truck	" "
14406	2005	Int'l Garbage Truck	" "
14402	2005	Int'l Garbage Truck	" "
14405	2005	Int'l Garbage Truck	" "
14410	2005	Int'l Garbage Truck	" "
16080	2007	Int'l Garbage Truck	52,302.00
16081	2007	Int'l Garbage Truck	52,302.00
14403	2005	Int'l Garbage Truck	29,794.00
14407	2005	Int'l Garbage Truck	29,794.00
13062	2002	Int'l Garbage Truck	5,975.00
15964	2008	Ford Pick-up F250	12,020.00
14677	2005	Ford Pick-up F250	6,287.00
		26,000 95 GALLON WHEELED CARTS (GREEN AND BROWN)	
			709,766.00
		TOTAL PROPOSAL	\$1,671,004.00

June Mabe Municipal Marketing Mgr. *Scott Miles* Regional VP
 Authorized Signature/Title/Date 1/21/14

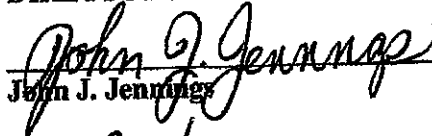
**ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WASTE PRO OF MISSISSIPPI, INC.**

The undersigned, being all of the members of the Board of Directors of Waste Pro of Mississippi, Inc., a Mississippi corporation (the "Corporation"), do hereby, pursuant to Section 79-4-8.21 of the Mississippi Code of 1972, as amended, consent to the following actions without the necessity of meeting of the Board of Directors:

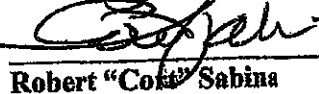
RESOLVED, that James "Jimmie" Moore is hereby elected as Assistant Secretary of the Corporation, until his death, resignation or removal.

The undersigned, constituting all of the Directors of the Corporation, hereby execute this Action by Written Consent effective as of the 10th day of January, 2014.

DIRECTORS:


John J. Jennings


Robert J. Hyres


Robert "Coke" Sabina

**ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WASTE PRO OF MISSISSIPPI, INC.**

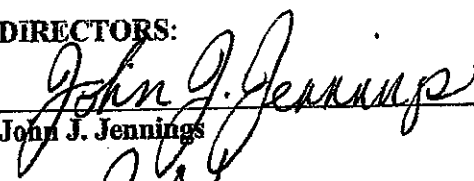
The undersigned, being a majority of the members of the Board of Directors of Waste Pro of Mississippi, Inc., a Mississippi corporation (the "Corporation"), do hereby consent to the following actions without the necessity of meeting of the Board of Directors:

ELECTION OF OFFICERS

RESOLVED, that any duly elected officer of the Corporation, including without limitation, Ralph Mills, Regional Vice President and James "Jimmie" Moore, Assistant Secretary, is hereby authorized to execute and deliver on behalf of the Corporation the proposal documents for solid waste collection and/or disposal services for the City of Hattiesburg, Mississippi and any financial security documents required to be delivered in connection with said proposal.

The undersigned, constituting all of the Directors of the Corporation, hereby execute this Action by Written Consent effective as of the 10th day of January, 2014.

DIRECTORS:



John J. Jennings



Robert J. Hyres



Robert "Cort" Sabina

EMERGENCY PLAN

Should it become necessary to deviate from the normal collection schedule due to inclement weather, fire or some other disaster the following steps will occur:

Waste Pro Division Manager either directly or through delegation inspects impacted area(s) to determine severity of situation

Designated City of Hattiesburg official is notified of findings

Waste Pro Division Manager and City of Hattiesburg Official discuss options and make a decision concerning service delay or cancellation

Local media outlets are notified of decision as well as all Waste Pro office staff who may be answering telephone and/or other inquiries from Hattiesburg residents

Waste Pro Division Manager coordinates necessary service make-up schedules with City officials and shares those schedules with local media outlets as well as Waste Pro Office staff

The Waste Pro Division Manager cellular telephone number as well as other applicable numbers will be provided to City of Hattiesburg designated personnel at time of contract inception.

IMPLEMENTATION PLAN

The Waste Pro Division Manager, Bryan Stephens, will be responsible for executing the implementation plan to effectively and efficiently transition collection service from the City of Hattiesburg to Waste Pro.

Key elements of the plan are:

- City and Waste Pro sign a contract

- Documents mandated in contract submitted to City (performance bond etc.)

- Collection Drivers and Helpers tested and secured (offers to needed existing City employees first)

- Routes established and submitted to City for approval

- Public notification of the change in service providers and any other changes necessary

- Resident notification concerning specifics of new contract (service days, hours etc.)

- Any equipment purchased from City picked up and driven to Waste Pro facility (day before contract start date)

- Waste Pro begins collection activities on contractually agreed upon date

No. 55184
1/21/14

City of Hattiesburg

42,988.11

RECEIVED FROM WASTE PRO

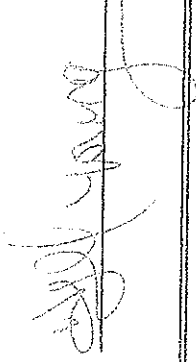
FORTY TWO THOUSAND NINE HUNDRED EIGHTY THREE AND 11/100 ***** DOLLARS
Check - Number 41152408 42,988.11

ACCOUNT OF COMMERCIAL SOLID WASTE FRANCHISE FEE FOR
9-2010 THRU 12-2013

00101.2212

FOR CREDIT OF: 7/001 General Fund

Deputy Tax Collector



CITY0352	CITY OF HATTIESBURG	WASTE PRO USA	1/20/2014	41152408
Ref Nbr	Invoice Nbr	Amount Paid	Disc Taken	Net Check Amt
00631557	09-10TO 12-13FF 01/20/14	42,983.11	0.00	42,983.11

1/21/14
 rec'd by
 Jada Public
 Public Works

Commercial Solid
 Waste Franchise
 fee for

00101.2212

9-2010
 thru
 12-2013



2101 W. State Road 434 Suite 315
 Longwood, FL 32778

Bank of America
 32-1/1110

CHECK # 41152408

DATE 1/20/2014

Check Amount

*****42,983.11

PAY Forty-Two Thousand Nine Hundred Eighty-Three and 11/100-----

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

VOID AFTER 90 DAYS

Authorized Signature

⑈41152408⑈ ⑆111000012⑆ 4427102558⑈

trac EZ PROGRAM

WASTE PRO WILL GLADLY ACCEPT AND RESPOND TO COMPLAINTS AND CUSTOMER REQUESTS THROUGH THE TRADITIONAL METHODS OF TELEPHONE, FAX AND EMAIL BUT ALSO OFFERS ANY CUSTOMER WITH ACCESS TO A COMPUTER AND THE INTERNET AN OPPORTUNITY TO USE OUR trac EZ PROGRAM.

THIS PROGRAM IS **FREE TO THE CITY OF HATTIESBURG AND PROVIDES REAL TIME MANAGEMENT OF CUSTOMER ISSUES AND REQUESTS.**

A CD ON THIS PROGRAM IS INCLUDED IN THE PROPOSAL BINDER FOR YOUR REVIEW (the original proposal documents).

Bryan Stephens

Objective

To services our customers in all lines of business with professional, affordable, and on time service. An experienced team leader with decision making and problem solving skills. Excellent personal communication skills. Very diligent in making sure problems are solved quickly and correctly.

Experience

10/03/2005 until
current

Waste Pro

Hattiesburg Ms

Division Manager

In October 2005 I began my career as a roll-off driver for Waste Pro. In November 2008 I was promoted to commercial supervisor. And later assumed the duties of residential supervisor and safety coordinator. Before starting my career as Division Manager, I'm certified in the Lead With Integrity Program, Frontline Supervisor training, Decision Driving and Safety training, Reasonable Suspicion training, and Workman's Comp and Accident Investigation procedures.

2001-2005

NAC Enterprises

Decatur Ms

Commercial Truck Driver/Supervisor

- I operated commercial vehicles and heavy equipment. Coordinated drivers, trucks and loads to get products to destination in a safe and timely manner.
-

2001-1996

Cliburn Tank Lines

Star Ms

Driver

- Operated a commercial truck delivering HAZ-MAT such as gasoline, diesel fuel and all types of oil from terminals to customers in a safe and timely manner,
 -
-

Ralph Mills – Regional Vice President – Southern Region

Ralph Mills is a veteran of the solid waste industry. He graduated from Florida State University with a B.S. in Accounting and a B.S. in Finance. Mr. Mills has been in the solid waste industry for 29 years and began his career right out of college in 1984. Mr. Mills has worked in every key market in his six state footprint. He began his career as a Controller for Waste Management in Tampa. He moved to Miami in the mid eighties serving as a Controller for one of the largest hauling companies in Waste Management at that time. During his eight years in Miami, he served as a Controller, Assistant District Manager, Operations Manager, Landfill Manager, and Sales Manager. He moved to Tallahassee in 1995, serving as a Regional Controller for WM. In 1999, he accepted the position of District Manager in Tallahassee. He jumped back into the accounting/finance end in 2004, working in the Daytona Beach market. Mr. Mills joined Waste Pro in June of 2006 as Regional Vice President. Starting with one operation in Tallahassee, he expanded his operations throughout the panhandle of Florida. Mr. Mills loves the challenges of startup operations and also spends much of his time on tuck in acquisitions.

Mr. Mills has worked in every phase of the solid waste industry. He has worked in accounting and finance, serving as a Division Controller as well as a Regional Controller in several areas. Mr. Mills has landfill and transfer station experience, and has run a large landfill in South Florida, as well as several transfer stations. He has served as a sales manager, managing a sales force of over 20 people in South Florida. He has served as operations manager, and has a thorough knowledge of operations as well as startup operations. Mr. Mills has served in a role of Division Manager in several companies.

Mr. Mills currently serves as Regional Vice President of the Southern Region, the largest region in Waste Pro. The footprint extends through the panhandle of Florida, South Georgia, and all of Alabama, Mississippi, Louisiana, and Tennessee. The region consists of 19 hauling companies, 8 landfills, 3 transfer stations, and 3 material recovery facilities. The region currently employs approximately 700 people.

He is married with six children. He and his wife currently reside in Tallahassee, Florida.

RESUME
Jimmie Moore
4090 Henry Boswell Road
Meridian, Mississippi 39301
(home) 601-644-0688
(cellular) 601-479-3777

EXPERIENCE:

1992-Present: Work in field of solid waste management, collection and disposal; currently employed by Waste Pro of MS, Inc. as Municipal Marketing Manager for the State of Mississippi, Eastern Alabama and Memphis, Tennessee area. Began working in 1992 as a Route Supervisor and then filled other positions of progressively increasing managerial and fiscal responsibility including Dispatcher, Sales Manager and Site Manager

1972-1992: Worked as a top-level community college/county administrator; business and financial manager at a public community college for 16 years and county administrator for an elected Mississippi county board of supervisors for 3 years

EDUCATION

MBA-Management Emphasis, University of Southern Mississippi

SUMMARY

Professional manager having forty years experience working with the general public; Quality decision maker possessing strong analytical skills and the ability to handle complex issues with minimal direct supervision; Excellent human relations skills and comfortable in working directly or indirectly with a diverse group of people, whether it be front-line employees, top level administrators or elected officials

REFERENCES

Available Upon Request

Violet M Johnson

Objective

To make sure our customer service is perform to the best of my ability. To make sure the day to day business for the office is run effectively, efficient and professional. Keeping all office staff motivate and positive.

Experience

03/15/2012 to present

Waste Pro

Hattiesburg, MS

Office Manager

- To maintain the day to day business of the office. Processing invoices, working with the maintenance shop in Dossier and issuing purchase orders. Complete all work in Solmon and Iron Mtn. Entering daily productivity for roll off and front load line of business. Over see customer service for residential services and productivity.
-

07/30/1979 to
03/09/2012

Lowe's Companies

Mooreville, NC

Expense Payable Clerk, Fleet Maintance Assistant, New Setup Manager

- 1979 - 1991 Worked in expense payable and was responsible for processing invoices for all store. 1991-2003 worked in the Fleet department. Was responsible for tracking of over 1600 forklifts, 1000 trucks and 400 company cars. Work with DOT files and Licensing of vehicles. Responsible for the internal lease program for all equipment. Responsible for all capital purchases for fleet equipment and trash equipment. Maintain the trash program and budget for all stores. 2003 - 2012 worked with New Store setup in setting new stores up and resets for existing stores.

1978-1979

Sky City Department Store

North Wilkesboro, NC

Front End Cashier

- Cashier for several departments, filled in at the service desk when needed, and stocked shelves.

Edward C Shelby

Objective

To keep a safe work environment for all drivers and employees in the shop area. Maintain all company vehicles to current DOT requirements.

Experience

Dec. 7, 2011 to Present Waste Pro Hattiesburg, MS

Mechanic

- Work safety lane, repair trucks as needed. Weld and fabricate items as needed. Issue purchase orders, maintance inventory, and do PM's on trucks
- [Job responsibility/achievement]
- [Job responsibility/achievement]

1979 - 2010 Ingalls Shipyard Pascagoula, MS

[Job Title]

- Welder / Burner, Joiner/ Carpenter, Joiner/Foreman

▪

▪

▪

Jerry Dewayne Hillman

Objective

To service our customer while keeping our trucks DOT ready, safe and serviced. To maintain a positive attitude during all situations, [Describe your career goal or ideal job.]

Experience

July 12, 2013 to Present

Waste Pro

Hattiesburg, MS

Mechanic

- Mechanic and Driver, response to road calls, repair trucks as needed, perform PM services as required. Issue purchase orders for parts and repair. Maintain inventory and truck database.

Dec 1, 2008 – July 1,
2013

Hydroprocessing Ass.

Moss Point, MS

Tech

- Catalyst Tech and Industrial Mechanic
-



We are committed to these values, they guide our decisions and actions.

PASSIONATE CUSTOMER AND COMMUNITY SERVICE

We're different. Our customers can feel a "Distinguishable Difference" in everything we do.

We care about them. We respect them and listen carefully for what they need and want. We pay great attention to detail, always looking for something to improve. We like making things better.

We're good neighbors, willing to lend a helping hand and support the communities that support us so well. We want all our customers to be happy and loyal, and we love it when they tell their friends about the good work we do.

INTEGRITY AND SINCERITY

We set high standards for ourselves.

We value the great reputation we've built on that. We do the right thing, even when the right thing is hard.

We keep the promises we make to ourselves and others. We each take responsibility for creating and nourishing the culture we've built on trust, truth, acceptance and sincerity. We keep it real.

THE SUCCESS OF OUR PEOPLE

We have heart (and soul). We care about our co-workers and their families. We understand the important role work plays in our lives so we make our workplace a positive place. We see clearly how we all contribute to the success of the business. We learn from and challenge each other to grow personally and professionally.

We support each other by showing up to work with enthusiasm, excitement, creativity and caring. We celebrate our successes and reward great performance.

We encourage our "entrepreneurial spirit" and enjoy the freedom to be ourselves. We appreciate each other.

RESPECT

We treat our employees, customers, partners and suppliers with respect, appreciation and sensitivity. We learn from and celebrate different points of view. We value our unique backgrounds, skills and talents.

We work together building and nurturing relationships that will stand the test of time. We love and respect our blue sky and green earth and vow to protect it.

TEAMWORK

One company, one team, whatever it takes. Together we succeed. We love to collaborate and we love to compete. We're engaged, motivated and working towards the same goals. We can count on each other for support in all areas of our lives.

We communicate openly, with caring. We work together for the good of us all and have fun doing it.

PRIDE

We're Waste Pro. We're Professionals and we're proud. We are a family.

We're part of a company with passion, purpose and vision. We have big dreams and the courage to create them. We face our challenges with courage, creativity and enthusiasm. We're part of the best team in the business. We're Waste Pro Proud.

SAFETY

We are committed to the health and well being of all our team members. We work proactively to reduce risk and drive improvement.

We keep our eyes open and challenge the status-quo to protect each other and make it a safe workplace for all.

We take our training seriously and keep our skills updated. We keep our equipment in mint shape and our surroundings orderly and clean. We strive for 100% safe.

For more information or comments contact: rpecora@wasteprousa.com

AT-WILL EMPLOYMENT DISCLAIMER

THE TERMS OF YOUR EMPLOYMENT ARE "AT-WILL". AT-WILL EMPLOYMENT MEANS THAT YOU OR THE EMPLOYER CAN TERMINATE YOUR EMPLOYMENT AT ANY TIME FOR ANY REASON AT ALL. NOTHING IN THIS EMPLOYEE HANDBOOK IS TO BE CONSTRUED AS AN OFFER OR A CONTRACT FOR YOUR EMPLOYMENT. YOUR AT-WILL EMPLOYMENT IS IN NO WAY AFFECTED BY THIS HANDBOOK. THE POLICIES SET FORTH IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME.

Signature of At-Will Employee: _____

Print Name: _____

Date ____/____/____

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Fire Safety

Safety

Safety Performance Bonus

EMPLOYEE

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23

COBRA

Workers' Compensation

Unemployment Compensation

Welcome to Waste Pro USA!

Dear Employee:

You and **Waste Pro USA** have made an important decision: The Company has decided you can contribute to our success, and you've decided that **Waste Pro USA** is the organization where you can pursue your career productively and enjoyably.

We believe we've each made the right decision, one that will result in a mutually profitable relationship. The minute you start working here, you become an integral part of **Waste Pro USA** and its future. Every job in our company is important, and you will play a key role in the continued growth of our company.

As you will quickly discover, our success is based on providing unsurpassed customer service. How do we do it? By working very hard, thinking about our customers' needs, and doing whatever it takes. We do it by treating each other and our customers with respect. We do it by acting as a team.

Should you have any questions concerning this handbook, your employment or benefits, please feel free to discuss them with your supervisor or manager.

Again, welcome!

(This handbook replaces all previous handbooks and supersedes all earlier oral and written materials about Company policies and procedures. **Waste Pro USA** reserves the right to change, add or delete benefits and policies as necessary. **This handbook does not create a contract for employment for any specified period or definite duration.**)

GENERAL EMPLOYMENT

Employment Records

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, benefits data or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll or Human Resources department of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

You may be dismissed for misrepresenting any fact on your application or in your personnel file.

Personnel records are considered company property and are not available for review by employees unless specifically authorized by management.

Introductory Period

The first 90 days of employment are an Introductory Period for both the employee and the Company. However, during and after this period, the work relationship will remain at-will.

This time period allows you to determine if you have made the right career decision and for **Waste Pro USA** to determine whether your initial work performance meets our needs. Your manager will monitor your work performance, attitude and attendance during this time, and be available to answer any questions or concerns you may have about your new job.

Benefits such as time off for vacation, personal days, sick days or bereavement leave do begin to accrue during this period.

The Introductory Period may be extended at management's discretion.

HIPAA Portability Rights

If you should terminate your health plan coverage, you may need to provide evidence of your prior coverage in order to enroll in another group health plan, to reduce a waiting period in another group health plan, or to get certain types of individual coverage. This policy describes certain protections available to you under the Health Insurance Portability and Accountability Act (HIPAA) when changing your health insurance coverage. If you should have any questions regarding your HIPAA portability rights, please contact the human resources department.

Preexisting condition exclusions. Some group health plans restrict coverage for medical conditions present before an individual's enrollment. These restrictions are known as "preexisting condition exclusions." A preexisting condition exclusion can apply only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within the 6 months before your "enrollment date." Your enrollment date is your first day of coverage under the plan, or, if there is a waiting period, the first day of your waiting period (typically, your first day of work). In addition, a preexisting condition exclusion cannot last for more than 12 months after your enrollment date (18 months if you are a late enrollee). Finally, a preexisting condition exclusion cannot apply to pregnancy and cannot apply to a child who is enrolled in health coverage within 30 days after birth, adoption, or placement for adoption.

If a plan imposes a preexisting condition exclusion, the length of the exclusion must be reduced by the amount of your prior creditable coverage. Most health coverage is creditable coverage, including group health plan coverage, COBRA continuation coverage, coverage under an individual health policy, Medicare, Medicaid, State Children's Health Insurance Program (SCHIP), and coverage through high-risk pools and the Peace Corps. Not all forms of creditable coverage are required to provide Certificates of Group Health Plan Coverage. If you do not receive a certificate for past coverage, talk to your new plan administrator.

You can add up any creditable coverage you have, including the coverage shown on your Certificate of Group Health Plan Coverage. However, if at any time you went for 63 days or more without any coverage (called a break in coverage) a plan may not have to count the coverage you had before the break.

Therefore, once your coverage ends, you should try to obtain alternative coverage as soon as possible to avoid a 63-day break. You may use your Certificate of Group Health Plan Coverage as evidence of your creditable coverage to reduce the length of any preexisting condition exclusion if you enroll in another plan.

Right to get special enrollment in another plan. Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption, and placement for adoption.)

Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse's plan), you should request special enrollment as soon as possible.

Prohibition against discrimination based on a health factor. Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

Right to individual health coverage. Under HIPAA, if you are an "eligible individual," you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a preexisting condition exclusion. To be an eligible individual, you must meet the following requirements:

- You have had coverage for at least 18 months without a break in coverage of 63 days or more;
- Your most recent coverage was under a group health plan (which can be shown by your Certificate of Group Health Plan Coverage);
- Your group coverage was not terminated because of fraud or nonpayment of premiums;
- You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
- You are not eligible for another group health plan, Medicare, or Medicaid, and do not have any other health insurance coverage.

The right to buy individual coverage is the same whether you are laid off, fired, or quit your job.

Therefore, if you are interested in obtaining individual coverage and you meet the other criteria to be an eligible individual, you should apply for this coverage as soon as possible to avoid losing your eligible individual status due to a 63-day break.

State flexibility. This policy describes minimum HIPAA protections under federal law. States may require insurers and HMOs to provide additional protections to individuals in that state.

For more information. If you have questions about your HIPAA rights, you may contact your state insurance department or the US Department of Labor, Employee Benefits Security Administration (EBSA) toll-free at 866-444-3272 (for free HIPAA publications ask for publications concerning changes in health care laws). You may also contact the CMS publication hotline at 800-633-4227 (ask for "Protecting Your Health Insurance Coverage"). These publications and other useful information are also available on the Internet at: <http://www.dol.gov/ebsa>, the DOL's interactive web pages – Health E-laws, or <http://www.cms.hhs.gov/hipaa1>.

HIPAA Privacy and Security Compliance

It is the intent of **Waste Pro USA** to safeguard and protect the privacy and security of its applicants' and employees' "protected health information" as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

"Protected health information" includes individually identifiable information, maintained or transmitted through any medium, relating to an individual's past, present, or future physical or mental health or healthcare. Health information is considered "individually identifiable" if it either identifies a person by name or creates a reasonable basis to believe the individual could be identified (through identifiers such as address, social security number, dates of service, telephone number, email address, or vehicle identification number).

It is the policy of **Waste Pro USA** to ensure the confidentiality, integrity, and availability of protected health information entrusted to the Company by its applicants and employees by protecting those assets from unauthorized access, alteration, deletion, or unauthorized transmission and to ensure their physical security. Employees and managers of **Waste Pro USA** shall not at any time access, use, or disclose to any person or entity, any protected health information of the Company's applicants or employees, except as necessary and authorized in the course of their duties and responsibilities with the Company. Similarly, employees and managers are prohibited from making any unauthorized

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transmission, alteration, deletion, or unauthorized access of protected health information. Such unauthorized transmission includes, but is not limited to, removing and/or transferring protected health information in the Company's computer system to an unauthorized location.

These privacy and security obligations apply regardless of the manner in which the employee or manager acquires the protected health information, whether it was communicated verbally, in writing, electronically, or in any format, and regardless of whether it was communicated directly to the individual or intended for his/her access.

The unauthorized access, use, disclosure, alteration, deletion, or unauthorized transmission of protected health information in violation of this policy may subject you to disciplinary action up to and including termination of employment.

Identity Theft Protection

Waste Pro USA respects the privacy of your personal data and is committed to ensuring that it will only be accessed and utilized as necessary, in a professional and confidential capacity. In all circumstances, we take reasonable steps to:

- Give you clear notice when we are requesting information from you, the types of information we request from you, the general purposes for which that information will be used or disclosed, and the categories of users to whom we provide the information; and
- Use safe and secure systems, physical and electronic, to safeguard your non-public personal information, including your social security number.

If at any time you feel as if your personal data has been misused or improperly accessed, please report your concerns to the Human Resources department for further investigation.

Pre-Employment Testing

Waste Pro USA requires that all applicants for employment submit to a test for intoxicants prior to employment. Failure or refusal to submit to a test will result in withdrawal of a conditional offer of employment and/or discharge of employment if employed pending receipt of intoxicant test results. No applicant will be asked to take a test unless an offer of employment has been made. All offers of employment are conditional upon a negative test result.

Reference/Background Checks

Waste Pro USA conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

Termination, Resignation and Discharge

Unless expressly proscribed by statute or contract, employment with **Waste Pro USA** is on an "at-will" basis and may be terminated with or without cause or notice. Similarly, employees are free to resign their employment at any time. If at any time it is necessary for an employee to resign his or her employment with the Company, **Waste Pro USA** requests at least two weeks notice.

Any employee who resigns with proper notice will be paid all wages earned and any accrued vacation time.

General Confidentiality Obligations

Information that pertains to **Waste Pro USA's** business, including all nonpublic information concerning the Company, its vendors and suppliers, is strictly confidential and must not be given to people who are not employed by **Waste Pro USA**.

Please help protect confidential information – which may include, for example, trade secrets, customer lists and company financial information – by taking the following precautionary measures:

- Discuss work matters only with other **Waste Pro USA** employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to **Waste Pro USA** to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that is not filed or archived
- Secure confidential information in desk drawers and cabinets at the end of every business day

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Your cooperation is particularly important because of our obligation to protect the security of our clients' and our own confidential information. Use your own sound judgment and good common sense, but if at any time you are uncertain as to whether you can properly divulge information or answer questions, please consult an executive officer.

Child Support Reporting Requirements

Federal and state laws require us to report basic information about new employees, including your name, address, and social security number to a state agency designated as the State Directory of New Hires. The state collects this information in an effort to enforce child support orders. Please be advised that if the state determines that you owe child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations. **Waste Pro USA** is required to comply with such orders as a matter of federal and state law.

Work Eligibility Records

The federal government requires that within three business days of your first day of work, you must complete an employment eligibility verification form (I-9 Form), and show us documentation proving your identity and your eligibility to work in the United States.

If you have previously worked for this Company, you need only provide this information if it has been more than three years since you last completed an I-9 Form for us or if your current I-9 Form is no longer valid.

I-9 Forms are maintained separately from other personnel records and are treated as confidential to the extent possible. If you need additional information about the I-9 Form, please contact the Human Resources department.

Non-Paid Time Off

Federal Family and Medical Leave Act (FMLA) Rights

You may be eligible for family and medical leave if you have worked for **Waste Pro USA** for at least 12 months and have put in at least 1,250 hours during the 12-month period before the leave is to begin.

Reasons for the Leave

You may be entitled to take up to 12 workweeks of unpaid leave:

- To attend to the birth, adoption or foster care placement of your child;
- To attend to the serious health condition of your child, spouse or parent; or
- To receive care for your own serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition during which you are incapable of working that involves either:

- Treatment requiring inpatient care in a hospital, hospice or residential care facility, or
- Continuing treatment by a health care provider for a condition that lasts more than three consecutive days, or for pregnancy or prenatal care, or for a chronic health condition which continues over an extended period of time, requires periodic visits to a health care provider and may involve occasional episodes of incapacity, such as serious asthma or diabetes.

It also includes a permanent or long-term condition such as Alzheimer's, a severe stroke and terminal cancer. In addition, leave may be used to cover absences due to multiple treatments for restorative surgery or for a condition which would likely make you incapable of working for more than three days if not treated, such as chemotherapy or radiation treatments for cancer.

Substituting Paid Leave

The Company may require you to substitute accrued vacation or personal leave time for family and medical leave. If the request for leave is due to your own serious health condition, you may be required to first exhaust all accrued sick time. Any accrued vacation or personal leave time will then be used. Your total FMLA leave time, which may include paid vacation and sick time, may not exceed 12 weeks. The Company has the right to designate such leaves as running concurrently with FMLA leave.

Notice of Leave

If your need for leave is foreseeable, you must give 30 days prior notice if possible. If you do not give such notice, the leave may be delayed for up to 30 days.

If your need for leave is due to a planned medical treatment, make every attempt to schedule the treatment so as not to unduly disrupt the work of your department. If your need for leave is not foreseeable, you must request it as soon as practicable, no later than two business days after the need for leave arises.

Medical Certification

If leave is requested due to your own or a family member's serious health condition, you must provide medical certification from an appropriate health care provider. The medical certification must include the date on which the condition began and its probable duration. You may be denied leave if you do not provide satisfactory certification. **Waste Pro USA** may also require a second opinion or third opinion regarding certification of a serious health condition, at our expense.

Returning to Work

If your leave is due to your own medical condition, you are required to provide medical certification that you are able to resume work before returning. Both you and your health care provider must complete a Return to Work Medical Certification.

Upon returning to work, you will ordinarily be entitled to be restored to your former position or to an equivalent position with the same employment benefits and pay if possible. If you do not return to work at the end of the leave and do not notify **Waste Pro USA** of your status, you may be terminated.

Benefits during Leave

Taking family and medical leave will not cause you to lose any employment benefits accrued prior to the first day of leave. The leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in any retirement plan in effect. However, employees on FMLA leave normally will not accrue any other additional benefits during the leave period, unless it is paid leave under which benefits would otherwise accrue.

Waste Pro USA will maintain your insurance benefits while you are on leave, although you will be required to pay your portion of the premium. However, if you do not return to work after the leave, you may be asked to reimburse us for the cost of maintaining insurance coverage during the leave. This provision will not apply in cases where your inability to return is through no fault of your own – for example, at the end of leave you remain physically unable to return due to your serious health condition.

Misrepresenting Reasons for Leave

If you intentionally misrepresent the reasons for requesting family and medical leave, you may be discharged.

Facilities Not Qualified for FMLA

Facilities that do not qualify for FMLA are those with less than 50 employees and are more than 75 miles from a facility with 50+ employees. **Waste Pro USA** will grant those facilities medical leave for up to 12 weeks (reasons for this type of leave coincide with the reasons for FMLA). Employee will be required to exhaust all vacation and sick time and will be required to pay their portion of benefit premiums.

Military Leave

FOR USE BY PRIVATE SECTOR AND STATE GOVERNMENT EMPLOYERS

YOUR RIGHTS UNDER USERRA (THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT)

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

Reemployment Rights

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- You ensure that your employer receives advance written or verbal notice of your service;
- You have five years or less of cumulative service in the uniformed services while with that particular employer;
- You return to work or apply for reemployment in a timely manner after conclusion of service; and
- You have not been separated from service with a disqualifying discharge or under other than nonorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

Right to Be Free from Discrimination and Retaliation

If you:

- Are a past or present member of the uniformed service;
- Have applied for membership in the uniformed service; or
- Are obligated to serve in the uniformed service;

Then an employer may not deny you:

- Initial employment;
- Reemployment;
- Retention in employment;
- Promotion; or
- Any benefit of employment

Because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Health Insurance Protection

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.

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Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

Enforcement

The US Department of Labor and the Veterans Employment and Training Service (VETS) are authorized to investigate and resolve complaints of USERRA violations.

For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 866-4-USA-DOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice for representation.

You may also bypass the VETS process and bring a civil action against the employer for violations of USERRA.

The rights listed here may vary depending on the circumstances.

Time Off From Work In Connection With Court Cases

We recognize that an employee might be subpoenaed or otherwise required to serve as a witness in a court case or arbitration. If you are called to serve as a witness, notify your manager as soon as possible.

Unless otherwise required by state or local law, you will not be paid for the time you are away from work participating in a court case or arbitration (this does not include Jury Duty), but may use available vacation and personal days to cover the time.

Employees will not be terminated solely for their absence while appearing in response to a subpoena.

Domestic Violence Leave

Effective July 1, 2007, a new law has gone into effect in Florida which provides leave for employees where the employee or family or household member (as defined by law) has been subjected to domestic violence. You are eligible to take up to three (3) days of unpaid leave for a variety of activities connected with domestic violence provided you have worked for your employer for three (3) months or longer. Under the Florida Domestic Violence Law, you are eligible to take up to three (3) working days in any 12 month period.

Domestic Violence Leave is unpaid leave. You may be required to use any approved paid time off for the applicable domestic violence leave.

The law covers leave for specific activities such as:

- Seeking an injunction for protection against domestic violence;
- Obtaining medical care or mental health counseling or both for the employee or a family or household member to address injuries resulting from domestic violence;
- Obtaining services from victim services organizations such as a domestic violence shelter or rape crisis center;
- Making the employee's home secure from their perpetrator of domestic violence or finding a new home to escape the perpetrator;
- Seeking legal assistance to address issues arising from domestic violence or attending or preparing for court-related proceedings arising from the act of domestic violence.

To request leave, employees are required to provide "appropriate advance notice" of the need for leave, unless prevented from doing so because of imminent danger to the health or safety of the employee or a family member. You should give three (3) days prior written notice, or as much written notice as possible, to your supervisor. Also, employees must exhaust any available annual vacation or personal and sick leave, if applicable, unless your company waives this requirement.

Waste Pro USA will keep all information confidential relating to leave for domestic violence. Additionally, it is in the interest of **Waste Pro USA** to prohibit discrimination or retaliation against an employee for exercising his or her rights. If you believe that you have been discriminated or retaliated against for exercising your rights, you may file a complaint with your Human Resources department.

Conduct Standards

Americans w/ Disabilities Act

It is **Waste Pro USA's** policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. **Waste Pro USA** is committed to complying with the Americans with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973, as applicable. **Waste Pro USA** recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

In accordance with the Americans with Disabilities Act, employees with AIDS will be treated like any other ill employee. If the individual is fit to work, he or she will be provided with work in accordance with normal procedures. Usually no special precautions in the workplace are indicated. However, employees with AIDS may request reasonable accommodation by contacting the company's medical officer or human resources department. We are committed to safeguarding the health of all employees and maintaining productivity.

Equal Employment Opportunity Policy

Waste Pro USA provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

Policy Prohibiting Harassment and Discrimination

Waste Pro USA strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy.

This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

Prohibited Behavior

Waste Pro USA does not and will not tolerate any type of discrimination or harassment of our employees, applicants for employment, or our customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender (including pregnancy), race, color, religion, national origin, age, disability, ancestry, military status, sickle-cell trait, marital status, or any other protected category under federal, state or local law, that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- Is made an explicit or implicit condition of employment;
- Is used as the basis for employment decisions;
- Unreasonably interferes with an individual's work performance; or
- Creates an intimidating, hostile or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.

Specifically, it includes sexual behavior such as:

- Repeated sexual flirtations, advances or propositions;
- Continued and repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about an employee's appearance or displaying sexually suggestive objects or pictures including cartoons and vulgar email messages; and
- Any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by nonemployees conducting business with the Company, regardless of gender.

Harassment by Nonemployees

Waste Pro USA will also endeavor to protect employees, to the extent possible, from reported harassment by nonemployees in the workplace, including customers, clients and suppliers.

Complaint Procedure and Investigation

Any employee who wishes to report a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to their manager or supervisor. If that person is not available, or you believe it would be inappropriate to contact that person, contact your Human Resources Representative.

Waste Pro USA will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal. At the same time, employees have an obligation to cooperate with **Waste Pro USA** in enforcing this policy and investigating and remedying complaints.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

Retaliation

Any employee who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

Conduct Standards & Discipline

Waste Pro USA expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with Company personnel and outside business contacts.

The Company reserves the right to discipline or terminate any employee for violating any Company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that **Waste Pro USA** retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- Unsatisfactory quality or quantity of work;
- Repeated unexcused absences or lateness;
- Failing to follow instructions or Company procedures; or
- Failing to follow established safety regulations.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- Falsifying an employment application or any other company records or documents;
- Failing to record working time accurately or recording a co-worker's timesheet
- Insubordination or other refusal to perform
- Using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- Disorderly conduct, fighting or other acts of violence
- Misusing, destroying or stealing company property or another person's property
- Possessing, entering with or using weapons on company property
- Possessing, selling, using or reporting to work with alcohol, controlled substances or illegal drugs present in the employee's system, on company property or on company time
- Violating conflict of interest rules
- Disclosing or using confidential or proprietary information without authorization
- Violating the Company's computer or software use policies, and
- Being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

Progressive Discipline

Waste Pro USA retains the discretion to discipline its employees. Oral and written warnings and progressive discipline up to and including discharge may be administered as appropriate under the circumstances.

Please note that **Waste Pro USA** reserves the right to terminate any employee whose conduct merits immediate dismissal without resorting to any aspect of the progressive discipline process.

Zero Tolerance for Workplace Violence

Waste Pro USA has a zero-tolerance policy concerning threats, intimidation and violence of any kind in the workplace either committed by or directed to our employees. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment, vendor or customer relationship.

Employees are not permitted to bring weapons of any kind onto company premises or to company functions. Any employee who is suspected of possessing a weapon will be subject to a search at the company's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk and workspace.

If an employee feels he or she has been subjected to threats or threatening conduct by a coworker, vendor or customer, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

Drug and Alcohol Policy

Waste Pro USA strives to maintain a workplace free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Misuse of alcohol or drugs by employees can impair the ability of employees to perform their duties, as well as adversely affect our customers' confidence in our company. **Waste Pro USA** requires that all applicants for employment submit to a test for intoxicants prior to employment. Failure or refusal to submit a test will result in withdrawal of a conditional offer of employment and/or discharge of employment if employed pending receipt of intoxicant test results. No applicant will be asked to take a test unless an offer of employment has been made. All offers of employment are conditional upon a negative test result.

Alcohol

Employees are prohibited from using or being under the influence of alcohol while performing company business for **Waste Pro USA**, while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

Illegal Drugs

Waste Pro USA employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in **Waste Pro USA** facilities, while operating a motor vehicle for any job-related purpose, while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

Disciplinary Action

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

Drug Testing

Waste Pro USA may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. Refusal to consent to testing may result in disciplinary action, including termination. **Waste Pro USA** also conducts random quarterly testing for all employees. Refusal to take a random test will result in termination. Positive test results will result in disciplinary action up to and including termination. Prior to any random testing, assistance through the Company's Employee Assistance Program (EAP) is available for substance abuse. Contact your Human Resources department for information.

Waste Pro USA requires that all subcontractors have their own substance abuse policy.

Searches

Waste Pro USA may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

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Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any **Waste Pro USA** property that is provided for employees' personal use, such as desks, lockers and files.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Open Door Policy

We encourage you to bring your questions and suggestions to our attention. Careful consideration will be given to each of these in our continuing efforts to improve operations.

If you feel you have a problem, you should present your situation to your supervisor so that the problem can be settled by examination and discussion of the facts.

If your supervisor was unable to satisfactorily resolve the matter, you may request a meeting with the Operations or Division Manager. Your suggestions and comments on any subject are important to us so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this process.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance, as well as your actions. A properly attired employee helps create a favorable image for the company, the public and fellow employees.

Company Equipment and Vehicles

When using **Waste Pro USA** property, including computer equipment or hardware, exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Notify your supervisor if any equipment or machines appear to be damaged, defective, or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to you or others. Should you have questions about the maintenance and care of any workplace equipment, ask your supervisor.

If you use or operate equipment improperly, carelessly, negligently, or unsafely, you may be disciplined or even discharged. In addition, you may be held financially responsible for any loss to **Waste Pro USA** because of such mistreatment.

You may not use any company property for personal purposes or remove any company property from the premises without prior written permission from an executive officer.

Return of Company Property Upon Separation

When an employee's employment with **Waste Pro USA** terminates, for whatever reason, the employee is required to immediately return all Company-owned property used during his/her employment, and all documents, disks, and other materials containing proprietary or confidential information belonging to the Company. This includes without limitation, keys, credit cards, computers, vehicles, communication devices, uniforms, identification cards or badges, and any other equipment, materials, or items purchased, leased, owned, or otherwise belonging to **Waste Pro USA**.

Upon separation, employees must return any originals or duplicates of any written or other tangible items, whether maintained in hard copy, film, microfiche or electronic medium, belonging to the Company, its subsidiaries, affiliates, successors, or assigns, including without limitation, correspondence, reports, memoranda, records, data, charts, notes, devices, specifications, drawings, customer lists, and any other item containing trade secret information or confidential information relating to **Waste Pro USA** products, services, designs, formulas, developmental or experimental work, computer games, databases, customers/clients, marketing strategies, business plans, financial information, and employee information. These items are property of **Waste Pro USA**.

Interpersonal Relationships Policy

As part of the **Waste Pro USA** culture, we encourage interaction between co-workers to create a sense of belonging. We think it is practical and healthy to form friendships with those you work with, considering the amount of time that is spent together.

However, there are guidelines for conducting ourselves appropriately when the relationship moves beyond friendship. This policy will address the areas of employment of family and employment of couples who are dating or living together.

Employment of Family

Waste Pro USA et al attempts to support its employees and their families in every way possible. As a leader in the industry, we realize that it is common for more than one member of the same family to be employed here. However, we also recognize that having married couples or other relatives working closely together can be awkward. For that reason, it is **Waste Pro** policy for members of an immediate family to not be in direct report to each other. It is strongly encouraged that they work in different departments. Family members who do work in the same departments should not be the supervisor over the other family member. In all cases, every effort will be made to satisfy all involved parties. Employees who have questions or concerns about this policy should contact your Human Resources Administrator.

Employment of Couples Who Are Dating or Living Together

Waste Pro USA will not interfere in personal relationships between employees unless necessary. However, if the relationship affects the job performance of any of its employees, the Company may, in its discretion, intervene. At all times when employees who are involved in romantic relationships with each other are either on **Waste Pro** property or engaged in **Waste Pro** business, they are expected to avoid conversations and behaviors that a reasonable person would find offensive or inappropriate to the workplace.

To avoid conflicts of interest, an employee who is dating or living with another employee may not supervise that employee or be involved in any way in employment decisions or benefits that affect that employee. An employee who anticipates being in a situation that violates this policy must disclose the relationship to the Human Resources Department before the violation occurs. Violation of this policy is grounds for immediate discipline, up to and including discharge.

All employees, whether they are dating or living with co-workers or not, are reminded that sexual harassment, whether it occurs on or off the job, is strictly prohibited. Any employee who is found to have sexually harassed another employee will be disciplined in accordance with **Waste Pro's** sexual harassment policy. Employees who feel they are being harassed by another employee should immediately inform the Company by following the harassment reporting procedures in the Company's sexual harassment policy.

Compensation & Work Schedule

Breaks, Attendance and Punctuality

Waste Pro USA has various work schedules, verify your schedule with your department manager. If you have any questions regarding your schedule, breaks or meal breaks, please discuss with your manager. All attendance incidents are subject to review by Management and corrective actions may be adjusted based on circumstances. Also, your department manager is responsible for approving and scheduling your break time.

If You Call In Sick

Employees are granted one paid sick day at the beginning of each quarter after their initial 90 days of service. These days will accumulate over the calendar year but will not be carried over from year to year. Paid sick days will only be granted when the employee gives the company one (1) hour notice prior to start time that they will be unable to attend work. **This notice must be to a designated supervisor and must be called in by the employee.** A relative or friend may only call in for you if you are incapacitated.

If You No Call No Show

Any time that an employee misses work and does not call within two hours of their start time, it will be considered a no-call no-show. This will automatically result in a suspension for the employee. Employee will be required to exhaust any available sick days.

All absences will be considered excused or unexcused. Excused absences will be those taken for bereavement, sickness with a doctor's note, or days off granted by management with 48 hours notice.

Unexcused absences will result in progressive discipline. The first occurrence will result in a verbal warning, the second a written warning, the third a suspension and the fourth termination. Each occurrence will remain in effect for a calendar year. If an employee does not call in for more than three (3) consecutive days will be considered job abandonment.

Each employee will have a designated start time. There may be a fifteen minute grace period before that employee is considered late – depending on the rules in place for each facility and department. Being late will be considered ½ an unexcused absence. Additionally, if an employee leaves work before finishing their shift, it will be considered ½ an unexcused absence.

If you are absent, you must call your supervisor before 4:00 pm the day you are absent. Failure to do so may result in you not being scheduled for work on the following day.

All incidents are subject to review by Management and corrective actions may be adjusted based on circumstances.

General Pay Information

Certain deductions will be made in accordance with federal and state laws.

In addition, the Company makes available certain voluntary deductions as part of the Company's benefits program. If an employee elects supplemental coverage under one of the Company's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury or leave of absence, he or she will be required to pay the monthly cost directly to the Company.

Payroll Advance / Loan Policy

Effective July 1, 2007, **Waste Pro USA** has implemented a Payroll Advance / Loan Policy for employees.

From time to time it may be deemed necessary for an employee to request an advance/loan against their payroll. The qualifications and guidelines are as follows:

- Employee must be employed by **Waste Pro USA** (et al) for at least twelve (12) consecutive months prior to request date.
- Employee may not be advanced/loaned more than one week's wages.
- Employee may not receive more than one advance/loan during a twelve (12) month period.
- Advance/Loan must be deemed, by management, an emergency to protect the well-being of the employee or their family.
- Advances/Loans must be repaid during the next two (2) pay cycles following the date of the advance.

Any violation of the above criteria may result in suspension or termination of the employee and the supervisor authorizing the advance/loan.

Overtime

Because of the nature of work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests. After a natural disaster that impacts a **Waste Pro USA** service community causing down-time, employees may be asked to work additional hours to bring the schedule current.

All overtime **must** be approved **in advance** by the department manager or an executive officer.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation leave, personal leave, or any leave of absence will not be factored in as hours worked when calculating overtime.

Pay Schedule

Employees will be paid bi-weekly on Fridays. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday.

The pay week starts at the beginning of your shift on Sunday and includes all work you perform up to close of business on Saturday.

You have the option of receiving a pay card or being paid through our direct deposit program. If you are interested in the direct deposit method, please supply a voided check to the payroll department. Effective January 1, 2009, pay cards will be mandatory for employees who do not already have direct deposit.

Performance Evaluations

Our performance review program is designed to provide a basis for better communication and understanding between you, your department manager and the president. The review will provide an opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths; discuss career development and how to approach meeting your goals.

Your performance is important to our company. The standard company policy is that hourly employees will be reviewed in June of every year. Salaried employees will be reviewed in March. Note that the months may vary by location, but annual reviews will occur.

Newly hired employees are hired with the understanding they are in a 90 day introductory period from the first day worked. Typically, you will be reviewed at the end of the introductory period.

The president will review all division managers.

Salary Deduction Policy for Exempt Employees

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pays at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. However, the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. The FLSA also exempts certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet the requirements of the FLSA and Department of Labor's regulations.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at least \$455 per week on a salary basis. These salary requirements do not apply to certain outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees must be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions for an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis". If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability is the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Company Policy

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSA.

Improper Deductions

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor, a Human Resources manager, or a Company representative responsible for payroll.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

Timekeeping Rules for Non-Exempt Employees

Waste Pro USA strives to maintain strict compliance with the Fair Labor Standards Act (FLSA). The FLSA is a federal law that protects employees from unfair pay practices and guarantees non-exempt employees payment of minimum wage and overtime. The rules below are designed to help **Waste Pro USA** with the FLSA and to ensure that all employees are paid fairly and legally. Failure to follow these rules may subject you to discipline up to termination. These rules apply to non-exempt employees only. If you are unsure of your status as exempt versus non-exempt, please ask your Human Resources Manager.

- You must keep an accurate record of all your work hours in the manner designated by **Waste Pro USA** (e.g., handwritten time card, time clock, timekeeping computer program, etc.).
- Review the accuracy of your time records before submitting them to your supervisor for processing. If you need to make a change to your time records to correct an error, make the correction before you submit it for processing. When you sign and submit your time records, you are certifying that they are complete and that they accurately reflect all hours that you worked.
- Employees are responsible for maintaining their own time records. Do not allow another employee to sign in/out for you, and do not sign in/out for another employee. Do not tamper with timekeeping equipment.
- Enter the exact time that you begin and end working on your time records. Record all breaks during which you are completely relieved from work duties if they exceed 20 minutes, including meal breaks. You should not be performing any work during your recorded breaks, as these entries may be deducted from your total work hours as non-compensable time off.
- You must obtain your supervisor's approval before working over and above your regularly scheduled work hours. This includes time incurred before or after your regular shift, during unpaid meal breaks, or after hours at your home or another off-site location. If you do perform any work outside of your regularly scheduled hours, you should record the time accurately on your time records.
- Your time records should include entries for time spent at mandatory, job-related training programs, lectures, or meetings.
- Do not carry over hours of work from one day to the next, or from one week to the next. Your time records should reflect the exact hours worked for each day indicated.

Paid Time Off

Bereavement

Waste Pro USA and its affiliates will pay up to 3 days bereavement for the passing of the following family members: Parents, Parents-In-Law, Children, Step Children, Siblings, Siblings-In-Law, Grandparents and Grandchildren. Proof of the death should be submitted to the Payroll department.

Holidays

Waste Pro USA observes the following holidays:

- New Year's Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Fulltime employees are eligible for paid holidays, after completing the 90 day introductory period.

Due to business needs, some employees may be required to work on company holidays. Your supervisor or manager will notify you if this may apply to you. Those employees that work on a holiday will receive their normal pay in addition to holiday pay.

You must work your scheduled day before and after the holiday in order to be paid for the holiday, unless you have prior permission from your department manager.

Jury Duty

Employees are encouraged to serve on jury duty and fulfill their civic obligations. Employees who are scheduled for jury duty must provide documentation of the jury duty summons to their supervisor immediately.

Unless otherwise required by state or local law, **Waste Pro USA** will compensate employees their regular pay for up to three (3) days of time they are required to serve. Employees must provide evidence of service including monies received from jury duty to their immediate supervisor for submission to the Payroll Department.

If excused or released from jury duty, employees are expected to return to work promptly.

Sick Days

Fulltime employees who have completed their mandatory introductory period are eligible to earn sick day credits quarterly, not to exceed four (4) paid sick days for the year.

Employees are granted one (1) sick day at the beginning of each quarter after their introductory period. These days will accumulate over the calendar year, but will not carry over from year to year. Available sick days will be paid any time an employee calls off work or arrives after the route assignments have been issued and the employee is sent home.

Vacation

Waste Pro USA provides paid vacation time for eligible employees as follows:

Vacation may be used as soon as it is accrued. Length of service with the Company determines the rate at which eligible employees accrue vacation. Employees become eligible for the new higher accrual rate on the first day of the calendar year following their landmark anniversary date, as follows:

- After first year, you will receive one week (5 days) of vacation time.
- After second year, you will receive two weeks (10 days) of vacation time.
- After seventh year, you will receive three weeks (15 days) of vacation time.

Requests for vacation should be submitted in writing at least one month in advance to the department manager. When possible, vacation periods will be assigned in accordance with employee request, taking operating requirements into account. Generally speaking, length of employment determines priority when scheduling vacation times.

Employee Handbook

Eligible employees will be paid for any earned and unused vacation upon termination, only if the employee has completed at least one full continuous year of employment and they give sufficient notice of termination (per **Waste Pro USA** policy – 2 weeks). If an employee quits without notice or is terminated for cause, the employee waives the right to vacation pay. Any earned and unused vacation time will be paid out on the last pay period of the year and will renew at the first of the year. Hourly and Daily employees may cash out one week of vacation prior to the end of the year.

Vacation time may also be used after a facility is forced to close due to natural disaster.

Safety and Emergency

Emergency Measures

We realize that bad weather or hazardous commuting conditions may occasionally make it impossible for employees to report to work on time. However, you are expected to make a diligent effort to report to work when conditions have improved. If you determine that you are unable to report to work because of the conditions, inform your supervisor as soon as possible. Your absence will be charged to personal or vacation time.

If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees. If there is a question as to whether the office will be open, call your place of work. If there is no answer within one hour after the normal start time, assume the office is closed.

Fire Safety

Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires. Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows or doorways. Review the fire escape routes posted in each work area.

Safety

Waste Pro USA is committed to maintaining a safe and healthy environment for all employees. Report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to your manager.

If you or another employee is injured, contact your supervisor or manager immediately. Seek help from outside emergency response agencies, if needed.

You must complete an Employee's Claim for Workers' Compensation Benefits Form if you have an injury that requires medical attention. If your injury does not require medical attention, you must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. You can obtain the required forms from Human Resources or your manager.

A federal law, the Occupational Safety and Health Act (OSHA), requires that we keep records of all illnesses and accidents that occur on the job. OSHA also provides for your right to know about any health hazards that might be present on the job.

In addition, the state Workers' Compensation Act also requires that you report any illness or injury caused by the workplace, no matter how slight. If you do not report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. You can get the required reporting paperwork from Human Resources or your manager.

Additionally, regular safety meetings are held at each location. Check with your supervisor for dates and times. Each new driver should have a week of safety training with an experienced employee for rules and procedures. Periodically, this will be checked by management to insure proper procedures are being followed.

Safety Performance Bonus

Waste Pro USA offers a \$10,000 Safety Performance Bonus to employees who meet eligible criteria.

Eligibility: Only fulltime permanently employed CDL licensed drivers, who have been in a driving position for a three (3) year period beginning after successfully completing the 90 day introductory period. The driver must hold a CDL for the entire three year period. Driver must diligently complete pre and post trip reports daily.

Additional Criteria:

- No missed scheduled days of work, must have **positive attitude** and **actions** towards other employees, vendors and customers
- No logged customer complaints (legitimate complaints)
- No property damage or vehicle damage of any kind
- No Workers' Compensation claims or injuries of any kind
- No breakdowns caused by the driver. Trucks must be kept clean both inside and out at all times.

Employee Benefits

COBRA

The right to continuation coverage for group health plan benefits was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the group health plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the group plan and federal law, you should review the plan's Summary Plan Description (SPD) or contact a member of Human Resources.

What is COBRA Continuation Coverage?

COBRA coverage is a continuation of plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the plan is lost because of the qualifying event. Under the plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

The spouse of an employee will become a qualified beneficiary if he/she loses coverage under the plan because of any of the following qualifying events:

- The employee/spouse dies;
- The employee/spouse's hours of employment are reduced;
- The employee/spouse's employment ends for any reason other than his/her gross misconduct;
- The employee/spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- The individual becomes divorced or legally separated from the employee/spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the plan because any of the following qualifying events happens:

- The employee/parent dies;
- The employee/parent's hours of employment are reduced;
- The employee/parent's employment ends for any reason other than his/her gross misconduct;
- The employee/parent becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer sponsoring the plan, and that bankruptcy results in the loss of coverage of any retired employee covered under the plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the plan.

When is COBRA Coverage Available?

The plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child); **you must notify the Plan Administrator within 60 days, unless the Plan specifically allows a longer notice period, after the qualifying event occurs.**

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualifying beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage may last for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which the employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. (Note: If the qualifying event is the end of employment or reduction in hours due to the employee's active military service, alternative continuing coverage may be available for up to 24 months under a separate law – the Uniformed Services Employment and Reemployment Rights Act – USERRA. Ask the Plan Administrator for qualification requirements and additional information about this benefit.) There are two ways in which this 18-month period of COBRA continuation coverage can be extended:

1. If you or anyone in your family covered under the plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before your 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must notify the Plan Administrator of the Social Security Administration's determination within 60 days of the date of the determination.
2. If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan Administrator. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. You must notify the Plan Administrator of the second qualifying event within 60 days of the date of the event.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Plan Administrator.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the US Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.

Workers' Compensation

Waste Pro USA provides insurance to compensate for any illness or injury an employee might suffer while working on company premises, traveling on official company business, or attending an activity officially sponsored by the Company. If you become ill or injured, please get medical attention at once.

You must also report the details to your supervisor immediately. And you must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which you may be entitled.

Unemployment Compensation

The law provides unemployment compensation benefits to protect workers from economic hardship due to a loss of employment. A terminated employee who is unable to secure new employment may file a claim for unemployment compensation. An employee may be eligible for unemployment compensation if he/she was terminated for reasons other than misconduct, as defined by state law. Generally, employees who voluntarily resign without "good cause" are not eligible for benefits.

When an employee files a claim for unemployment compensation, the employer is required to provide a written statement detailing the circumstances or reasons for the employee's termination. The employer will also be asked whether payment of unemployment compensation is opposed. The answer provided by the employer may determine the employee's eligibility for benefits. If either party disagrees with the initial determination with respect to coverage, an appeal can be made. A formal hearing is held in the event that there is an appeal.

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DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under applicable State law as outlined in Addendum A.

A. Post-Offer Job Applicant Screening

This company will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result; he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

This company will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

This company must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

This company may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Illegal Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting or distributing illegal drugs and/or unauthorized alcoholic beverages on company property or company business will be in violation of this policy, resulting in immediate termination of employment. Any employee who has a confirmed positive drug and/or alcohol test, as determined under applicable state law and listed below, will be subject to the company disciplinary action, as outlined in the company Employment Acknowledgment Agreement Form.

Table of Positive Drug Levels In Urine					
Drug to Be Tested For:					
Drug	Initial	Confirmation	Drug	Initial	Confirmation
See Addendum "A" Alcohol Levels					
Amphetamines	1,000 ng/ml	500 ng/ml	Barbiturates	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml	Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml	Methaqualone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml	Methadone	300 ng/ml	150 ng/ml
Phencylidine	25 ng/ml	25 ng/ml	Propoxyphene	300 ng/ml	150 ng/ml

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under applicable State law and may also forfeit unemployment benefits, under applicable state law.

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for medical and indemnity benefits under applicable Worker's Compensation Law and will also forfeit unemployment benefits under applicable State law.

D. Confidentiality

1. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be

used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this Rule, in determining compensability under Chapter 440.101 & 440.102 FL. Statutes.

2. Employers, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information.
 - b. The signature of the person authorizing release.
 - c. The purpose of the disclosure.
 - d. The duration of the consent.
 - e. The precise information to be disclosed.
3. Information on drug test results shall not be released or used in any criminal proceeding against the employee or job applicant. Information released contrary to this section shall be inadmissible as evidence in any such criminal proceeding.
 4. Nothing herein shall be construed to prohibit the employer, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the company or its agents defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

This company will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon the premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. This company retains the right to change the employee's job assignment during the term of treatment.

F. Drugs To Be Tested For: Common and Chemical Name

Over-the-counter and prescription drugs which could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphetamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitusin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

This company will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcp, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

1. A requirement of a drug-free workplace program is that within five working days after receiving notice of positive, confirmed test result, the employee must be allowed to submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days that the explanation is unsatisfactory and be given a copy of the positive test results. All documentation shall be kept confidential by the employer and shall be retained by the employer for at least one year.

2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims, or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the Medical Review Officer and the sample shall be retained by the laboratory until the case is settled.

I. Laboratory Assistance

The Medical Review Officer, designated by this company, shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results which could have been caused by prescription or non-prescription medication taken by the employee. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

1. Upon implementation of a drug-free workplace program, the employer shall detail in writing, within seven (7) days after testing an employee who had exhibited suspicious behavior, the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.
2. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed, SAMSHA or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.
3. The testing laboratory may not disclose any information concerning the health or mental condition of the tested employee.
4. This company may not request or receive from any testing facility any information concerning the personal health, habits, or condition of the employee or job applicant, including the presence or absence of HIV antibodies in that person's body fluids.
5. This company may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test. All initial positive results are automatically subject to a GC/MS confirmation test before any results are reported to the Medical Review Officer.
6. This company may not discharge, discipline or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the company for a drug-related incident, if the employee has not previously tested positive for the drug, entered an employee assistance program for drug-related problems, or entered an alcohol and drug rehabilitation program.

K. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the workplace, this company reserves the right to search all vehicles, containers, lockers, or other items on this company's property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon this company's request. Searches will be conducted only where this company has reason to believe that the employee has violated this company's substance abuse policy. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to this company's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. Because the primary concern is the safety of its employees and their working environment, this company will not normally prosecute the employee in matters involving illegal substances. However, this company will turn over all confiscated drugs to the proper law enforcement authorities. Further, this company reserves the right to cooperate with or enlist the services of proper law enforcement authorities in the course of any investigation.

L. Collective Bargaining Rights

This policy does not eliminate the bargaining rights of any employee covered under any collective bargaining agreement between this company and any certified labor organization as provided in the collective bargaining process, if applicable.

M. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

This company uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers.

For information concerning laboratories and medical review officer services please contact:
Total Compliance Network/South Atlantic Testing Services * (954) 677-1200 * 5440 NW 33rd Avenue, Suite 106, Ft.
Lauderdale, FL 33309

N. Employer Protection

This policy supercedes any information provided to applicants and/or employees, either written or oral. This company reserves the right to change provisions of this policy and testing program at any time in the future.

O. Drug Referral Services and Support Groups

Nationwide:

1. Alcohol Hot-line: 1-800-ALCOHOL, 24 hour referral line for information on programs designed for alcoholics.
2. Cocaine Hot-line: 1-800-COCAINE, 24 hour referral line for information on programs designed for cocaine abuse.
3. National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357, Confidential information on treatment, self-help, and support programs for drug users.

P. Educational Material On Substance Abuse

WHAT IS SUBSTANCE ABUSE?

Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries and/or feelings of inadequacy.

Many of us enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines or even jail! The typical reasons given for taking the express train to Utopia with drugs are it helps me relax, it heightens the senses, it expands the mind and/or it makes me feel confident. The truth is, you can achieve these same feelings naturally without destroying your body and life. A "natural high" is legal. Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work and increased employee theft.

It is never too late or too soon to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. *It will only get worse.* The first thing you must do is accept the fact that abusing drugs and alcohol is like playing with fire- it can and will destroy the lives of people just like you everyday. Pushing yourself to the limit with drugs and alcohol will only destroy all that you hope to be. Talk to a close friend about your problem, if your friends keep telling you that you have a problem, listen to them and take a good look at yourself. Sometimes it's not easy to see ourselves clearly.

Many companies have employee assistance programs (EAP 's) that refer you to professionals and groups to help you with your problem. They also provided information about insurance coverage for treatment. These programs are **voluntary** and **confidential!** No one can make you go or hold it against you if you do go. Your company realizes that anyone who is willing to seek help deserves the company's support. Another source for help is your *phone book*. Look in the yellow pages for Health Organizations, Social Services and Mental Health Organizations. Since substance abuse harms everyone, join with others to oppose it. *Encourage* those who need help to get it, at work or in the community. One of the most effective ways to fight substance abuse at work is for employees to unite against it. Make it clear that alcohol or drug use on the job is absolutely unacceptable.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL - Alcohol is legal, socially acceptable and inexpensive substance to use. Because it is accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking and abusive drinking.

The following check list may help you determine if you have a drinking problem. **Do You:**

*lose time from work due to drinking? *want to drink in the morning? *have trouble sleeping? *drink to feel more confident or outgoing?*feel easily frustrated?*find you are overanxious or oversensitive? *blame others for your problems? *drink alone? *let family or job responsibilities slide? *forget what happened when you're drinking? *find

you have lost weight? *find your mind is not working quickly *have violent mood swings

If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem.

Admitting that you have a problem is the first step. The best place to start solving it is by contacting **Alcoholics Anonymous**. An AA group is as close as your phone book. *Alcohol* is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

Fact: A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years. **Other Effects:**

***greatly impaired driving ability *reduced coordination and reflex action *impaired vision and judgment *inability to divide attention *lowering inhibitions *overindulgence (hangover) can cause: headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.**

MARIJUANA - Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names.

Fact: While alcohol dissipates in a matter of hours, marijuana stays in the body for 28 days. *Marijuana* alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities. **Other Effects:**

***increased pulse rate and blood pressure *rapidly changing emotions and erratic behavior *altered sense of identity *impaired memory *dulling of attention *hallucinations, fantasies and paranoia *reduction or temporary loss of fertility**

COCAINE - is a stimulant drug, which increases heart rate and blood pressure. As a powder, *Cocaine* is inhaled (snorted), ingested, or injected. It is known as "coke", "snow", "nose candy" and "lady". *Cocaine* is also used in a free-base form known as "crack" or "the rock" which is smoked. It acquired its name from the popping sound heard when it is heated. **Fact:** Many people think that because crack is smoked, it is "safer" than other forms of cocaine use. **It is not.** Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and last about 15 minutes. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-included heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed- leading to death. **Other Effects:**

***impaired driving ability * anxiety *reduced sense of humor *accelerated pulse, blood pressure and respiration mood swings* heightened, but momentary, feeling of confidence, strength and endurance *paranoia, which can trigger mental disorders in users prone to mental instability *repeated sniffing/snorting results in irritation of the nostrils and nasal membrane *compulsive behavior such as teeth grinding or repeated hand washing**

AMPHETAMINES - are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are "speed", "uppers", "black beauties", "bennies", "wake ups", "football" and "dexies".

Fact: People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported. **Other Effects:**

***loss of appetite *irritability, anxiety, apprehension *increased heart rate and blood pressure *difficulty in focusing eyes *exaggerated reflexes *distorted thinking *perspiration, headaches and dizziness *short term insomnia**

OPIATES - Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are "horse", "hard stuff", "M", "brown sugar", "Harry" and "Mr. H".

Fact: Heroin, also called "junk", or "smack", accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used. **Other Effects:**

***reduced vision, impaired driving ability *change in sleeping habits, drowsiness followed by sleep *constipation, decreased physical ability *short-lived state of euphoria, possible death**

PHENCYCLIDINE (PCP) - also called "angel dust", "rocket fuel", "super kools" and "killer weed" was developed as a surgical anesthetic in late 1950's. Later due to it's unusual side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer.

Fact: *PCP* is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. *PCP* scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of *PCP* produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions. **Other**

Effects:

*impaired driving ability *drowsiness *thick, slurred speech *blank stare *involuntary eye movement *perspiration
*repetitive speech patterns *incomplete verbal responses

COMBINATIONS OF DRUGS - The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, etc. can be especially dangerous.

As long as there is a demand for drugs and alcohol there will be a supply, in ever-changing variations. The solution is preventing the demand for drugs and alcohol.

ADDENDUM "A"

This addendum contains the following information for each applicable State:

1. Individual applicable State laws.
2. Positive alcohol levels and acceptable type of specimen for alcohol testing.
3. Information on drug and alcohol referral services and support groups.
4. Any additional information or changes to standard policy, if required under applicable State law.

A. Florida

1. Fla. Stat. Ann §440.101-440.102 (2003) Fla Admin. Code Ann. r. 59A-24 (2000)
2. Alcohol-Blood .04 g/dl.

Where to seek help:

Project Refocus Inc.
254 South CR 427
Suite 229
Longwood, FL 32750
(407) 332-9918

Community Treatment Center
1215 Lake Dr.
Cocoa, FL 32922
(321) 632-5958

Drug Abuse Treatment Assoc.
4590 Selvitz Rd.
Suite B
Ft. Pierce, FL 34981
(561) 595-3322

Metamorphosis
4201 SW 21st Place
Gainesville, FL 32607
(352) 955-2450

Gateway Community Services
555 Stockton St.
Jacksonville, FL 32204
(904) 387-4661

Putnam Behavioral Healthcare
320 Kay Larkin Dr.
Palatka, FL 32177
(386) 329-3784 x 8661

Operation Par Inc.
3049 Cleveland Ave.
Suite 109
Ft. Myers, FL 33901
(239) 338-2300

B. Georgia

1. GA. Code Ann. §34-9-17(1998), §§ 34-9-410 to 421 (2002), § 33-9-40.2 (2000) and § 34-8-194 (2) © (1998).
2. Alcohol-Blood or Breath .08 g/dl.

Where to seek help:

Advantage Behavioral
195 Miles St.
Athens, GA 30601
(706) 369-5745

Atlanta Metro Treatment Center
6500 McDonough Dr.
Suite B-2
Norcross, GA 30093
(703) 242-7865

Athens Area
840 Hawthorne Ave.
Athens, GA 30606
(706) 546-7455

Educational Requirements

This company will provide a semi-annual education course to assist employees in identifying personal and emotional problems which may result in the misuse of alcohol or drugs; legal, social, physical and emotional consequences of the misuse of alcohol or drugs; and the Employer's policies and procedures regarding substance abuse and utilization of any employee assistance program offered by this company.

1. Employee Education

During the first year of this program, this company will provide all employees with a semi-annual substance abuse education program. The education program will be at least one hour and include information on: (1) the disease model of addiction for alcohol and drugs; (2) the effects and dangers of substance abuse in the workplace; and (3) the company's policies regarding substance abuse in the workplace and how employees can both obtain substance abuse treatment. During any subsequent years of certification, this company will provide all employees with an annual educational program.

2. Supervisor Training

During the first year of certification this company will provide all supervisors with the same semi-annual substance abuse education program as employees. In addition, this company will provide all supervisors with at least two hours of training on: (1) how to identify and document substance in the workplace; and (2) how to refer employees to treatment providers. During any subsequent years of certification, this company will provide all supervisors with a minimum of hour training.

C. South Carolina

1. S.C. code Ann §42-9-60 (1985); § 41-1-15 (supp.2003) and § 38-73-500 (2002). Dept. of Insurance Bulletin 97-3.
2. Alcohol-Blood or Breath-.04 g/dl.
3. All employees will be subject to random drug testing, as outlined in the policy.

Where to seek help:

Beaufort County
1905 Duke St.
Suite 270
Beaufort, SC 29902
(843) 470-4545

New Life Center
102 Ginn Altman Dr.
Hampton, SC 29924
(803) 943-2800

Axis I Center of Barnwell
1644 Jackson St.
Barnwell, SC 29812
(803) 541-1245

Conclusion

1. Changes in applicable State laws may occur and this company will enforce current applicable State laws, without notice.
2. Positive alcohol levels and acceptable types of specimens for alcohol testing may change for any reason, without notice, and may be considered a policy violation resulting in disciplinary action.
3. Information on drug and alcohol referral services and support groups may change without notice.



Home

Accounting

HR & Benefits

IT Department

Legal

Maintenance

Operations

Payroll

Purchasing

Safety

Sales & Marketing

Tower

Safety

Safety Related Forms, Policies and Manuals

For any Safety issues or questions please
contact

Larry Stone

Regional Safety Contact List

ACCIDENT RELATED FORMS

- Driver Self Pay - English
- Driver Self Pay - Spanish
- Safety Committee - Accident Review Boards
- Waste Pro Employee Incident Report
- Waste Pro Supervisors Report
-

Insurance

- Subcontractor Hauler Insurance Requirements
- Certificates of Insurance

Policies and Guidelines

- Driver's Road Test Examination
- Employee Disciplinary Action Report
- General Release - Property Damage
- Light Duty Letter - Example
- Safety Audit
- Waste Pro Medical Questionnaire - English
- Waste Pro Medical Questionnaire - Spanish
- Workers Comp Form
- Drug Free Work Place Brochure
- Absolute Rules Form
- Absolute Rules Form - Spanish
- Absolute Rules Form - Creole
- Chargeability Guidelines
- 300 OSHA Recordability Flow Chart

For all request for a certificate of insurance, send an email to the Certificate Center (**certificates@willis.com**) and cc: Wendy Fleenor at **Fleenor_we@willis.com**

Your email message should include:

Certificate Holder Name

Certificate Holder Mailing Address

- Notate in your email certificate request, if any additional language is required; ie, additional insured, etc.

CSA 2010

- **CSA 2010 Driver Training Power Point**
- **CSA 2010 Driver Training Quiz**
- **CSA 2010 Website**

Training

- NEW** ○ **Employee Safety Meeting Form**
- **OSHA Recordkeeping Guidelines**
- **Skidding and Hydroplaning in Raining Conditions**
- NEW** ○ **Control of Hazardous Energy 2013**

Drug Test Forms

- **Drug Test Cover Sheet**



- **CNG Training**
- **Safety Training for CNG Fueling**

- **2010 Managers Meeting Presentation**

Driver Qualification Forms

- **Driving Record Request Form**
- **PSP Employee Acknowledgement Form**
- NEW** ○ **Repeaters List Watch Form**
- NEW** ○ **Driver Watch Form - August 2011**
- NEW** ○ **No Driving Privilege Form - August 2011**
- NEW** ○ **Route Observation Form - August 2011**
- **Waste Pro Seat Belt Policy Form - English**
- **Waste Pro Seat Belt Policy Form - Spanish**
- **Waste pro Seat Belt Policy Form - Creole**

Job Functions

- **Job Functions -**

- **CNG Fueling & Safety Precautions**

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MEDICAL QUESTIONNAIRE

(To be completed after an offer of employment is extended)

NAME OF EMPLOYER _____
NAME OF EMPLOYEE _____
EMPLOYEE'S SOCIAL SECURITY NUMBER _____ HEIGHT _____ WEIGHT _____

1. Do you have or have you ever had any of the following?

YES	NO	YES	NO
_____	_____	_____	_____
Epilepsy (convulsions, seizures)		Surgical or spontaneous fusion of a major weight-bearing joint (frozen joint)	
_____	_____	_____	_____
Diabetes (medication Yes _____ NO _____)		Hyperinsulinism	
_____	_____	_____	_____
Cardiac (heart) disease		Thrombophlebitis	
_____	_____	_____	_____
Meniscetomy (inflammation of cartilage of certain joints (eg. knee)		Herniated inter vertebral disk or spinal fusion	
_____	_____	_____	_____
Amputation of the foot, arm or hand		Total deafness	
_____	_____	_____	_____
Total loss of sight of one or both eyes, or partial loss of corrected vision of more than 75% bilateral		One or more back or neck injuries or neck sustained by a doctor's opinion and resulting in disability over a total of 130 or more days	
_____	_____	_____	_____
Cerebral palsy		Obesity (30% overweight)	
_____	_____	_____	_____
Multiple sclerosis		Patelectomy (surgically remove the knee ligament)	
_____	_____	_____	_____
Parkinson's disease		Ruptured cruciate ligament (knee ligament)	
_____	_____	_____	_____
Hemophilia		Other _____	
_____	_____	_____	_____
Chronic osteomyelitis (infection in the bones)			

2. Have you previously received worker's compensation for an on-the-job injury _____ Yes _____ No
If yes please write why, when and where _____

3. Have you ever received a disability or had one assigned to you by an insurance company of state/ federal agency?
_____ Yes _____ No. If yes did you have surgery _____ Yes _____ No. If yes please give details _____

4. Have you ever injured or sprained your back? _____ Yes _____ No.
If yes did you have surgery _____ Yes _____ No. If yes please give details _____

5. Have you ever injured or sprained your neck? _____ Yes _____ No
If yes did you have surgery _____ Yes _____ No. If yes please give details _____

6. Have you ever injured or sprained you knee? _____ Yes _____ No
If yes did you have surgery _____ Yes _____ No. If yes please give details _____

7. Have you ever had any other type of surgery not mentioned above? _____ Yes _____ No
If yes please give details _____

8. Do you have arthritis? _____ Yes _____ No
If yes please give details _____

The information on this form shall not be used to discriminate against a qualified individual with disability because of the existence of the dis in regard to the following: job application; hiring; advancement or discharge of the employee; employee compensation job training; and other conditions, and privileges of employment. Under penalty, I declare that I have read the forgoing and that the facts alleged are true to the best knowledge and belief.

EMPLOYEE NAME _____ DATE _____

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WASTE PRO ABSOLUTE RULES

All employees must follow these rules created as a result of fatalities that have occurred within the industry. Violation of any of these rules is a serious offense and will be addressed in accordance with the Waste Pro Incident Policy. Violations shall result in disciplinary action up to and including termination of employment.

- 1) **Backing a vehicle with someone on the riding step.** Never drive in reverse unless all helpers are visible and no helpers are on the riding step(s).
- 2) **Seat Belt.** Seat belts are required and are to be used for every passenger in the truck. Drivers are not to leave the yard without a seat equipped with a seat belt for everyone in the truck. Drivers are to use seat belts when traveling to and from disposal sites, to and from the route and when the truck speed exceeds 10 mph or travels more than 2/10 of a mile.
- 3) **Exceeding the speed limit posted or set by policy** for the following:
 - **School Zone.** Observe the posted speed limit
 - **Riding Step.** Do not allow personnel to ride outside the cab if the truck is traveling over 10 mph or traveling farther than 2/10 of a mile. (Approximately two city blocks).
 - **Stand-Up Right Side Driving.** When in the stand-up right side drive position:
 - Never operate the truck over 20 mph.
 - Never travel greater than ¼ of a mile between stops.
- 4) **Left Turns.** Left turns are prohibited from a dual drive vehicle driven from the right side. The driver must change to the left side drive to make left turns.
- 5) **Double Siding.** Double siding is strictly prohibited unless approved by the District Manager and specific conditions are met and documented. Double siding is not an alternative to zigzagging. Double siding is defined as employees physically crossing the street to serve the customer.
- 6) **Zigzagging.** Zigzagging is strictly prohibited. Zigzagging (snaking) is operating the vehicle across lanes of traffic into opposing traffic or parking in the direction of oncoming traffic in order to serve the customer.
- 7) **Modifying or Disabling Safety Devices.** It is prohibited to change, disable, disconnect or modify equipment. Manufacturer's approval must be obtained before any changes are made in the use or the design of the equipment. Authorized and specially trained technicians approved by the Corporate Fleet Manager must perform the work.
- 8) **Safely Securing the Vehicle.** Never climb in, on or under a vehicle without safely securing the vehicle. This includes but not limited to walking or placing any part of your body under a raised tailgate, body or hoist. Remove the key and lock out the truck when exiting truck leaving the truck unoccupied.
- 9) **Parking Brake Operation.** Drivers must apply the parking brakes when parking. Drivers must ensure the parking brakes are holding the vehicle from moving before exiting the vehicle. Drivers are not to use the parking brake to slow or stop the vehicle. Drivers are not to use hand control valve or work brake for parking. The work brake is to be utilized while servicing customers on route.
- 10) **Tipping Floor Policy.** Do not allow helper out of cab in Tipping Area. Only the driver can exit the cab in the work zone. Helpers are to remain inside the cab.

Employee Signature: _____

Date: _____

Employee Name Printed: _____

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INCLUDED MERELY AS A DIVIDER



EMPLOYEE SAFETY MEETINGS

I. SAFETY MEETINGS

- MANDATORY safety meetings shall be conducted each month. All drivers, helpers, mechanics and supervisors are required to attend. Division Managers may delegate the Safety Meeting Facilitator to accommodate each line of business.
- Toolbox talks – informal meetings in smaller groups within a line of business can be conducted on a more frequent basis or as warranted.
- The Safety Meeting Facilitator can schedule meetings more than once per week to ensure all personnel can attend.
- Monthly meetings shall be at least 20 minutes long covering safety topics, accident trends, safety violations, and current safety topics affecting Waste Pro. The objective of these meetings is to prevent unsafe behaviors, in order to educate and train the workforce. Highlight incidents that have occurred in the past to create awareness and remind drivers of common errors and unsafe practices.
- Scheduled Safety Meetings should be posted at least a week prior to the scheduled date to allow all employees to make arrangements to attend the meeting. It is critical that every employee attend the meetings. Personnel on vacation, out sick, or out due to prior operational commitment must make up the session.
- Preparation for the safety meeting is imperative. The Facilitator must review the material provided and be prepared to instruct the meeting. Be creative! Employees need to provide the Facilitator their undivided attention during the meetings.
- Documentation of the meeting is a key factor for OSHA compliance. Employee shall acknowledge attendance on a sign-in roster for each meeting attended. Signed roster sheets will be attached to the training material and filed at the Division in the Training Record File. Documentation of the make up session shall be recorded on a supplemental sign in roster which shall be attached to original training roster.



EMPLOYEE SAFETY MEETING RECORD

Location Name:		Time:
Date of Training:		
Facilitator		
Handouts Provided:		
Reference Material:		
Description of topics discussed:		
Print Facilitator Name		Facilitator Signature



TOPIC COVERED

Date:

Time:

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Driver's Road Test Examination Overview

Facility Name / #: _____ Date: ____ / ____ / ____

Drivers Name: _____ Phone #: _____

Driver's Address: _____

City: _____ State: _____ Zip Code: _____

Start Time: _____ End Time: _____

Truck #: _____ Type of Vehicle: _____ Observation Location: _____

The road test shall be given by the motor carrier or a person designated by it. However, a driver who is a motor carrier must be given the test by another person. The test shall be given by a person who is competent to evaluate and determine whether the person who takes the test has demonstrated that he or she is capable of operating the vehicle and associated equipment that the motor carrier intends to assign.

Rating of

Performance: *This section to be answered as P for Pass or F for Fail.*

- _____ The Pre-trip Inspection (As required by Sec. 392.7)
- _____ Coupling and uncoupling of associated equipment and or combination units that the carrier intends to assign or have Driver work with.
- _____ Placing the equipment in operation.
- _____ Use of vehicle controls and or emergency equipment.
- _____ Operating the vehicle in traffic and while passing other vehicles.
- _____ Turning Vehicle.
- _____ Braking, and slowing the vehicle by means other than braking.
- _____ Backing, and parking the vehicle.

Date: _____ Examiner's Signature: _____

Print Name: _____

Remarks: _____

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INCLUDED MERELY AS A DIVIDER

Driver's Evaluation Road Test Form

Facility Name / #: _____ Date: ____ / ____ / ____

Drivers Name (*Print*) : _____

Examined By (*Print*) : _____

Note: All skills tested are important to help prevent accidents.

Pre Trip Inspection Check List

Yes _____ No _____ General condition of vehicle.
Yes _____ No _____ Proper operation of parking and brakes.
Yes _____ No _____ Steering.
Yes _____ No _____ All lighting devices and reflectors.
Yes _____ No _____ Condition of tires.
Yes _____ No _____ Horn and windshield wipers.
Yes _____ No _____ Rear view mirror adjustment.
Yes _____ No _____ Emergency equipment.

Placing vehicle in Operation

Yes _____ No _____ Uses seat belt.
Yes _____ No _____ Starts vehicle properly.
Yes _____ No _____ Checks traffic patterns.
Yes _____ No _____ Does not allow vehicle to roll while stopped.
Yes _____ No _____ Drives with both hands on wheel.
Yes _____ No _____ Steers Smoothly.
Yes _____ No _____ Maintains proper speed for conditions, and within speed limit.

Backing and Parking

Yes _____ No _____ Stops in correct position.
Yes _____ No _____ Avoids backing from blindside.
Yes _____ No _____ Gets out and checks entire area, prior to backing, if necessary.
Yes _____ No _____ Uses mirrors properly.

Intersections

Yes _____ No _____ Prepares to stop vehicle if necessary, even if traffic signal is green.
Yes _____ No _____ Checks in all directions for traffic conditions.
Yes _____ No _____ Stops vehicle in proper location when required.
Yes _____ No _____ Does not allow vehicle to roll when stopped.

Turning

Yes _____ No _____ Makes sure vehicle is in proper lane for turn.
Yes _____ No _____ Signals intention to turn well in advance.
Yes _____ No _____ Approaches turn at proper speed.
Yes _____ No _____ Checks traffic conditions and turns only when intersection is clear.

Passing

Yes _____ No _____ Only passes in safe location, where legally permitted.
Yes _____ No _____ Checks ahead and behind to make sure passing room is adequate.
Yes _____ No _____ Uses directional signals properly.
Yes _____ No _____ Leaves sufficient space between vehicles before moving back into lane.
Yes _____ No _____ Does not exceed speed limit.

Cell Phones

Yes _____ No _____ Uses only when safely stopped off street or highway.

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INCLUDED MERELY AS A DIVIDER

Waste Pro USA

Employee Screening

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Background Checks - Is every prospective employee being checked for Identification, Workers' Compensation, and Criminal History?	☐	☐	
2. Drug Free Workplace - Are all prospective employees being drug tested prior to hire?	☐	☐	
Post Accident	☐	☐	
Reasonable Suspicion	☐	☐	
D.O.T. Random Testing	☐	☐	
3. Motor Vehicle Records - Are motor vehicle records being checked for all prospective drivers?	☐	☐	
4. Medical Questionnaires - Are post offer medical questionnaires obtained for all new hires?	☐	☐	

Auto

5. Is the personal use of company/non-owned vehicle policy signed by all drivers?	☐	☐	
6. Are auto liability certificates of insurance being obtained for all employees using their personal vehicle for company business?	☐	☐	
Requiring specific limits of liability? Amount?	☐	☐	
7. Have all new and existing drivers signed the \$500.00 penalty form for at fault accident cost?	☐	☐	
8. D.O.T. Pre and post trip inspections - Are these being completed daily by all commercial drivers?	☐	☐	
9. D.O.T. Road test - Are all new drivers completing a formal road test with an experienced driver?	☐	☐	
10. Has the "No cell phone" policy been signed by all drivers?	☒	☐	

11. Driver road observations - Have all supervisors been formally trained on the "Be Safe/Be Proud" safety training dvd?

☐ ☐

12. Driver road observations - Is a minimum of 1 driver road observation being conducted per driver per month?

☐ ☐

13. Coaching the Refuse Driver - Is training being conducted for all new commercial drivers/helpers?

☐ ☐

Has training been conducted for all existing commercial drivers and helpers?

☐ ☐

14. D.O.T. driver files - Are commercial driver files being properly maintained?

☐ ☐

O.S.H.A.

15. Are O.S.H.A. 300 logs being maintained?

☐ ☐

16. Are facility safety self-inspections being conducted on a monthly basis?

☐ ☐

17. Have all employees signed the footwear policy?

☐ ☐

18. Have safety committees been developed and meet a minimum of quarterly?

☐

19. Are weekly documented safety meetings being conducted with all employees?

☐ ☐

20. Timely notice of loss - Are all losses being reported in a timely manner?

☐ ☐

Waste Pro Municipal Contract Experience

<u>Contract Name</u>	<u>Types of Service</u>	<u>Contact Person</u>
City of Apalachicola	Residential Garbage Residential Yard Trash Commercial Garbage	Betty Taylor-Webb City Administrator City of Apalachicola 1 Avenue E Apalachicola, FL 32618 Ph. 850/653-9319 Fax 850/653-2205
Commercial Container Count 70		
Residential Dwelling Count 1,039		Email apalachicola@gtcom.net Annual Bill \$295,000

City of Arcade	Residential Garbage	Debbie Mochus City Administrator City of Arcade P.O. Box 417 Jefferson, GA 30549 Ph. 706/367-5500 Fax 706/367-8972
Residential Dwelling Count 636		Annual Bill \$64,000

City of Archer	Residential Garbage Residential Yard Trash Residential Recycling Commercial Garbage	Douglas Drymon City Manager City of Archer P.O. Box 39 Archer, FL 32618 Ph. 352/495-2880 Fax 352/495-2445
Commercial Container Count 56		
Residential Dwelling Count 436		Email cityofarcher@gru.net Annual Bill \$104,000

City of Alachua	Residential Garbage Residential Yard Trash Residential Recycling	Traci Cain City Manager City of Alachua
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P.O. Box 9
Alachua, FL 32616
Ph. 386/462-1231
Fax 386/462-1985

Email ahenderson@cityofalachua.com

Residential Dwelling Count 2,800

Annual Bill \$548,000

City of Beaufort

Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Carts

Scott Dadson
City Manager
City of Beaufort
302 Carteret Street
Beaufort, SC
Ph. 843/525-7070

Residential Dwelling Count 4,233

Annual Bill \$481,546

City of Belleview

Residential Garbage
Residential Recycling
Residential Recycling
Commercial Carts

Dennis Moore
City Manager
City of Belleview
5343 SE Abshier Bl.
Belleview, FL
Ph. 352-245-7021
Fax 352-245-6532

Residential Dwelling Count 1,496

Annual Bill \$268,382

City of Belmont

Residential Garbage
Residential Recycling
Commercial Front Load

David Isenhour
City Manager
City of Belmont
115 N. Main Street
Belmont, NC 28012
Ph. 704-825-5586
Fax 704-825-0514

Residential Dwelling Count 4,097
Commercial Count 199

Annual Bill \$598,465

City of Bowman

Residential Garbage
Commercial Garbage

Pat Winslett
City Clerk
City of Bowman

P.O. Box 549
Bowman, GA 30624
Ph. 706/245-5432
Fax 706/245-5403

Commercial Container Count 16
Residential Dwelling Count 536

Annual Bill \$72,000

City of Bradenton Beach Residential Recycling
Residential Garbage

Nora Idso
Bradenton Beach
107 Gulf Dr. N.
Bradenton Beach, FL
Ph. 941/778-1005
Fax -941/778-7585

Residential Dwelling Count 750

Annual Bill \$30,900

Town of Branford Residential Garbage
Residential Yard Waste

Donald Owens
Mayor
Town of Branford
604 NW Suwannee
Branford, FL 32008
Ph. 386/935-1146
Fax 386/935-3873

Commercial Container Count 12
Residential Dwelling Count 320

Annual Bill \$86,900

City of Bristol Residential Garbage
Commercial Garbage

Robin Hatcher
City Clerk
City of Bristol
P.O. Box 207
Bristol, FL 32321
Ph. 850/643-2261
Fax 850/643-4525

Commercial Container Count 26
Residential Dwelling Count 400

Annual Bill \$111,000

Town of Brooker Residential Garbage

Ms. Charlene Thomas
Town Clerk
Town of Brooker
P.O. Box 127

Brooker, FL 32622
Ph. 352/485-1022
Fax 352/485-1433

Residential Dwelling Count 120

Annual Bill \$18,100

Town of Bronson

Residential Garbage
Residential Yard Waste
Commercial Garbage

Donna Conquest
Town Clerk
Town of Bronson
P.O. Box 266
Bronson, FL 32621
Ph. 352/486-2354
Fax 352/486-6262

Email bronson@svic.net

Commercial Container Count 23

Residential Dwelling Count 382

Annual Bill \$96,000

Buncombe County

Residential Garbage
Residential Recycling

Jerry Mears
Solid Waste Manager
Buncombe County
81 Panther Branch Rd.
Alexander, NC 28701
Ph. 828/250-5460

Residential Dwelling Count 25,000

Annual Bill \$4,425,000

Calhoun County

Residential Garbage

Sonny O'Bryan
County Administrator
Calhoun County
20859 Central Av. E.
Blountstown, FL 32424
Ph. 850/674-4545
Fax 850/674-5553

Residential Dwelling Count 2,500

Annual Bill \$500,000

Canton Mississippi

Residential Garbage
Bulk Waste

William Truly, Jr.
Mayor
City of Canton
P.O. Box 1605
Canton, MS 39046
Ph. 601/859-4331

Fax 601/859-4379

Residential Dwelling Count 4,025

Annual Bill \$436,000

City of Cape Canaveral

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Garbage

Rocky Randels
Mayor
Cape Canaveral
P.O. Box 326
Cape Canaveral, FL
32920
Ph. 321-868-1220
Fax 321-868-1248

Email cityofcapecanaveral@cfl.rr.com

Commercial Container Count 438

Residential Dwelling Count 1,800

Annual Bill \$965,112

City of Cape Coral

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Garbage

Mark Thiele
Manager
Cape Coral
PO Box 150027
Cape Coral, FL
33915
Ph. 321-868-1230
Fax 321-868-1248

Email ccfin@capecoral.net

Commercial Container Count 2,300

Residential Dwelling Count 70,000

Annual Bill \$11,000,000

Town of Carl

Residential Garbage
Residential Recycling

Danielle Rish
Town Clerk
Town of Carl
P.O. Box 52
Auburn, GA 30011
Ph: 706-876-1308
Fax: 706-867-3768

Residential Dwelling Count 182

Annual Bill \$25,344

City of Casselberry

Residential Garbage
Residential Yard Waste
Residential Recycling

Mark Gisler
Public Works Dir.
City of Casselberry
95 Triplet Lake Dr.

Casselberry, FL
32148
Ph. 407/262-7700
Fax 407/262-7745

Residential Dwelling Count 7,400

Annual Bill \$1,113,251

City of Carthage

Residential Garbage

Jimmy Wallace
Mayor
City of Carthage
212 W. Main St.
Carthage, MS 39051
Ph: 601-267-8322
Fax: 601-267-5955

Residential Dwelling Count 1482

Annual Bill \$254,634

City of Chiefland

Residential Garbage
Residential Yard Waste
Commercial Garbage

Laurie Copeland
Finance Coordinator
214 East Park Avenue
Chiefland, FL 32626
Ph. 352/493-6711
Fax 352/493-6714

Email cityhall@chieflandfl.com

Commercial Container Count 122

Residential Dwelling Count 722

Annual Bill \$300,000

City of Cedar Key

Residential Garbage
Residential Yard Trash
Commercial Garbage

Frances Hodges
City Clerk
City of Cedar Key
P.O. Box 339
Cedar Key, FL 32625
Ph. 352/543-5132
Fax 352/543-5560

Commercial Container Count 32

Residential Dwelling Count 415

Annual Bill \$156,000

City of Concord

Residential Garbage
Residential Yard Waste
Residential Recycling

Jim Greene
City Manager
City of Concord
26 Union Street S.
Concord, NC 32148

Ph. 704/920-5555

Residential Dwelling Count 28,500

Annual Bill \$2,257,000

City of Crescent City

Residential Garbage
Residential Yard Waste
Residential Recycling

Patrick Kennedy
City Manager
City of Crescent City
115 N. Summit Street
Crescent City, FL
32148
Ph. 386/698-4495
Fax 386/698-3484

Residential Dwelling Count 602

Annual Bill \$74,000

City of Crestview

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Janice Young
City Clerk
City of Crestview
P.O. Box 1209
Crestview, FL 32536
Ph. 850/682-1091
Fax 850/682-8077

Email city_clerk@cityofcrestview.org

Commercial Container Count 325

Residential Dwelling Count 7,200

Annual Bill \$2,700,000

Town of Cross City

Residential Garbage

Mike Cassidy
Town Manager
Town of Cross City
P.O. Box 417
Cross City, FL 32628
Ph. 352/498-3306
Fax 352/498-7549

Email xcity@svic.net

Residential Dwelling Count 855

Annual Bill \$111,000

City of Danielsville

Residential Garbage

Susan Payne
City Clerk
City of Danielsville

Commercial Garbage

P.O. Box 339
Danielsville, GA 30634
Ph. 706/795-2011

Commercial Container Count 21
Residential Dwelling Count 336

Annual Bill \$78,000

City of Daytona Beach

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Ron McLemore
Public Works Mgr.
Daytona Beach
P.O. Box 2451
Daytona Beach, FL
32115
Ph. 386/671-8000
Fax 386/671-8015

Commercial Container Count 2,048
Residential Dwelling Count 16,174

Annual Bill \$5,684,304

**City of Daytona Beach
Shores**

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Michael Booker
City Manager
Daytona Beach
P.O. Box 2451
Daytona Beach, FL
32115
Ph. 386/763-5373
Fax 386/763-5360

Commercial Container Count 337
Residential Dwelling Count 450

Annual Bill \$607,000

City of DeBary

Residential Garbage
Residential Yard Trash
Residential Recycling

James Seelbinder
Finance Manager
City of DeBary
137 S. Highway 17/92
DeBary, FL 32713
Ph. 386/668-2040
Fax 386/668-4122

Residential Dwelling Count 8,147

Annual Bill \$1,214,228

City of Decatur

Residential Garbage

Pat O'Neill
Mayor

City of Decatur
P.O. Box 3007
Decatur, MS 39327
Ph. 601/635-2761
Fax 601/635-4012

Residential Dwelling Count 500

Annual Bill \$67,500

City of Deltona

Residential Garbage
Residential Yard Waste
Residential Recycling

Charlene Runge
Code Enforcement
City of Deltona
2345 Providence
Blvd.
Deltona, FL 32725
Ph. 386/490-5729
Fax 386/878-8501

Residential Dwelling Count 33,834

Annual Bill \$3,974,818

Flagler County

Residential Garbage
Residential Yard Trash
Residential Recycling

Heidi Petito
Gen. Svcs. Director
Flagler County
1200 E. Moody Blvd.
Bunnell, FL 32110
Ph. 386/437-7480
Fax 386/437-7399

Residential Dwelling Count 5,200

Annual Bill \$1,529,000

City of Foley

Commercial

Meg Hellmich
Solid Waste Dept.
407 E. Laurel Ave.
Foley, AL 36536
Ph. 251-970-5014
Fax 251-952-4014

Commercial Count

350

Annual Bill \$1,120,000

City of Fort Pierce

Residential Recycling

Nick Mimms
Public Works Director
City of Fort Pierce

P.O. Box 1480
Fort Pierce, FL 34954
Ph. 772/460-2200
Fax 772/466-4221

Residential Dwelling Count 9,000

Annual Bill \$265,000

City of Fort White

Commercial Front Load

Edmund Hudson
Public Works Director
Town of Fort White
P.O. Box 129
Fort White, FL 32038
Ph. 386/497-3345
Fax 386/497-4946

Commercial Container Count 35

Annual Bill \$72,000

Gadsden County

Residential Garbage
Residential Yard Trash
Residential Recycling

Charles Chapman
Solid Waste Mgr.
Gadsden County
P.O. Box 1799
Quincy, FL 32353
Ph. 850/627-5334
Fax 850/875-8655

Residential Dwelling Count 2,850
Commercial County 70

Annual Bill \$720,000

City of Gautier

Residential Garbage

Sidney Runnels
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
Ph. 228/497-8000
Fax 228/497-8028

Residential Dwelling Count 6,247

Annual Bill \$1,168,272

Town of Greensboro

Residential Garbage
Commercial Garbage

Maxwell Fletcher
Town Clerk
Town of Greensboro
150 East 11th Street

Greensboro, FL
32330
Ph. 850/442-6215
Fax 850/442-6680

Commercial Container Count 5
Residential Dwelling Count 220

Annual Bill \$72,000

Gwinnett County, GA

Residential Garbage
Residential Yard Waste
Residential Recycling

Casey Snyder
Deputy Director –
Finance
Gwinnett County
75 Langley Drive
Lawrenceville, GA
30046
Ph. 678/518-6134

email: casey.snyder@gwinnettcounty.com

Residential Dwelling Count: 56,086

Annual Bill \$11,160,000

Town of Havana

Residential Garbage
Commercial Garbage

Howard McKinnon
Town Manager
Town of Havana
P.O. Box 1068
Havana, FL 32333
Ph. 850/539-2820
Fax 850/539-2830

Commercial Container Count 50
Residential Dwelling Count 892

Annual Bill \$262,000

City of Hawthorne

Residential Garbage
Residential Recycling
Residential Yard Waste
Commercial Garbage

Chad Shyrock
City Manager
City of Hawthorne
P.O. Box 1270
Hawthorne, FL
32640
Ph. 352/481-2432
Fax 532/481-2437

Commercial Container Count 38

Residential Dwelling Count 500

Annual Bill \$202,600

Hinds County**Residential Garbage**

Carmen Davis
County Administrator
Hinds County
P.O. Box 686
Jackson, MS 39205
Ph. 601/968-6501
Fax 601/968-6794

Residential Dwelling Count 18,154

Annual Bill \$2,385,000

City of Hollywood

Residential Garbage
Residential Yard Trash
Residential Recycling

Charles Lassiter
Environmental Svcs
City of Hollywood
P.O. Box 229045
Hollywood, FL
33021
Ph. 954/967-4320
Fax 954/967-4204

Residential Dwelling Count 32,000

Annual Bill \$5,140,000

City of Ila

Residential Garbage

Residential Recycling
Commercial Garbage

Susan Steed
City Clerk
City of Ila
P.O. Box 46
Ila, GA 30647
Ph. 706/789-2244
Fax 706/789-3108

Residential Dwelling Count 339

Annual Bill \$21,000

Town of Interlachen

Residential Garbage
Residential Yard Waste
Residential Recycling

Pamela Wilburn
Town Clerk
Town of Interlachen
311 Atlantic Avenue
Interlachen, FL 32148
Ph. 386/684-3811
Fax 386/684-3812

Email Interlachen@interstateweb.net

Residential Dwelling Count 460

Annual Bill \$48,000

Town of InglisResidential Garbage
Commercial GarbageCarolyn Risher
Mayor
Town of Inglis
P.O. Drawer 429
Inglis, FL 34449
Ph. 352/447-2203
Fax 352/447-1879

Residential Dwelling Count 460

Annual Bill \$84,000

Jackson CountyResidential Garbage
Residential RecyclingRhonda Powel
S.W. Coordinator
Jackson County
P.O. Box 998
Pascagoula, MS
39568
Ph. 228/872-8340
Fax 228/872-8341

Residential Dwelling Count 25,418

Annual Bill \$3,699,840

City of JacksonvilleResidential Garbage
Residential Yard Trash
Residential RecyclingJeff Beck
Director Solid Waste
City of Jacksonville
1031 Superior Street
Jacksonville, FL
32254
Ph. 904/255-7500
Fax 904/387-8905

Residential Dwelling Count 75,000

Annual Bill \$9,800,000

Town of Jasper

Residential Garbage

Kent Chicon
Town Manager
Town of Jasper
208 W. Hatley St.
Jasper, FL
32053
Ph. 386/792-1212
Fax 386/792-3468

Residential Dwelling Count 556

Annual Bill \$250,000

City of Jefferson

Residential Garbage
Residential Recycling
Commercial Garbage

John Ward
City Manager
City of Jefferson
147 Athens Street
Jefferson, GA 30549
Ph. 706/367-5121
Fax 706/367-5134

Commercial Container Count 249

Residential Dwelling Count 2,440

Annual Bill \$510,000

Town of La Crosse

Residential Garbage

Charlene Thomas
Town Clerk
Town of La Crosse
P.O. Drawer D
La Crosse, FL 32658
Ph. 386/462-2784
Fax 386/462-5905

Residential Dwelling Count 59

Annual Bill \$10,200

City of Lake Helen

Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Front Load

Don Findell
City Administrator
City of Lake Helen
P.O. Box 39
Lake Helen, FL
32744
Ph. 386/228-2121
Fax 386/228-9714

Email citylh@hotmail.com

Commercial Container Count 40

Residential Dwelling Count 1,059

Annual Bill \$260,000

Leake County

Residential Garbage
Via Transfer Compactor
County Collects

Freddie Terrell
Leake County
P.O. Box 595
Carthage, MS 39051
Ph. 601/267-8002
Fax 601/267-6132

Residential Dwelling Count N/A

Annual Bill \$204,000

Lee County

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Bill Newman
Solid Waste Dept.
Lee County
10500 Buckingham
Fort Myers, FL 33905
Ph. 239/533-8000
Fax 239/461-5871

Email sampsolj@leegov.com

Commercial Container Count 3,500
Residential Dwelling Count 58,000

Annual Bill \$24,400,000

Liberty County

Residential Garbage
Commercial Front Load
Commercial Roll Off

Robert Hill
Clerk of the Court
Liberty County
P.O. Box 399
Bristol, FL 32321
Ph. 850/643-2215
Fax 850/643-2866

Commercial Container Count 50
Residential Dwelling Count 1,529

Annual Bill \$408,000

City of Loganville

Residential Garbage
Residential Recycling
Commercial Garbage
Roll Off Services

Bill Jones
City Manager
City of Loganville
P.O. Box 39
Loganville, GA 30052
Ph. 770/466-1165
Fax 770/466-0904

Email www.loganville-ga.gov

Commercial Container Count 198
Residential Dwelling Count 3,300

Annual Bill \$1,260,000

City of Longwood

Residential Garbage
Residential Yard Waste
Residential Recycling

Joe Durso
Mayor
City of Longwood
175 W. Warren Ave.
Longwood, FL 32750
Ph. 407/260-3440
Fax 407/260-3419

Residential Dwelling Count 4,726

Annual Bill \$1,014,102

City of Louisville

Residential Garbage

Kenny Morris
City Engineer
City of Louisville
P.O. Box 510
Louisville, MS 39339
Ph. 662/803-4183
Fax 662/773-4045

Residential Dwelling Count 2636

Annual Bill \$236,935

**City of Loxahatchee
Groves**

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Mark Kutney
City Manager
Loxahatchee Groves
14579 Southern Blvd.
Loxahatchee Groves,
FL 32750
Ph. 561/793-2418
Fax 561/793-2420

Email: mkutney@loxahatcheegrovesfl.gov

Residential Dwelling Count 1,260

Annual Bill \$500,000

Manatee County

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Mike Gore
Solid Waste Director
Manatee County
4410 66th St. West
Bradenton, FL 34210
Ph. 941/748-5543
Fax 941/708-4910

Email mike.gore@mymanatee.org

Commercial Container Count 2,100
Residential Dwelling Count 60,000

Annual Bill \$11,000,000

Town of Maysville

Residential Garbage
Residential Recycling

Barbara Thomas
Town Clerk
Town of Maysville
P.O. Box 86
Maysville, GA 30558
Ph: 706-652-2274
Fax: 706-652-3511

Residential Dwelling Count 524

Annual Bill \$78,600

Town of Melbourne Village Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Garbage

Gail Griswold
Town Administrator
Melbourne Village
555 Hammock Road
Melbourne Village,
FL, 32904
Ph. 321/723-8300
Fax 321/984-7219

Residential Dwelling Count 320

Annual Bill \$56,136

City of Meridian Residential Garbage
Residential Recycling

Cheri Barry
Mayor
City of Meridian
P.O. Box 1430
Meridian, MS 39372
Ph: 601/485-1927
Fax: 601/485-1911

Residential Dwelling Count 12,625

Annual Bill \$1,378,650

Town of Melbourne Beach Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Garbage

Bill Hoskovek
City Manager
Melbourne Beach
507 Ocean Avenue
Melbourne Beach, FL
32951
Ph. 321/724-5860
Fax 321/984-8994

Residential Dwelling Count 1,264

Annual Bill \$216,024

Town of Micanopy Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Front Load

Charles Kelly
Town Administrator
Town of Micanopy
P.O. Box 137
Micanopy, FL 32667
Ph. 352/466-3121

Fax 352/466-4912

Commercial Container Count 27
Annual Bill \$85,000

Residential Dwelling Count 272

City of Midway

Residential Garbage

Agatha Salters
City Manager
City of Midway
P.O. Box 438
Midway, FL 32343
Ph: 850/574-2355
Fax: 850/574-0633

Residential Dwelling Count 473

Annual Bill \$85,400

City of Minneola

Residential Garbage
Residential Yard Waste
Residential Recycling

Mark Johnson
City Manager
City of Minneola
P.O. Box 678
Minneola, FL 34755
Ph. 352/394-3598
Fax 352/394-0051

Residential Dwelling Count 3,356

Annual Bill \$707,850

City of Miramar

Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Front Load

Tom Good
Public Works Dir.
City of Miramar
2300 Civic Center Pl
Miramar, FL 33075
Ph. 954/883-6815
Fax 954/602-3551

Email tgood@ci.miramar.fl.us

Commercial Container Count 800
Annual Bill \$13,820,000

Residential Dwelling Count 30,000

Town of Montverde

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load

Wayne Nichols
Town Manager
Town of Montverde
17404 Sixth Street
Montverde, FL 32148
Ph. 407/469-2681
Fax 407/469-2773

Email mtvrd@mpinet.net

Residential Dwelling Count 575

Annual Bill \$111,297

City of Moss Point

Residential Garbage
Residential Recycling

Aneice Liddel
Mayor
City of Moss Point
4412 Denny St.
Moss Point, MS
39563
Ph: 228/475-0300
Fax: 228/474-4519

Residential Dwelling Count 5,396

Annual Bill \$950,016

City of Nicholson

Residential Garbage

Holly Goodrum
City Clerk
City of Nicholson
P.O. Box 365
Nicholson, GA 30565
Ph: 706-757-3408
Fax: 706-757-2351

Residential Dwelling Count 628

Annual Bill \$82,800

City of Neptune Beach

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Jim Jarboe
City Manager
Neptune Beach
116 First Street
Neptune Beach, FL
33905
Ph. 904/270-2400
Fax 904/27--2433

Email jjarboe@neptune-beach.com

Commercial Container Count 121

Residential Dwelling Count 3,104

Annual Bill \$975,000

City of Newberry

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load

Blaine Suggs
Public Works Dir.
City of Newberry
P.O. Box 369
Newberry, FL 32669

Ph. 352/472-1537
Fax 352/472-7026

Commercial Container Count 31
Residential Dwelling Count 1,800

Annual Bill \$552,000

City of North Lauderdale

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll off

Jack Brady
Mayor
City North Lauderdale
701 SW 71st Avenue
North Lauderdale, FL
33027
Ph. 954/724-7056
Fax 954/720-2151

Commercial Business 350
Residential Dwelling Count 9,000

Annual Bill \$3,400,000

Town of Noxapater

Residential Garbage

Tommy Gardner
Mayor
Town of Noxapater
P.O. Box 266
Noxapater, MS 39346
Ph: 662/724-4476
Fax: 662/724-2697

Residential Dwelling Count 248

Annual Bill \$25,475

City of New Smyrna Beach

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Khalid Resheidat
Public Works Dir.
New Smyrna Beach
124 Industrial Park
New Smyrna Beach,
FL 33905
Ph. 386/424-2209
Fax 386/424-2198

Email kresheidat@cityofnsb.com

Commercial Container Count 501
Residential Dwelling Count 11,972

Annual Bill \$3,136,816

City of Oak Hill

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Bill Redman
Waste Consultant
City of Oak Hill
234 S. US Hwy 1
Oak Hill, FL 32759

Ph. 386/427-9339
Fax 386/427-4549

Email bill1r@aol.com

Commercial Container Count 35
Residential Dwelling Count 932

Annual Bill \$186,538

City of Ocean Springs

Residential Garbage
Residential Recycling

Connie Moran
Mayor
City of Ocean Springs
P.O. Box 1800
Ocean Springs, MS
39346
Ph: 228/875-7249
Fax: 228/875-4236

Residential Dwelling Count 7,010

Annual Bill \$1,280,232

Orange County

Residential Garbage
Residential Recycling
Residential Yard Waste

Jim Becker
Solid Waste Manager
Orange County
5901 Young Pine Rd..
Orlando, FL 32829
Ph. 407/836-6600
Fax 407/836-6629

Email jim.becker@co.orange.fl.us

Residential Dwelling Count 40,043

Annual Bill \$6,820,107

Town of Orchid

Residential Garbage
Commercial

Deb Branwell
Town Manager
Town of Orchid
7707-3 US Hwy 1
Vero Beach, FL
32961
Ph: 772/569-7686
Fax: 772/569-7688

Residential Dwelling Count 120
Commercial Container Count 5

Annual Bill \$10,800

City of Palatka

Residential Recycling

Karl N. Flagg
Mayor

City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Ph. 386/329-0100
Fax 386/329-0106

Email ARBush@mail.gbso.net

Residential Dwelling Count 3860

Annual Bill \$316,000

Palm Beach County

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Mark Hammond
Administrator
Solid Waste Authority
7501 N. Jog Rd.
West Palm Beach,
FL 33412
Ph. 561/640-4000
Fax 561/640-3400

Residential Dwelling Count 19,660

Annual Bill \$8,000,000

City of Palm Coast

Residential Garbage
Residential Yard Waste
Residential Recycling

Dianne Torino
Public Works Dept.
City of Palm Coast
2 Commerce Blvd.
Palm Coast, FL
32164
Ph. 386/986-3700
Fax 386/986-3737

Residential Dwelling Count 31,852

Annual Bill \$7,288,000

City of Palm Shores

Residential Garbage
Residential Yard Waste
Residential Recycling

Carol McCormack
Mayor
City of Palm Shores
5030 Paul Hurtt Lane
Melbourne, FL 32940
Ph. 321/242-4555
Fax 321/254-7883

Residential Dwelling Count 251

Annual Bill \$55,140

City of Pascagoula

Residential Garbage

Kay Kell

Residential Recycling

City Manager
City of Pascagoula
603 Watts Ave.
Pascagoula, MS
39567
Ph. 228/938-6614
Fax 228/762-5538

Residential Dwelling Count 6,856

Annual Bill \$1,055,772

City of Philadelphia

Residential Garbage

James Young
Mayor
City of Philadelphia
525 Main Street
Philadelphia, MS
39350
Ph. 601/656-3612
Fax 601/656-7273

Residential Dwelling Count 3228

Annual Bill \$348,624

City of Port Orange

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Kenneth Parker
City Manager
City of Port Orange
1000 City Center Cr.
Port Orange, FL
32129
Ph. 386/506-5500
Fax 386/756-5208

Commercial Container Count 591
Residential Dwelling Count 24,653

Annual Bill \$4,552,736

Town of Port Royal

Residential Recycling

Van Willis
Town Manager
Town of Port Royal
P.O. Drawer 9
Port Royal, SC 29935
Ph. 843/986-2205
Fax 843/986-2210

Residential Dwelling Count 1,700

Annual Bill \$49,164

Town of Port St. JoeResidential Garbage
Commercial Front LoadCharlie Weston
City Manager
City of Port St. Joe
P.O. Box 278
Port St. Joe, FL
29935
Ph. 850/229-8261
Fax 850/227-7522Residential Dwelling Count 1,700
Commercial Container Count 160

Annual Bill \$540,000

City of Port St. LucieResidential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load & R/OMary Ann Verillo
Asst. to City Mgr
Port St. Lucie
121 SW Port St.
Lucie Blvd.
Port St. Lucie, FL
33905
Ph. 772/344-4042
Fax 772/871-5248Email deliam@cityofpsl.comCommercial Container Count 1,112
Residential Dwelling Count 64,988

Annual Bill \$20,056,000

Putnam CountyResidential Garbage
Residential Yard Waste
Residential RecyclingSteve Nataline
Sanitation Director
Putnam County
P.O. Box 2499
Palatka, FL 32178
Ph. 386/329-0395
Fax 386/329-0486Email sanitation@putnam.fl.com

Residential Dwelling Count 29,400

Annual Bill \$3,428,000

City of Perry

Commercial Front Load

Bob Brown
City Manager
City of Perry
224 S. Jefferson
Perry, FL 32348
Ph. 850/584-7161

Fax 850/584-2619
Email cityop@perry.gulfnet.com

Commercial Container Count 180

Annual Bill \$379,200

City of Quincy

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Jack Mclean
City Manager
City of Quincy
404 W. Jefferson St.
Quincy, FL 33905
Ph. 850/618-0020
Fax 850/875-3733

Commercial Container Count 220
Residential Dwelling Count 2,910

Annual Bill \$1,945,000

Town of Ridgeland

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load

Penelope Daley
Town Clerk
City of Newberry
P.O. Box 1119
Ridgeland, SC 29936
Ph. 843/726-7500
Fax 843/726-7525

Commercial Container Count 75
Residential Dwelling Count 300

Annual Bill \$75,000

St. Lucie County

Residential Garbage
Residential Recycling
Residential Yard Waste
Commercial Front Load

Ron Roberts
Solid Waste Manager
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
Ph. 772/462-1631
Fax 772/462-6987

Email rroberts@co.st_lucie.fl.us

Residential Dwelling Count 20,000

Annual Bill \$3,086,000

Town of St. Lucie Village

Residential Garbage
Residential Yard Waste
Residential Recycling

Bill Theiss
Mayor
St. Lucie Village
P.O. Box 2479
Fort Pierce, FL 33574

Ph. 352/588-2622
Fax 352/588-3210

Residential Dwelling Count 295

Annual Bill \$67,700

City of St. Marks

Residential Garbage
Residential Yard Trash
Residential Recycling

Zoe Mansfield
City Manager
City of St. Marks
P.O. Box 926
St. Marks, FL 32355
Ph. 850/925-6224
Fax 850/925-5657

Residential Dwelling Count 205

Annual Bill \$82,000

City of Sanford

Residential Garbage
Residential Yard Waste
Residential Recycling
Commercial Front Load
Commercial Roll Off

Emily McCabe
Solid Waste Director
City of Sanford
300 N. Park Ave.
Sanford, FL 32772
Ph. 407/688-5089
Fax 407/324-3329

Email mccabee@sanfordfl.gov

Commercial Container Count 1,499
Residential Dwelling Count 13,000

Annual Bill \$6,466,774

Seminole County

Residential Garbage
Residential Recycling
Residential Yard Waste

Johnny Edwards
Solid Waste Director
Seminole County
500 W Lake Mary Bl.
Lake Mary, FL 32773
Ph. 407/665-2262
Fax 407/324-5731

Email dgregory@seminolecountyfl.gov

Residential Dwelling Count 45,039

Annual Bill \$6,862,985

Santa Rosa County

Residential Garbage
Residential Recycling
Residential Yard Waste

Hunter Walker
County Manager
Santa Rosa County

6495 Caroline St.
Milton, FL 32570
Ph. 850-983-1877
Fax 850-983-1856

Email hunter@santarosa.fl.gov

Residential Dwelling Count 7,400 Annual Bill \$1,520,000

City of Snellville	Residential Garbage Residential Yard Waste Residential Recycling Residential Yard Waste Commercial Garbage	Gaye Johnson City of Snellville 2342 Oak Road Snellville, GA 30078 Ph. 770/985-3527
---------------------------	--	---

Residential Dwelling Count 6,721 Annual Bill \$945,000

City of South Daytona	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll Off	Joe Yarborough City Manager City of South Daytona P.O. Box 214960 South Daytona, FL 33957 Ph. 386/322-3010 Fax 386/322-3008
------------------------------	--	---

Email sdaytona@southdaytona.org

Commercial Container Count 272
Residential Dwelling Count 6,263 Annual Bill \$1,237,862

City of Summerville	Residential Garbage Residential Yard Waste Commercial Front Load	Lisa Wallace City of Summerville 200 S. Main Street Summerville, SC 29483 Ph. 843/871-6000 Fax 843/871-0634
----------------------------	--	---

Residential Dwelling Count 14,550 Annual Bill \$1,521,000
Commercial Container Count 150

City of Tallahassee	Residential Garbage Residential Recycling	Reginald Ofuani Solid Waste Manager
----------------------------	--	--

Residential Yard Waste

City of Tallahassee
300 S. Adams Street
Tallahassee, FL 32301
Ph. 850/891-5450
Fax 850/891-8669

Residential Dwelling Count 47,000

Annual Bill \$5,077,000

Taylor County

Commercial Garbage

John Singer
Solid Waste Manager
Taylor County
201 E. Green Street
Perry, FL 32347
Ph. 850/838-3533
Fax 850/838-3538

Email solidwaste@gtcom.net

Commercial Container Count 350

Annual Bill \$262,000

City of Trenton

Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Front Load

Jered Ottenwest
City Clerk/Manager
City of Trenton
114 North Main St.
Trenton, FL 32693
Ph. 352/463-4000
Fax 352/463-4007

Email cityoftrenton@yahoo.com

Commercial Container Count 68
Residential Dwelling Count 576

Annual Bill \$185,000

City of Tybee Island

Residential Garbage
Residential Yard Trash
Residential Recycling

Diane Schleicher
City of Tybee Island
403 Butler Ave.
Tybee Island,
GA, 31328
Ph. 912/786-4573
Fax 912/786-5737

Residential Dwelling Count 3,060

Annual Bill \$680,000

City of West Park

Residential Garbage

Ajibola Balogun

Residential Yard Trash & Bulk
Residential Recycling

Solid Waste Manager
City of West Park
P.O. Box 5710
West Park, FL 32616
Ph. 954/989-2688
Fax 954/989-2684

Residential Dwelling Count 4,800

Annual Bill \$1,399,000

Town of White Springs

Residential Garbage

Shirley Heath
Town Clerk
White Springs
P.O. Drawer D
White Springs, FL
32096
Ph. 386/397-2310
Fax 386/397-1542

Commercial Container Count 15
Residential Dwelling Count 400

Annual Bill \$53,000

Town of Windermere

Residential Garbage
Residential Yard Trash
Residential Recycling

Robert Smith
Town Clerk
Town of Windermere
P.O. Drawer 669
Windermere, FL
34786
Ph. 407/876-2563
Fax 407/876-0103

Email rsmith@town.windermere.fl.us

Residential Dwelling Count 1,070

Annual Bill \$235,585

City of Winter Park

Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Front Load

Michelle Del Valle
Asst. City Manager
City of Winter Park
401 S. Park Ave.
Winter Park, FL
32708
Ph. 407/599-3236
Fax 407/599-3436

Email ksmith@winterspringsfl.org

Commercial Container Count 966

Residential Dwelling Count 9,733

Annual Bill \$4,715,311

City of Winter Springs

Residential Garbage
Residential Yard Trash
Residential Recycling
Commercial Front Load

Kevin Smith
General Svcs Director
City of Winter Springs
1126 E. S.R. 434
Winter Springs, FL
32708
Ph. 407/327-5957
Fax 407/327-4753

Commercial Container Count 379
Residential Dwelling Count 11,254

Annual Bill \$2,227,614

Town of Yankeetown

Residential Garbage

Ms. Jimmie Wall
Mayor
Town of Yankeetown
P.O. Box 280
Yankeetown,

FL34498

Ph. 352/447-2511
Fax 352/447-0774

Residential Dwelling Count 225

Annual Bill \$78,000

Patrick Air Force Base

Residential Garbage
Commercial Garbage
FDA Regulated Garbage

Sandra Wilson
Contract Manager
Patrick AFB
45 CONC/LGCCA
PatrickAFB,FL 32925
Ph. 321/494-4582

Residential Dwelling Count 550

Annual Bill \$354,000

**Parris Island Recruit Depot/
Marine Corps Air Station**

Portable Toilets

Roger Niemic
Contract Manager
P.O. Box 9310
Contract Number
N62467-05-D-6542
Beaufort, SC 29904
Ph. 843/228-2685
Fax 843/228-4010

Annual Bill \$144,000

**Kennedy Space Center &
Cape Canaveral Air
Force Station**

Commercial Garbage
FDA Regulated Garbage

Sandra Wilson
Contract Manager
Patrick A.F.B.
45 CONC/LGCCA
Patrick AFB, FL
Ph. 321/494-4582

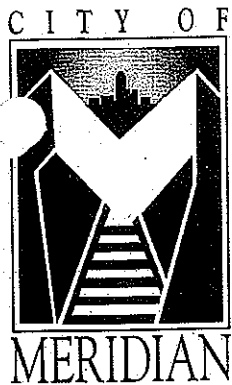
Annual Bill \$463,200

Dobbins Air Force Base

Commercial Garbage

Rieko Candee
Contract Manager
Contract Number
94CONF/LGC-
FA6703
1538 Atlantic Avenue
Dobbins GA 300569
Ph. 678/655-5282

Annual Bill \$144,000



January 20, 2012

Mayor:

CHERI BARRY
(601) 485-1927
FAX: (601) 485-1911

Council members:

GEORGE M THOMAS
Ward 1

MARY A. B. PERRY
Ward 2

BARBARA HENSON
Ward 3

JESSE E. PALMER, SR.
Ward 4

BOBBY R. SMITH
Ward 5

COUNCIL CLERK:
(601) 485-1959
FAX: (601) 485-1913

CITY DEPARTMENTS:

Chief Administrative Officer

(601) 485-1929
FAX: (601) 485-1911

Community Development:

(601) 485-1910
FAX: (601) 484-6813

Finance and Records:

(601) 485-1946
FAX: (601) 485-1979

Fire:

(601) 485-1822
FAX: (601) 485-1035

Homeland Security:

(601) 484-6890
FAX: (601) 484-6895

Parks and Recreation:

(601) 485-1802
FAX: (601) 485-1851

Police:

(601) 485-1841
FAX: (601) 484-6832

Public Works:

(601) 485-1920
FAX: (601) 485-1864

To Whom It May Concern:

Southern Waste, a Waste Pro Company, has been providing City of Meridian residents and small businesses with excellent garbage and recycling service since October, 2010. The transition period from our previous solid waste collection service went smoothly. Carts and recycle bins were delivered in a timely manner.

City staff and Waste Pro staff are in daily contact. Waste Pro staff are in contact with their drivers and supervisors to handle any situation that might arise.

We are pleased with the level of service and attention to our residents that Southern Waste-Waste Pro provides.

Sincerely,

Monty Jackson
Public Works Director

MJ/ph

MERIDIAN

A better longitude on life.

City of Philadelphia
525 Main Street
Philadelphia, MS 39350
Phone 601-656-3612

Mayor
James Young
City Clerk
James M. Johnson
City Attorney
Robert Thomas

Alderman
Janice S. Payne
Joe Tullos
Roy White
Ronnie Jenkins
Cecil Nichols

October 4, 2011

Subject: Waste Pro

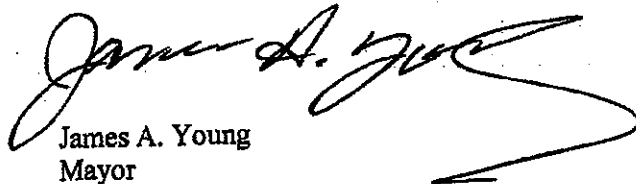
TO WHOM IT MAY CONCERN:

We are currently in our second contract with Waste Pro in which they have been providing residential collection and private business collection to the citizens of Philadelphia.

Jimmy and his staff has been professional and effective in their work. If an issue arises, a telephone call is all that is needed to rectify the situation.

Waste Pro's service to the city has been positive.

Respectfully,



James A. Young
Mayor



City of Ocean Springs

April 30, 2013

RE: WastePro

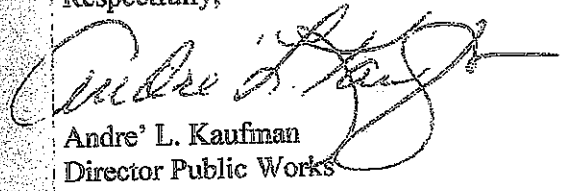
To Whom It May Concern:

Waste Pro, Inc., formerly Delta Sanitation, has been providing residential, commercial and industrial services for the City of Ocean Springs since 2006.

We have been extremely pleased with the service provided. Their personnel are first class from the men on the truck, through the office staff and all the way up to management. They go the extra mile to accommodate our citizens with solid waste and curbside recycling. They proudly sponsor an Earth Day event in our park that is well attended and play a visible and active role in various civic functions.

I can't think of any other solid waste company our City would want at any price. I highly recommend WastePro for all your solid waste needs.

Respectfully,


Andre' L. Kaufman
Director Public Works

clh



WILLIAM A. (WILL) HILL
MAYOR

ALDERMEN:
FRANCES S. BALL
RICHARD R. CAPERTON
JUDY H. McLEOD
GWENITA MAYS
EUGENE CROSBY

200 SOUTH CHURCH AVENUE
P.O. DRAWER 510
LOUISVILLE, MS 39339

"WHERE PEOPLE MAKE THE DIFFERENCE"

www.cityoflouisvillems.com

BABS W. FUTON
CITY CLERK

C. TAYLOR TUCKER
CITY ATTORNEY

Email: louisville@bbtmail.net

TELEPHONE: (662) 773-9201
FAX: (662) 773-4045

October 1, 2011

SUBJECT: Waste Pro

To Whom It May Concern:

Waste Pro, Inc., formerly Southern Waste & Disposal, has been providing residential garbage collection to the City of Louisville for the past five years.

The City of Louisville is very pleased with the service provided by Waste Pro, Inc. Their services are provided in a very efficient and courteous manner. The communication between the company's personnel and our City street department is clearly effective and critical in avoiding unnecessary issues that may arise.

Waste Pro's presence and visibility in Louisville, Mississippi, is to be applauded. Equipment and personnel are always representing the company in a very professional manner. Waste Pro, Inc. is a worthy company to receive praise and high recommendations.

Respectfully,

Will Hill
Mayor

Ward 1 Alderman ~ Britt Barnes
Ward 2 Alderman ~ David Cocroft



Ward 3 Alderman ~ Terry Jones
Ward 4 Alderman ~ David Herrington

City of Carthage

James D. (Jimmy) Wallace, Mayor

September 28, 2011

To Whom It May Concern:

Southern Waste Disposal, a Waste Pro company, has provided excellent residential, small commercial and dumpster garbage service to the City of Carthage beginning in July, 2008. During the transition period both solid waste collection and billing service were communicated smoothly and professionally.

Management provides efficient, courteous service at all times while field personal communicates daily with city staff. While providing service for our city Southern Waste trucks are exceptionally maintained and reflect the enthusiasm of the company.

We are very pleased with the level of service Southern Waste Disposal, Waste Pro continues to provide.

Sincerely,

James D. (Jimmy) Wallace, Mayor

**TOWN OF
DECATUR**



P.O. Box 307
66 7th Street
Decatur, MS 39327
Town Hall 601.635.2761
Fax - 601.635.4012
twno@dec@decaturtel.net

Mayor Randy Rushing
Clerk Jinya Lea Clarke
Attorney James B. Everett
Municipal Judge Jan Addy
Police Chief Darrin Hathorn
Public Works Director Tony Ferguson

Town Board
Ward 1 - Max Anderson
Ward 2 - Mark Buntyn
Ward 3 - Eleanor Russell
Ward 4 - Sid Etie
Ward 5 - Mike Anderson

30 August 2011

Re: Waste Pro

To Whom It May Concern:

The Town of Decatur entered into a five-year contract with Waste Pro in October of 2010.

The transition went smooth as we converted from our previous disposal company to Waste Pro. Waste Pro had all the new receptacles delivered and coordinated the residential delivery to our citizens.

Waste Pro has met or exceeded our expectations as a professional waste disposal company. The driver checks with Town Hall at the end of the route each week, to make sure there are no problems or issues that need to be addressed, before he and his crew leave the area.

The personal contact with company officials allows us to head off any potential problems before they materialize.

Our overall experience has been a positive one, and we hope to enjoy many more years of working with this professional reliable company.

A handwritten signature in black ink, appearing to read "Randy Rushing".

Randy Rushing
Mayor



August 28, 2012

Supervisor Robert Graham, President
Hinds County Board of Supervisor
316 S. President Street
Jackson, MS 39201

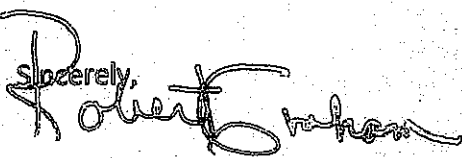
To Whom It May Concern:

Waste Pro began residential collection in Hinds County, Mississippi on February 1, 2011.

The transition went smoothly and our overall experience with Waste Pro and its employees has been a positive one.

Our residents have virtually no complaints about the service, the trucks used for collection are always clean and the Hinds County Board of Supervisors is totally satisfied with the job Waste Pro does for our County.

I recommend Waste Pro without hesitation to any governmental entity seeking solid waste collection and disposal service.

Sincerely,


Robert Graham, President
District One Supervisor

LINCOLN COUNTY BOARD OF SUPERVISORS

LINCOLN COUNTY, MISSISSIPPI

301 SOUTH FIRST STREET

P. O. BOX 555

TELEPHONE 601/835-3412 FAX 601/835-3423

BROOKHAVEN, MISSISSIPPI 39602-0555

BOARD OF SUPERVISORS

DIST. 1 JERRY WILSON

DIST. 2 JIMMY DIAMOND

DIST. 3 NOLAN EARL WILLIAMSON

DIST. 4 C.E. "EDDIE" BROWN

DIST. 5 DUDLEY NATIONS

CHANCERY CLERK
TILLMON BISHOP

BOARD ATTORNEY
ROBERT O. ALLEN

January 7, 2013

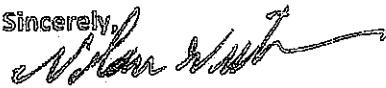
Mr. Jimmy Moore
Waste Pro
200 Braxton Avenue
Meridian, Mississippi 39301

Dear Mr. Moore,

On October 1, 2012, Lincoln County awarded its solid waste contract to Waste Pro for the collection of solid waste. At the time, the decision was made primarily on price, as well as called references of those Waste Pro currently had contracts with. When a transition of this magnitude takes place, to include changes of employees, services to our county and the general unknown of a new company, our Board certainly had hoped the correct decision was made.

It is my pleasure to report after the initial transition and 3 months of service, we have received very few complaints from the citizens of Lincoln County concerning the quality of work being done by Waste Pro. As you know, if there are problems, we as supervisors are the first contacted, and in turn notify your company. We ask that the quality service we have experienced in the initial phase of this contract continue.

Sincerely,



Nolan Williamson

President, Lincoln County Board of Supervisors

cc. Tillmon Bishop, Chancery Clerk
David Fields, County Administrator

JAMES E. GRANGER
DISTRICT 1
JOHNNY B. WHITSETT
DISTRICT 2

Board of Supervisors
KEMPER COUNTY
P. O. Box 188
DeKalb, Mississippi 39328

JOHN P. DARNELL
DISTRICT 3
MIKE LUKE
DISTRICT 4
CHRISTOPHER COLE
DISTRICT 5

June 14, 2011

Waste-Pro
200 Braxton Avenue
Meridian, Mississippi 39301

To Whom It May Concern:

The Kemper County Board of Supervisors would like to take this opportunity to extend its thanks and gratitude to the officers and management of Waste Pro and Kemper County Landfill for their outstanding and exemplary service to Kemper County and its people.

The Board notes that just in the last year alone Kemper County Landfill has significantly increased the amount of its royalty check to county government, has provided for the convenience of Kemper County citizens, a large dumpster at the entrance of the landfill so as to prevent citizens from having to drive additional distances to dump their trash, thus saving wear and tear on their vehicles, and has announced plans to expand the present site by opening additional acreage to be used for refuse and trash. The opening of additional acreage will provide additional service and increase the likelihood of additional revenue to the county.

Again, the Kemper County Board of Supervisors thanks you for your outstanding service.

Sincerely yours,



Martin M. Oden
County Administrator

MMO/mo

cc: James Granger
Johnny B. Whitsett
Chris Cole
Mike Luke
John P. Darnell

City of Kimberly

Sandra K. Waid, City Clerk

9256 Stouts Road
Post Office Box 206
Kimberly, Alabama 35091
Phone: (205) 647-5551 / Fax: (205) 647-5231
swaid@kimberlyclerk@hotmail.com

February 12, 2013

In Reference to:

Waste Pro of Alabama
300 Fleming Road
Birmingham, Alabama

To whom it may concern:

The City of Kimberly, Alabama put the city's garbage service out for bid in May, 2012.

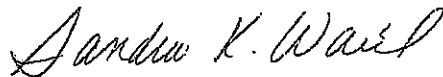
After reviewing bids from four waste removal companies, Waste Pro of Alabama was awarded a three year contract based on their references, bid amount and professionalism during the process.

I have worked for the city for 15 years and I have never had a transition go as smooth as this one. We are very pleased with the professional service as well as the appearance of their employees and their equipment.

Based on my experiences with the employees of Waste Pro of Alabama and the excellent service that they have provided, I am recommending them with full confidence that you will be satisfied with them as well.

Please feel free to give me a call should you have any concerns or questions.

Sincerely,



Sandra K. Waid,
City Clerk



City of Jemison, Alabama

The City of Jemison
P.O. Box 609 / 24747 U.S. Highway 31 Jemison, Al. 35085
205-688-4491 (fax) 205-688-1109

Officials

Eddie Reed, Mayor
George Brasher, District One
Donny Lane, District Two
Robert Morris, District Three
Faye King, District Four
Sam Reed, District Five

Staff

Sheila Hogge, City Clerk
Tammy Miller, Magistrate
Shane Fulmer, Chief of Police
Shannon Welch, Inspector

February 13, 2012

To Whom It May Concern:

As Mayor of The City of Jemison, Alabama, I am pleased to provide this letter of recommendation for Waste Pro of Alabama who has been servicing our Residential and Commercial waste removal customers since January of 2010.

Waste Pro provides excellent service with professional drivers who put forth the extra effort to insure Jemison's resident's waste removal needs are met. They are reliable and consistent. Their trucks are always clean, waste collection equipment new, with uniformed, well trained, and courteous employees.

In my opinion, Waste Pro would be an asset to any City, County, or Municipality.

Sincerely,

Eddie Reed
Mayor



City of Gonzales

120 SOUTH IRMA BOULEVARD • GONZALES, LOUISIANA 70737 • PHONE (225) 647-2841 • FAX (225) 647-9557

BARNEY D. ARCENEAUX
MAYOR/ADMINISTRATOR

TERANCE L. IRVIN
COUNCILMAN
MAYOR PRO-TEMPORE
RECREATION COMMISSIONER
UTILITIES COMMISSIONER

KENNETH P. MATASSA
COUNCILMAN
FIRE DEPARTMENT COMMISSIONER
SANITATION COMMISSIONER
UTILITIES COMMISSIONER

KIRK J. BOUDREAUX
COUNCILMAN
TREASURER
STREETS COMMISSIONER

GARY J. LACOMBE
COUNCILMAN
ASSISTANT TREASURER
TOURIST COMMISSIONER

TIMOTHY M. VESSEL, SR.
COUNCILMAN
DRAINAGE COMMISSIONER
ENVIRONMENTAL COMMISSIONER

SHERMAN D. JACKSON
CHIEF OF POLICE

TRACEY N. NORMAND
FIRE CHIEF

CLAY A. STAFFORD
CITY CLERK
FINANCE DIRECTOR

R. RYLAND PERCY
CITY ATTORNEY

November 20, 2013

Re: **Waste Pro USA**
Letter of Recommendation

To Whom It May Concern:

The City of Gonzales would like to extend our warmest regards for the Waste Pro USA organization. Waste Pro was awarded the trash contract for the City of Gonzales in 2011. We have been nothing less than pleased with the professionalism that Waste Pro has exhibited since coming on board. We look forward to our continued partnership and would recommend this company to any parish or city.

Sincerely,


Barney D. Arceneaux
Mayor



CITY OF HOLLYWOOD, FLORIDA

Department of Public Services

2600 Hollywood Blvd. • P. O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954)967-4526 • Fax (954)967-4510 • www.hollywoodfl.org

Gregory Turek
Interim Director

October 28, 2011

Mrs. Geri A. Sams, Procurement Director
City of Augusta
530 Greene Street, Room #605
Augusta, GA 30901

Re: Waste Pro's operation of the City of Hollywood's Recycling Rewards Program

Dear Ms. Sams,

For the past two and a half years, Waste Pro has been operating both solid waste and recycling collection services for the City of Hollywood. Both services have been accomplished in a very professional manner and I would certainly recommend Waste Pro to any municipality seeking contractual services. From the initial transition to the present the company has kept all of their promises of their excellence of service.

Of note is the recycling program that Waste Pro is operating. It is a "rewards based" program that was the first in Broward County and perhaps the largest in Florida. It is performed by utilizing roll out carts, cart tipplers on the trucks, weighting scales, and RFID chips and readers. Waste Pro has a great deal of expertise and experience with this equipment and process and should be able to efficiently accomplish this for the City of Augusta.

Sincerely,

Gregory Turek
Interim Director, Department of Public Services



Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"



BEAUFORT COUNTY PUBLIC WORKS
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2800 Facsimile (843) 255-9435



September 01, 2011

To Whom It May Concern:

Waste Pro has been providing contract services to Beaufort County since July 1, 2011 to haul waste containers from our eleven convenience centers located across the County. Several of these centers are large high volume stations with over 30,000 citizen visits each month. Maintaining the pace of operations at these sites is critical. To date, Waste Pro has delivered on the promised level of service in an exemplary fashion. Waste Pro flawlessly managed the transition from the previous contract holder as well.

I worked with Mr. Diaz in his previous position at another firm. He is a experienced professional and you can rely on him and his team.

James S. Minor, Jr.
Solid Waste Manager



MEMBER
NATIONAL SAFETY COUNCIL





CITY OF CRESTVIEW

OFFICE OF THE MAYOR
P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536
(850) 682-3812 Fax (850) 682-4336

August 29, 2011

TO WHOM IT MAY CONCERN:

It is my pleasure to recommend Waste Pro, Inc. for your consideration as a provider of waste removal services. The City of Crestview awarded its latest contract to Waste Pro in January, 2008, and the response from our citizens has been extremely positive. The number of complaints received prior to Waste Pro's contract approval has dropped dramatically as our residents have experienced a professional and competent work force dedicated to providing the best service possible.

My personal experience with Waste Pro is also positive as I have witnessed the rapid response from the company to local problems. Efficient and courteous service is the hallmark of this fine organization. The establishment of a local office has proven to be beneficial in that efficiency. Waste Pro is also committed to involvement as a full time partner with the City of Crestview in assisting with projects that improve the quality of life for our citizens.

I am honored to offer my sincere endorsement and recommendation of Waste Pro for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Cadle". The signature is fluid and cursive, with the first name "David" and last name "Cadle" clearly distinguishable.

David Cadle
Mayor



August 17, 2011

Waste Pro
4100 Selwitz Road
Ft. Pierce, FL 34981

Pat
Dear Mrs. Christensen,

As we approach the end of our first year working together, I wanted to take a moment to thank you, Shelly, Paula, Bob and all the employees of Waste Pro that service the Town of Orchid.

From both the residential and commercial aspects, the transition was seamless and the service continues to be above average.

We are appreciative of Waste Pro's quick response and professionalism in handling the Town's needs and look forward to a continued successful relationship.

Regards,

Deb C. Branwell
Town Manager



MANATEE COUNTY FLORIDA

July 21, 2011

Mr. Brad H. Avery
Waste Pro of Florida
Marketing and Government Affairs
13110 Rickenbacker Pkwy.
Fort Myers, FL 33913

Dear Mr. Avery:

I would like to commend the staff for a job well done and the great performance in the transition process between the outgoing hauler Waste Management and Waste Pro in Manatee County. Dealing with the many different challenges and the seasonal residents as we have in Manatee County can be quite a task. I applaud Waste Pro for rising to the occasion and standing firm on its motto of "whatever it takes" to get the job done. I want to thank you for going above and beyond the contract requirements and starting the contract early to meet the needs that arose the last few weeks with the previous provider.

I am glad to hear that my staff was able to assist in providing the resources Waste Pro needed to have the facility permitted and operational before the start of the contract. It was interesting to see the facility was completely renovated and operational in less than 90 days. The Waste Pro staff and your new facility is a great addition to Manatee and we are glad that you are part of our community.

As with any major change there are always some apprehensions or issues and Waste Pro readily responded to any that arose. Going through this process was a learning experience for our staff and the Waste Pro transition team was a great help to us. I want to extend my thanks for ensuring a smooth transition, and working with my staff as you did.

Best regards,

Ed Hunzeker
County Administrator

Office of the County Administrator

Mailing Address: P. O. Box 1000 Street Address: 1112 Manatee Avenue West, Bradenton, FL 34206-1000
WEB: www.mymanatee.org * PHONE: 941.745.3717 * FAX: 941.745.3790

LARRY BUSTLE * MICHAEL CALLEN * JOHN R. CHAPPIE * ROBIN DISABATINO * DONNA HAYES * CAROL WHITMORE * JOE McCLASH
District 1 District 2 District 3 District 4 District 5 District 6 District 7

June 17, 2010

To Whom It May Concern:

As Sanibel City Manager, I am pleased to provide this letter of recommendation for Waste Pro USA, who has been the City of Sanibel's solid waste and recycling hauler since March, 2001. I have found Waste Pro to be dedicated in providing excellent customer service and strive to solve all issues and unique challenges we have faced on our barrier island.

In January, 2003, during an inspection of the Sanibel Causeway, which provides the only entry and exit to our island, a major structural crack was discovered. As a result of that discovery, the Causeway was closed for emergency repairs and subsequently reopened with severe weight restrictions in effect. Unfortunately, the standard commercial dump trucks exceeded the weight limits under the new restrictions. In an effort to provide seamless solid waste service to our residents, Waste Pro, under the leadership of Regional Vice-President, Keith Banasiak, developed a temporary plan and hauled solid waste off our island using pick-up trucks and landscape trailers. Waste Pro employees went above and beyond the call of duty when they entered dumpsters to hand dump them into the trailers and pick-up trucks.

On August, 13, 2004, Hurricane Charley made landfall in southwest Florida. With the tons of fallen vegetation following the storm, Waste Pro responded immediately with a plan to make extra sweeps of the island to help remove the vegetative debris and did not enforce the bundle requirement. Waste Pro also placed extra dumpsters in strategic locations on the island for residents and visitors to dispose of food waste that had spoiled in their refrigerators and freezers while the island was without power.

Further, in January, 2007, the normally beautiful and pristine beaches of Sanibel were covered in a Red Drift algae that was extremely dense and odiferous. Sanibel City Council approved a temporary manual raking and removal of Red Drift algae from Sanibel Beaches. Waste Pro responded and once collected by the City's Public Works, promptly hauled the debris off-island.

As a three-decade public administrator, I have worked with several waste and recycling franchises. I have found Waste Pro to be highly responsive to the needs of our residents while operating in a highly professional and efficient manner. If you would like to further discuss the recommendation of Waste Pro, please do not hesitate to contact me at (239) 472-3700.

Sincerely,

Judith Ann Zimomra
Sanibel City Manager



City of Sanibel

800 Dunlop Road
Sanibel, Florida 33957-4096

www.mysanibel.com

AREA CODE - 239

CITY COUNCIL	472-4135
ADMINISTRATIVE	472-3700
ENGINEERING	472-4555
EMERGENCY MANAGEMENT	472-3111
FINANCE	472-9615
LEGAL	472-4359
NATURAL RESOURCES	472-3700
RECREATION	472-0345
PLANNING	472-4136
POLICE	472-3111
PUBLIC WORKS	472-6397



City of Miramar
An Equal Opportunity
Employer

Mayor

Lori C. Moseley

Commission

Winston F. Barnes

Alexandra P. Davis

Wayne M. Messam

Troy R. Samuels

City Manager

Robert A. Payton

"We're at
The Center of Everything"

Public Works Department
10000 Pembroke Road
Miramar, Florida 33027
Phone (954) 883-6815
FAX (954) 602-3538

June 13, 2011

Russell Mackie
Vice President
Waste Pro of Florida
17302 Pines Boulevard
Pembroke Pines, FL 33029

RE: Interim Progress Check:

Dear Mr. Mackie:

This letter shall serve as an interim progress check on Waste Pro's service transition performance.

On January 26, 2011, Waste Pro was awarded an exclusive 5-year contract to provide solid waste collection services to the residents and businesses within the City of Miramar. This award required Waste Pro to transition collection operations from the City's prior service provider beginning May 1, 2011. In addition, Waste Pro was required to convert over 30,000 residential service units from traditional cans and bags to roll-cart services.

I am pleased to say that the collective planning efforts between the City staff and Waste Pro 60 days prior to the start date of May 1, 2011 appear to be rather successful. The small number of complaints relative to the enormous number of service requests is remarkable. Considering the tendency for problems to surface in the early outing of a transition event, I am confident that the remainder of this transition period will be uneventful.

Your staff should be commended for performing exceptionally well during this transition period. I will keep you advised of any future challenges that may require your attention.

Sincerely,

Thomas Good
Director of Public Works

TG/sr

C: File



CITY OF PORT ST. LUCIE

June 6, 2011

To Whom It May Concern:

This letter is a professional recommendation for Waste Pro of Florida, Inc.

On October 1, 2006, the City of Port St. Lucie granted a Franchise Agreement with Waste Pro of Florida, Inc. for a five-year period. Since that time, the level of service Waste Pro has brought forth to the City of Port St. Lucie has been exceptional. Waste Pro's dedicated services to the City include; residential, commercial, yard waste and recycling.

Waste Pro services over 65,000 residences, and 500 plus businesses in Port St. Lucie, with a very low volume of complaints from both residents and businesses. Our records indicate a significant difference in this area compared to any other refuse company the City had utilized in the past. Routes are completed in a timely fashion. During and after storms, Waste Pro picked up debris promptly and was a great aid in cleaning up the City after these storms. We have not experienced any delays in service nor vehicle downtime.

Waste Pro decided to forego rate increases allowed by their contract several years when the economy worsened. They promptly follow up on any communications and requests for assistance. Waste Pro also participates in many community events as a monetary sponsor or through in-kind services.

The City granted Waste Pro of Florida, Inc. an additional five year extension (2016) to the Franchise Agreement.

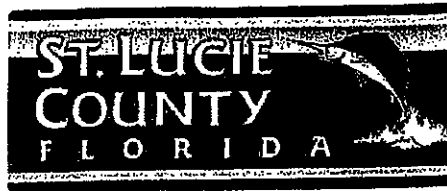
I can recommend Waste Pro without qualification and can state categorically that they provide quality service.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry A. Bentrott".

Jerry A. Bentrott
City Manager

**BOARD OF
COUNTY
COMMISSIONERS**



**SOLID WASTE
DEPARTMENT**

October 26, 2010

To Whom It May Concern:

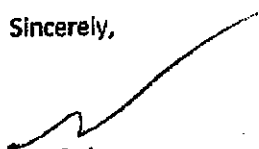
Waste Pro has been providing residential solid waste and recycling services under contract for St. Lucie County since October of 2004. Additionally, Waste Pro was awarded a new contract in 2009 for five years with a five year extension. I have known the senior management team of Waste Pro for over 15 years. I have always found them to be responsive and committed to providing quality service.

Waste Pro maintains clean trucks and has a professional looking shop with a customer service facility located on Selvitz Road in Fort Pierce. Their commitment to providing a professional image and attitude is evident and shows through in their ability to provide exemplary service.

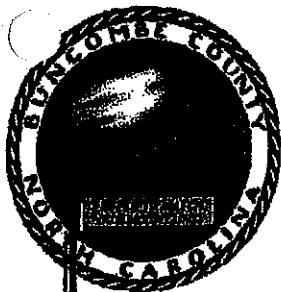
Waste Pro has always put forth the extra effort when we have requested their assistance for customers with special needs. No matter how much, or how often, our residents put waste out at the curb, Waste Pro makes sure it is all collected on the scheduled collection day and disposed of properly.

Waste Pro performs at a level above and beyond any of our previous waste collection contracts. I would recommend them to any city or county seeking a waste and recycling collection contractor.

Sincerely,


Ron Roberts
Assistant Solid Waste Director

RR:dls



County of Buncombe

Buncombe County Solid Waste
85 Panther Branch Road
Alexander, NC 28701

Jerry D. Mears, Solid Waste Manager

	Division Telephones:
Landfill:	(828) 250-5462
Solid Waste:	(828) 250-5460
Transfer Station:	(828) 250-6206
Fax:	(828) 250-5479

Aug. 19, 2010

To Whom It May Concern:

Waste Pro has been providing residential solid waste and recycling services for Buncombe County since Jan. 1, 2010. When Waste Pro began residential pick up for Buncombe County they ran into several snow storms and were still able to provide exemplary service. They have been professional, reliable and consistent with the excellent service they have provided. We are responsible for fielding customer complaints about Waste Pro and the minimal calls we have received have been resolved by them in a timely and extremely professional manner.

It is my opinion that Waste Pro would be an asset to any city, county or township that would be fortunate enough to retain their services. If you have questions, it would be my pleasure to address them at any time.

Sincerely,

A handwritten signature in cursive script that reads "Jerry D. Mears".

Jerry D. Mears
Buncombe County Solid Waste Manager

JD/ss



TOWN OF MELBOURNE BEACH

BREVARD COUNTY'S OLDEST BEACH COMMUNITY • ESTABLISHED 1883

July 6, 2010

Mr. Platt Loftis
Division Manager
Waste Pro of Florida
699 S. Range Road
Cocoa, FL 32926

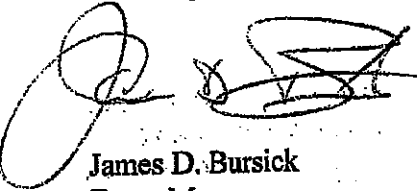
Dear Mr. Loftis:

I would like to take this time to personally commend you and your staff on a job very well done. Despite a difficult bidding process, Waste Pro has managed to provide a level of service that exceeds this Town's expectations. All three phases of cart deliveries – one each for garbage, yard waste and recycling – were completed in a very timely manner. Simply put, the transition process was smoother than anticipated. We were promised that Waste Pro carts would be delivered faster than our old hauler could pick up their carts. This guarantee was fulfilled.

Our yard waste issues appear to have evaporated. No longer are residents looking at large brown piles for days, wondering if the hauler will pick them up or not. Your crews not only pick up yard waste piles that are set out, they actually take the time to rake or sweep up any remaining debris! Also, Melbourne Beach residents no longer come home to see carts in the middle of driveways or lids swinging open. In my opinion, Waste Pro appears to have set the standard in this area.

Again, thank you for a wonderful job. You promised us a distinguishable difference and your organization has delivered. Based on your performance we look forward to a wonderful working relationship in the years to come.

Best Regards,


James D. Bursick
Town Manager
Town of Melbourne Beach



CITY of HOLLYWOOD, FLORIDA

Department of Public Works Environmental Services Division

1600 South Park Road • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 967-4200 • (954) 967-4334

May 21, 2010

City of Tamarac
Purchasing and Contracts Division
7525 NW 88th Avenue, Room 108
Tamarac, FL 33321

To Whom It May Concern:

It is with great pleasure that I recommend Waste Pro of Florida, Inc. to your governmental agency. Waste Pro was awarded a contract for twice (2) weekly solid waste collection and once (1) monthly commingled (brush and hard junk) collection service for the City of Hollywood, effective February 1, 2009. Most recently, Waste Pro was also awarded a contract for every other week recycling collection, effective February 1, 2010.

The permanent population of the City of Hollywood is estimated at 141,942 with the season peak approaching 200,000, of which, Waste Pro currently services approximately 32,000 single-family, duplex, and triplex residences. Waste Pro came into the City of Hollywood, privatizing an otherwise reliable solid waste and commingled collection service. With impending threats of rising disposal costs, fuel costs, personnel costs, city's liability for the operation, and capital outlay costs; privatizing these services was necessary to be able to provide our residents with the quality service they had become accustomed to.

During the transition of solid waste and commingled service from City staff to Waste Pro, there have been some obstacles. Waste Pro has been a solid partner of the City of Hollywood at many times, going beyond the requirements of their contract attempting to make the transition as smooth as possible. Additionally, Waste Pro has provided our residents and staff with a web-based complaint tracking program that enables both to enter and track complaints from inception to completion.

Waste Pro has also worked very well with the transition of our traditional recycling services from Waste Management. This was another tough challenge because the recycling service itself changed due to a partnership with RecycleBank, a component which rewards our residents with points for recycled material that can be redeemed for discounts on goods and services. Waste Pro

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect. We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

has provided excellent customer service staff and stepped up to the challenge again as we have experienced great success with this new program.

Waste Pro has been very responsive in addressing issues promptly and making the necessary corrections in a timely fashion. I am pleased to offer this letter of recommendation of Waste Pro to your governmental agency. If you should have any questions or require any additional information, please do not hesitate to contact me at 954-967-4320.

Sincerely,

A handwritten signature in black ink, appearing to read "Wade L. Sanders", with a long horizontal flourish extending to the right.

Wade L. Sanders, Assistant Director
City of Hollywood, Public Works



MANATEE COUNTY FLORIDA

March 31, 2010

Mr. Keith Banasiak
Regional Vice President
Waste Pro of Florida, Inc.
PO Box 60717
Ft. Myers, FL 33906

RE: Staff Kudos

Dear Keith:

I wanted to pass along some kudos from citizens about staff of Waste Pro of Florida, Inc.

A letter was sent to me from Ms. Betty Strock of the 1900 block of 30th Avenue West in Waters Edge Senior Living. Ms. Strock stated in her letter that she is always greeted with a wave and a smile from Waste Pro staff. She also stated that she had something that she had wanted to throw away and had just missed the haulers. One of your workers on the truck ran and met her with a smile and took the trash from her. She said that his actions really lifted her spirits.

The second compliment was called in to my office by Denise Luongo of 2900 Little Country Road, River Wilderness, Parrish. She said that both she and her husband are disabled and that they do the best they can putting the trash out as required, but sometimes it's not exactly the way it should be. Ms. Luongo said that Waste Pro staff consistently do an excellent job by picking up their trash despite some challenges. She said that she can't express her gratitude not only for the amount of work that your employees do, but the outstanding way in which they do it.

I wanted to pass these well-deserved compliments along to you to share with your staff.

Thank you.

Dan
Daniel T. Gray
Director

DTG/dlw

Enclosure (1) : Letter from Ms. Betty Strock

cc: C. Michael Gore, Solid Waste Division Manager
Sue Ciccione, Solid Waste Coordinator

UTILITIES DEPARTMENT - ADMINISTRATION
Mailing Address: PO Box 25010 Bradenton, FL 34206 * Street Address: 4410 66th Street West, Bradenton, FL 34210
PHONE: 941.792.8811 * FAX: 941.795.3490
www.mymanatee.org



UTILITIES DEPARTMENT • SOLID WASTE DIVISION

5901 Young Pine Road • Orlando, Florida 32829
407-836-6601 • Fax: 407-836-6658

February 17, 2010

Bob Hyres
Waste Pro, Inc.
P.O. BOX 917209
Longwood, FL 32791

Dear Mr. Hyres:

Congratulations! After careful review of your company's January 2010 performance, the Orange County Solid Waste Division wants to recognize Waste Pro, Inc. for outstanding performance and service in Zone 4. There were no formal complaints for the month of January. This is an accomplishment that few attain and we commend you on this achievement.

We look forward to continuing our partnership with Waste Pro, Inc. and continued successes in 2010.

Again, congratulations on a job well done. On behalf of our entire organization, thank you for providing excellent service to our customers in Orange County and our community.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra Fields".

Debra Fields
Contract Manager,
Orange County Solid Waste

cc: Jim Becker, Manager, Solid Waste Division
Debbie Sponsler, Section Manager, Solid Waste Division
Tim Dolan, District Manager, Waste Pro, Inc.
Frank Jelonek, Orlando Division Manager, Waste Pro, Inc.
File: Administrative Charges - 2010 - Zone 4



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

December 21, 2009

Mr. Pete Reilly
Operations Manager
Waste Pro USA
411 Tall Pines Road
West Palm Beach, FL 33413

Re: Holiday Greetings

Dear Mr. Reilly, *PETE*

One can only hope to have the chance of working with a team that shares your own vision and commitment to excellence. Waste Pro USA has proven to be just that type of team time and time again from the collection crews and office staff to the management team. It is truly our pleasure to work with such dedicated individuals on a daily basis. We are very proud of our public/private partnership as it is a true model of success.

Your team's commitment and caring attitude is clearly evident from the exceptional services they provide not only to the SWA's customers they serve but to our customer service team as well.

May all of you and your families have a wonderful, happy and safe holiday season!

Sincerely,
SWA Customer Information Services Team

Janice *John A* *Calie*
Anne *Ell* *Rosetta*



City of Cape Canaveral

October 27, 2009

Mr. Robert J. Hyres
Executive Vice President
Waste Pro USA, Inc.
P. O. Box 917209
Longwood, FL 32791

Dear Mr. Hyres:

It is very seldom that I, as Mayor of the City of Cape Canaveral, Florida, place our City's endorsement on a product or service from any of our vendors. I write this letter with no reservations on our recent award of solid waste and recycling collection services to Waste Pro USA, Inc.

Many of our residents had requested that City Council consider service rather than the lowest bid as a determining factor in the selection of a new solid waste hauler. What a surprise to find, upon the opening of the sealed bid documents, that the City received the opportunity to select the company with the highest level of safety, service and all new equipment PLUS a yearly savings of \$170,000 annually for our residents compared to our previous contractor.

Our City's Request for Proposal demanded a lot in the way of service and was selected by 11 different firms to review. Four firms made the short list and all were given equal time for their presentations. Waste Pro began their presentation with the actual arrival of their brand new "State of the Art" Hybrid Diesel Vehicle followed with the facts of improved safety and reduced environmental emissions, thus improving the quality of life for our residents. Their commitment of "we will do whatever it takes to satisfy residents' expectations" was followed by a detailed outline with timelines, dates and new equipment. In addition, Waste Pro promised to residents in the audience that the same scheduled days of pick up for all seven weekly collections would remain the same.

Waste Pro followed their plan to the letter. Every resident and business received their new containers prior to the beginning of the contract, with Waste Pro clearing our City of existing piles of missed green waste prior to them beginning their contract. All this resulted in a seamless transition.

Please stop by our City on any day Waste Pro is scheduled to work and observe the experienced, courteous, dedicated employees who take pride in their finished product and you will see why Waste Pro, which maintains one of the lowest employee turnover rate in the industry and a safety rating which far exceeds industry standards, was selected by our City.

Sincerely,

Rocky Randels

*Rocky Randels,
Mayor
City of Cape Canaveral*



City of Alachua
The Good Life Community
Celebrating Our Second Century
1905-2005

Clovis Watson, Jr., MBA
City Manager

Jean Calderwood
Mayor

Bonnie Burgess
Vice-Mayor

Gib Coerper
Commissioner

Orien Hills
Commissioner

James Lewis
Commissioner

6 April 2009

Mr. Bob Hyres, Executive Vice-President
Waste Pro USA
2101 SR 434
Longwood, Florida 32791

Re: **LETTER OF REFERENCE**

Waste Pro has an exclusive contract for collection and disposal of residential refuse, yard trash, and recycling for the City of Alachua. At present, Waste Pro serves approximately 3,221 residential customers within our corporate limits. Of this total, approximately 1,027 reside in a gated community known as Turkey Creek that has set high expectations for services to its members.

Over the years, our experience with Waste Pro has been a positive one. We find them to be responsive to customer concerns and complaints. They have been eager to meet with us to resolve any service issues. Their supportive attitude was helpful to us as we planned for contract negotiations. As you know, reliable and dependable refuse collection and disposal services are important to ensuring the public health, safety, and welfare for Alachua residents.

We are pleased to offer a letter of support for the services that have been provided by Waste Pro to the City of Alachua since 2004. During this period, Waste Pro has provided satisfactory service and continues to meet our expectations.

Waste Pro has and continues to be our exclusive provider for residential refuse, yard trash, and recycling collection and disposal services.

Respectfully,

Clovis Watson, Jr., MBA
City Manager

15100 NW 142nd Terr
Alachua, Florida
32615

P.O. Box 9
32616-0009

SOLID WASTE DIVISION



April 4, 2008

TO WHOM IT MAY CONCERN:

The City of Jacksonville awarded Waste Pro of Florida a franchised service area to provide weekly collection of Residential Solid Waste, Yard Waste and Recycling. This area comprises in excess of 65,000 residential premises.

Service commenced on October 1st 2007, a week in which heavy rainfall occurred daily, to the extent that many roads were impassable. Despite these difficult conditions, Waste Pro in their first week on the job was prepared with trained personnel and sufficient equipment to insure routes were completed.

Their General Manager, Howard Burnett and his entire staff delivered a smooth transition, providing timely and consistent service to our residents. Waste Pro staff communicates daily with City Contract personnel to resolve any resident issues in a very efficient manner. This responsiveness has resulted in consecutive months without any unresolved issues.

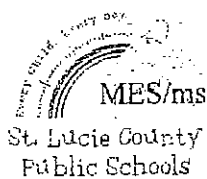
Waste Pro came to the City of Jacksonville highly recommended and it has been my experience that these reports were not overstated.

For these reasons, I would recommend any City seeking similar services to consider the experience, qualifications and valuable services afforded by Waste Pro of Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Pearson".

Chris Pearson
Division Chief
Solid Waste Division
City of Jacksonville, FL



Excellence in Education

The School Board of St. Lucie County

MES/ms Facilities and Maintenance Department

St. Lucie County 327 N.W. Commerce Park Drive

Public Schools Fort St. Lucie, Florida 34986

Board Members

Kathryn Hensley, Chairman

Carol A. Hilson, Vice Chairman

Debbie Hawley

Troy Ingerson

Dr. Donna Mills

Superintendent

Michael J. Lannon

November 17, 2011

RE: Waste Pro Reference

To Whom it May Concern,

This is to confirm that Waste Pro is currently servicing 43 schools for the School District of St. Lucie County for solid waste and recycling services. Each school has front load service five times a week and cardboard recycling two times a week. Both of these services have been accomplished in a very professional manner.

Waste Pro does a good job in taking into consideration the safety of our students and provides service to the schools during the early morning hours when the students are not on the grounds. They also have recognized the importance of education and have always made themselves available to provide presentations to students and faculty upon request.

Over the years Waste Pro has provided great communication and has been very responsive to any concerns and has always resolved any issues in a very timely manner.

By evidence of our continue service contract you can see that have been satisfied with their performance, courtesy of their customer service, and professionalism of their employees who always get the job done.

If you have any questions, please feel free to contact me at (772) 340-7100.

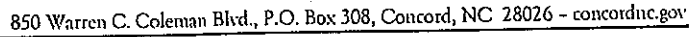
Sincerely,

Marty E. Sanders, P.E.

Executive Director Growth Management, Land Acquisitions, Intergovernmental Relations,
Facilities and Maintenance

MES/ms



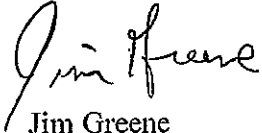


Page (2)

customer service that starts at the top of their organization and promoted by their crew leaders and drivers.

As our solid waste contractor for the past eight months, Waste Pro has met or exceeded each of its promises and has become a strong business partner of the City of Concord. Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Jim Greene".

Jim Greene
Deputy City Manager
City of Concord, NC

Deputy City Manager's Office
Phone (704)920-5206 Fax (704)795-0404



Kevin L. Smith
City Manager

CITY OF WINTER SPRINGS, FLORIDA

1126 EAST STATE ROAD 434
WINTER SPRINGS, FLORIDA 32708-2799
Telephone (407) 327-1800

March 1, 2012

City of Monroe
c/o Mike Hampton
via email: mhampton@comporium.net.

Dear Mr. Hampton,

The City Commission of the City of Winter Springs, Florida awarded a bid for commercial and residential (twice per week garbage, once per week yard waste, and once per week recycling) solid waste collection and disposal services and subsequently entered into a franchise agreement with **Waste Pro of Florida, Inc.** for said services effective March 1, 2006. Waste Pro was by far the low bidder for these services. Subsequently, the City Commission approved an extension of this agreement on November 15, 2010 for an additional four year term, through February 28, 2015.

Upon inception of the agreement, Waste Pro effected a smooth transition from the City's prior solid waste service provider, delivering uninterrupted service with minimal impact on our businesses and 11,300 residential customers. In the six years that have transpired since inception of this agreement, City staff has found Waste Pro to be responsive to issues and concerns brought forth by the City. In many cases, Waste Pro has gone above and beyond the call of duty to rectify problems or assist the City with issues that may have arisen.

Waste Pro staff has also been noted to be cooperative and easy to work with. Further, I have personally received many positive comments from citizens regarding Waste Pro's service. Also, we perform, through the University of Central Florida, an annual survey of our residential customers to gauge their satisfaction with Waste Pro's service. Waste Pro has consistently scored above a 93%, and as high as a 97%, positive customer satisfaction rating in this survey.

In summary, the City's relationship with Waste Pro has thus far been a positive and mutually beneficial one.

Sincerely,

Kevin L. Smith
City Manager



TOWN OF MELBOURNE VILLAGE

555 Hammock Road • Melbourne Village • Brevard County, Florida 32904-2513

Telephone: (321) 723-8300 • Fax: (321) 984-7219

Email: town@melbournevillage.org

June 1, 2012

Ted Oglesby, Site Manager
Waste Pro, Inc.
699 S. Range Road
Cocoa, FL 32926

Re: Letter of Recommendation

Dear Mr. Oglesby,

I, along with my Commission and Town Staff, highly recommend your solid waste company, Waste Pro, Inc. to any municipality thinking of contracting with you. The outstanding customer service your drivers, dispatchers, office staff and management provides to our residents and town staff with Garbage, Recycle and especially Yard Trash pick-up is extraordinary.

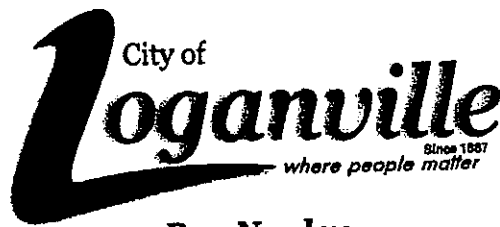
Melbourne Village is a very tree hammocked community and over the past 15 months of our contract, you have collected a monthly average of 53 tons of yard waste. Last October, however when the Central Coast was hit with a 'No Name' Storm, most of the village was covered with yard debris. You not only provided your normal Yard Waste pick-up service but, without our request, came almost every day until you were satisfied that the bulk of it had been picked up with yard waste numbers peaking at around 90 tons. That again is extraordinary.

The program Trac-Ez (<http://www.tracezonline.com/>) is a very user friendly program developed for Waste Pro to help my office staff and residents, when needed, to provide information directly to the route manager for any extra or special pickups, requests or comments. Speaking of Route Managers, the office staff of Dan Roberson and Cindi Tiger are ALWAYS available for questions and comments and ALWAYS very prompt in getting me the answers I need.

Please feel free to have any municipality interested in contracting with you contact me or my Town Staff. We would be happy to speak with them.

Sincerely,

Scott McCoy
Mayor



Ray Nunley
Mayor



Council Members

Skip Baliles

Dan Curry

Mike Jones

Mark Kiddoo

Michelle Lynch

Rey Martinez

June 20, 2012

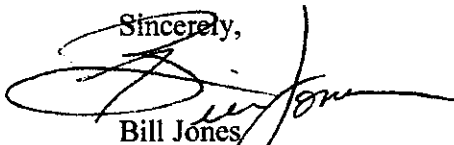
Fred V. Wood
Senior Vice President
Waste Pro USA

Fred,

The City of Loganville has had the privilege to work with Waste Pro for the last six years. Having worked with several other waste providers prior to this time, I can say with all honesty that your company has far surpassed the services provided by the other companies. We have had very few problems with your service but when issues have arisen I am always amazed by your quick response. As City Manager, I appreciate the working relationship that we have developed. I know that should I ever need anything that you are always easily accessible and willing to go out of your way no matter the need.

It has been a pleasure to work with you and Waste Pro and I look forward to our continued relationship in the future.

Sincerely,



Bill Jones
City Manager



ORLANDO PHILHARMONIC ORCHESTRA

May 17, 2012

Mr. John Jennings, Pres. & CEO
Waste Pro USA
P.O. Box 917209
Longwood, FL 32791-7209

Dear Mr. Jennings:

Thank you!

On behalf of the board of directors, musicians, staff and volunteers of the Orlando Philharmonic Orchestra, thank you for your sponsorship of the May 5, 2012 concert, *Rocky Mountain High at the Springs*. Your generous sponsorship of \$500 helped us raise significant support for our symphonic programming. Income from this event will count toward the 2011-2012 fiscal year, ending June 30.

I would like to extend a special thanks to our partners at The Springs Community for hosting this event. Sanlando Springs is always a gorgeous backdrop for the orchestra, and I am thrilled that the weather cooperated for a picture perfect evening. If you have any comments or questions about the Philharmonic concert at the Springs, please contact me at davidschiller@orlandophil.org. We are busy working on a spectacular artist for next season, so please stay tuned!

Thanks to your support, the greater Orlando community has access to world-class symphonic performances and exceptional music education programs. We very much appreciate your commitment to the healthy financial future of the Orlando Philharmonic.

Most sincerely,

David Schiller
David Schillerhammer
Executive Director

*Thank you for!
Susan Brady*

cc: ☒ Ron Pecora, Senior VP Marketing
Tim Dolan, Regional VP for Central Florida

**INFORMATION INCLUDED IN THIS TAB SECTION IS
PROPRIETARY AND SHOULD NOT BE SHARED**



WASTE PRO USA, INC. AND SUBSIDIARIES
CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2012 and 2011

VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2012 and 2011, and the related consolidated statements of comprehensive income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

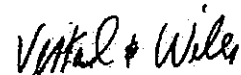
INDEPENDENT AUDITOR'S REPORT - Continued

Basis for Qualified Opinion

As disclosed in Note 2 to the consolidated financial statements, accounting principles generally accepted in the United States of America requires the Class A Common Stock to be classified as a liability and the related interest accrued. Management has informed us that the Company has elected to account for such stock as equity and not accrue the related interest expense. If generally accepted accounting principles had been followed at December 31, 2012 and 2011, other liabilities would have increased and stockholders' equity and net income would have decreased by the amounts disclosed in Note 2 to the consolidated financial statements.

Qualified Opinion

In our opinion, except for the effects of the matters described in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



Certified Public Accountants

April 01, 2013

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2012 and 2011

ASSETS

	2012	2011
CURRENT ASSETS:		
Cash	\$ 11,484,795	\$ 11,805,505
Accounts receivable - net	44,425,682	39,427,251
Other current assets	7,046,839	6,866,987
Income taxes receivable	1,084,896	800,000
Deferred tax assets	2,824,000	2,121,000
TOTAL CURRENT ASSETS	66,866,212	61,020,743
PROPERTY AND EQUIPMENT:		
Vehicles	219,892,082	187,975,981
Containers	106,504,301	87,693,740
Equipment	18,390,992	17,015,427
Land and buildings	78,034,120	69,014,630
Leasehold improvements	9,455,447	2,746,590
Furniture and fixtures	10,157,050	8,517,333
Construction in process	2,245,694	4,283,100
	444,679,686	377,246,801
Less accumulated depreciation and amortization	161,349,577	120,791,164
PROPERTY AND EQUIPMENT - Net	283,330,109	256,455,637
OTHER ASSETS:		
Restricted cash	1,674,036	1,569,792
Goodwill	61,872,835	69,088,027
Loan costs - net	1,786,328	2,893,890
Other assets	67,587	286,812
TOTAL OTHER ASSETS	65,400,786	73,838,521
	\$ 415,597,107	\$ 391,314,901

LIABILITIES AND STOCKHOLDERS' EQUITY

	2012	2011
CURRENT LIABILITIES:		
Current maturities of long-term debt	\$ 2,226,413	\$ 2,206,633
Accounts payable	15,728,341	15,191,489
Accrued liabilities	23,125,124	19,781,208
Deferred revenue	12,827,816	10,885,519
TOTAL CURRENT LIABILITIES	53,907,694	48,064,849
OTHER LIABILITIES:		
Line of credit	191,000,000	173,000,000
Long-term debt	3,999,232	6,385,778
Accrued capping, closure and post-closure costs	16,700,767	15,980,253
Deferred tax liabilities	32,940,000	32,067,783
TOTAL OTHER LIABILITIES	244,639,999	227,433,814
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Common stock	-	-
Additional paid-in capital	91,847,845	91,296,400
Accumulated other comprehensive income	-	9,284
Retained earnings	25,201,569	24,510,554
TOTAL STOCKHOLDERS' EQUITY	117,049,414	115,816,238
	\$ 415,597,107	\$ 391,314,901

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

For the Years Ended December 31, 2012 and 2011

	2012	2011
REVENUES	\$ 406,673,384	\$ 365,367,938
COSTS AND EXPENSES:		
Operating	297,984,699	264,155,154
General and administrative	47,177,761	39,626,317
Depreciation and amortization	41,476,604	34,102,630
TOTAL COSTS AND EXPENSES	386,639,064	337,884,101
INCOME FROM OPERATIONS	20,034,320	27,483,837
OTHER INCOME (EXPENSE):		
Other expense - net	(546,059)	(607,957)
Goodwill impairment loss	(11,058,155)	(1,320,886)
Interest income	1,221	41,266
Interest expense	(6,953,987)	(7,948,000)
Management fee	(500,000)	(500,000)
Change in intrinsic value of stock options	404,130	(666,330)
Gain (loss) on disposal of property and equipment	55,879	(522,127)
OTHER EXPENSE - Net	(18,596,971)	(11,524,034)
INCOME BEFORE PROVISION FOR INCOME TAXES	1,437,349	15,959,803
PROVISION FOR INCOME TAXES	746,334	6,693,289
NET INCOME	691,015	9,266,514
OTHER COMPREHENSIVE LOSS -		
Change in value of interest rate swap agreement	(15,346)	(96,753)
Less: deferred income tax effect	6,062	38,217
TOTAL OTHER COMPREHENSIVE LOSS	(9,284)	(58,536)
TOTAL COMPREHENSIVE INCOME	\$ 681,731	\$ 9,207,978

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

For the Years Ended December 31, 2012 and 2011

	Common Stock	Additional	Accumulated	Retained	Total
	Shares	Amount	Paid-In	Comprehensive	Stockholders'
			Capital	Income	Equity
BALANCE - January 1, 2011	23,868,967	\$ -	\$ 88,906,470	\$ 67,820	\$ 128,087,297
Issuance of common stock	25,000	-	744,000	-	744,000
Purchase of common stock	(5,000)	-	(190,400)	-	(190,400)
Exercise of employee stock options	231,250	-	1,170,000	-	1,170,000
Change in intrinsic value of stock options	-	-	666,330	-	666,330
Comprehensive income (loss)	-	-	-	(58,536)	9,207,978
BALANCE - December 31, 2011	24,120,217	-	91,296,400	9,284	115,816,238
Purchase of common stock	(177,500)	-	(843,125)	-	(843,125)
Exercise of employee stock options	345,700	-	1,798,700	-	1,798,700
Change in intrinsic value of stock options	-	-	(404,130)	-	(404,130)
Comprehensive income (loss)	-	-	-	(9,284)	681,731
BALANCE - December 31, 2012	24,288,417	\$ -	\$ 91,847,845	\$ -	\$ 117,049,414

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 691,015	\$ 9,266,514
Adjustments to reconcile net income to net cash from operating activities:		
Provision for bad debts	2,385,849	943,068
Amortization of loan costs	1,107,562	963,130
Change in intrinsic value of stock options	(404,130)	666,330
Depreciation and amortization	41,476,604	34,102,630
Goodwill impairment loss	11,058,155	1,320,886
Accretion of accrued capping, closure and post-closure costs	720,514	603,882
Gain (loss) on disposal of property and equipment	(55,879)	522,127
Deferred income taxes	175,279	6,011,721
Cash flows from changes in assets and liabilities, net of business acquisitions:		
Accounts receivable	(7,410,044)	(11,682,389)
Other current assets	(177,325)	(1,477,399)
Income taxes receivable	(284,896)	4,852,592
Restricted cash	(104,244)	(106,660)
Accounts payable	294,999	653,032
Accrued liabilities	5,274,017	5,307,346
Deferred revenue	1,942,885	537,296
Net cash provided by operating activities	<u>56,690,361</u>	<u>52,484,106</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(67,701,196)	(56,632,738)
Proceeds from sale of property and equipment	446,735	515,957
Other assets	-	161,135
Acquisitions of businesses	<u>(6,345,419)</u>	<u>(36,117,091)</u>
Net cash used in investing activities	<u>(73,599,880)</u>	<u>(92,072,737)</u>

(Continued)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

For the Years Ended December 31, 2012 and 2011

	2012	2011
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings on line of credit	18,000,000	43,000,000
Principal payments on long-term debt	(2,366,766)	(2,083,446)
Payments of debt issuance costs	-	(742,962)
Proceeds from issuance of common stock	1,798,700	1,314,000
Repurchase of common stock	(843,125)	(190,400)
Net cash provided by financing activities	16,588,809	41,297,192
NET INCREASE (DECREASE) IN CASH	(320,710)	1,708,561
CASH - Beginning of year	11,805,505	10,096,944
CASH - End of year	\$ 11,484,795	\$ 11,805,505
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash received (paid) for taxes	\$ (856,000)	\$ 4,171,000
Cash paid for interest	\$ 6,256,000	\$ 7,857,000

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

During 2012 and 2011, the Company recorded a change in value of the interest rate swap agreement in the amount of \$15,346 and \$96,753, which decreased other assets and other comprehensive income.

During 2011, the Company issued 20,000 shares of common stock with a deemed fair value of \$600,000 in connection with an acquisition of a business.

During 2011, the Company assumed approximately \$739,000 of long-term debt of certain acquired companies.

(Concluded)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business - The Company, headquartered in Longwood, Florida and its subsidiaries provide non-hazardous waste collection, transfer, recycling and disposal services in Florida, Mississippi, Louisiana, North Carolina, Alabama, Texas, Georgia, Tennessee and South Carolina.

Consolidation - The accompanying financial statements present the consolidated accounts of Waste Pro USA, Inc. (the Company) and its wholly-owned subsidiaries Waste Pro of Florida, Inc. (a Florida Corporation), Waste Pro of Georgia, Inc. (a Georgia Corporation), Waste Pro of South Carolina, Inc. (a South Carolina Corporation), American Recycling, LLC (a Georgia LLC), Waste Pro of North Carolina, Inc. (a North Carolina Corporation), Waste Pro of Alabama, Inc. (an Alabama Corporation), Waste Pro of Louisiana, Inc. (a Louisiana Corporation), Waste Pro of Texas, Inc. (a Texas Corporation), Waste Pro of Tennessee, Inc. (a Tennessee Corporation), Waste Pro of Mississippi, Inc. (a Mississippi Corporation) and WPWI, LLC (a Florida LLC). All significant intra-entity transactions and balances have been eliminated.

Common Stock - The affairs of the Company are governed by the Amended and Restated Articles of Incorporation, dated September 25, 2009, (the Articles). The Company is authorized to issue 100,000,000 shares of Common Stock and 7,500,000 shares of Class A Common Stock. Both classes of stock have no par value. At the option of the holder, each share of Class A Common Stock shall be convertible to Common Stock. The conversion is determined by dividing the Class A Original Issue Price by the Class A Conversion Price. At December 31, 2012, one share of Class A Common Stock is convertible into one share of Common Stock. The Company shall, at all times, have a sufficient number of shares of Common Stock to issue to the Class A Common Stock holders in the case of conversion. At December 31, 2012, there are 18,689,271 shares of Common Stock and 5,599,146 shares of Class A Common Stock issued and outstanding. At December 31, 2011, there were 18,521,071 shares of Common Stock and 5,599,146 shares of Class A Common Stock issued and outstanding.

The Company may elect to declare and pay dividends to shareholders. The Company may not pay dividends on shares of any other class of capital stock of the Company (other than dividends payable in shares of Common Stock) unless the holders of the Class A Common Stock then outstanding shall receive a dividend on each outstanding share of Class A Common Stock that would equal the product of (a) the dividend payable on each share of Common Stock and (b) the number of shares of Common Stock issuable upon conversion of a share of Class A Common Stock, calculated on the record date for determination of holders entitled to receive such dividend.

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued**

Noncontrolling Interest - The Company complies with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 810-10 *Non-controlling Interests in Consolidated Financial Statements*, which requires consolidated net income and equity to be reported at amounts attributable to both the parent and the non-controlling interest.

At the date of purchase, the Company determined the value of the noncontrolling interest in Cleanpro Enviro Solutions, LLC (Cleanpro), a majority owned subsidiary of Waste Pro of Florida, Inc., was zero based on the theoretical sale of the entity resulting in no amounts being paid to the noncontrolling interest. The value of the noncontrolling interest was zero at December 31, 2012 and 2011 due to the current year loss being allocated entirely to the Company in accordance with the Amended and Restated Operating Agreement of Cleanpro. The Company is party to an option and pledge agreement that gives them the right to purchase the remaining interest in Cleanpro for six times Cleanpro's trailing twelve months EBITDA at the date of exercise. The option period begins on November 15, 2012 and expires on December 31, 2016. The Company has not elected to exercise its option at December 31, 2012.

Limited Liability Companies - The Georgia and Florida LLCs are organized under the laws of the State of Georgia and Florida, respectively, and, barring certain events, will continue in existence indefinitely. Income and losses are allocated to the members in proportion to their percentage interest. Interested parties should refer to the Operating Agreement for a more complete description of the Georgia and Florida LLC's.

Use of Estimates - The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash - Cash consists primarily of bank deposits, which exceed federally insured limits.

Accounts Receivable - Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers. The allowance for doubtful accounts amounted to approximately \$1,686,000 and \$709,000 at December 31, 2012 and 2011, respectively.

Property and Equipment - Property and equipment is stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, generally 3 to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs, which are included in land and buildings in the accompanying consolidated balance sheets, is amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

Restricted Cash - Certain states require the Company to maintain a cash balance for future closure and post-closure costs related to two of the Company's landfills. The balance consists primarily of bank deposits, which may at times exceed federally insured limits.

Goodwill - Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value.

During the years ended December 31, 2012 and 2011, the Company determined the carrying amount of certain reporting units' net assets exceeded their fair value and recorded an impairment loss of \$11,058,155 and \$1,320,886, respectively.

Loan Costs - Loan costs are amortized using the straight-line method over the life of the applicable loan. At December 31, 2012 and 2011, loan costs are shown within the consolidated balance sheets net of accumulated amortization of approximately \$2,403,000 and \$1,296,000, respectively.

Deferred Revenue - Certain customers and municipalities are billed in advance, generally on a quarterly basis, for the services to be rendered. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the services are provided.

Accrued Capping, Closure and Post-closure Costs - Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company.

Derivative Instruments - In December 2010, the Company entered into an interest rate swap agreement that effectively converted a portion of its floating rate debt to a fixed-rate basis for the term of the swap agreement, thus reducing the impact of interest rate changes on future interest expense. The interest rate swap agreement has been accounted for as a cash-flow hedge. The fair value of the interest rate swap has been accounted for as an asset and the unrealized gain is included in the accompanying consolidated financial statements in other comprehensive income. Cash flows related to the interest rate swap agreement are presented in the consolidated statement of cash flows as operating activities.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Advertising Costs - Advertising costs are charged to operations as incurred. During the years ended December 31, 2012 and 2011, advertising charged to consolidated comprehensive income approximated \$2,059,000 and \$2,257,000, respectively.

Share-Based Compensation - The Company accounts for share-based compensation in accordance with FASB ASC 718-10 *Compensation - Stock Compensation*. Compensation cost for all share-based payments is based on the intrinsic value method in accordance with the provisions of FASB ASC 718-10.

Income Taxes - Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes.

The Company complies with the provisions of FASB ASC 740-10 *Accounting for Uncertainty in Income Taxes*. The Company is required to evaluate each of its tax positions to determine if they are more likely than not to be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The Company is no longer subject to U.S. federal income tax examination by tax authorities for years before 2009.

Assets Measured at Fair Value on a Recurring and Nonrecurring Basis - The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring, non-financial measurements, which includes business combinations. Nonrecurring assets, including Goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820 the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, FASB ASC 820 establishes a three level fair value hierarchy that prioritizes the inputs used to measure fair value.

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

The three levels of inputs used to measure fair value are as follows:

- | | |
|---------|--|
| Level 1 | Quoted prices in active markets for identical assets or liabilities. |
| Level 2 | Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data. |
| Level 3 | Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs. |

The Company utilizes Level 3 inputs to value its goodwill, accrued capping, closure and post-closure costs, contingent payments related to acquisitions and the interest rate swap agreement. Goodwill is valued based on a multiple of earnings for similar public companies and recent acquisitions. Accrued capping, closure and post-closure costs are valued using recent estimates as prepared by third party engineers. Contingent payments related to acquisitions are determined based on management's determination of the probability of the criteria related to the contingent payment being met. The interest rate swap agreement is valued using mid-market values unless such prices and inputs were unobservable in which case proprietary or other pricing models based on past, present, and future market conditions are used. There have been no changes in the methodologies used at December 31, 2012 and 2011.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

The following table summarizes the changes in fair value measurements using significant unobservable inputs for the years ended December 31, 2012 and 2011 measured on a recurring basis:

	Accrued capping closure and post- closure costs	Contingent payments related to acquisitions	Interest rate swap agreement	Total
Balance - January 1, 2011	\$ 11,085,223	\$ 2,857,490	\$ 112,099	\$ 14,054,812
Accretion expense	603,882	-	-	603,882
Purchases	4,291,148	3,277,327	-	7,568,475
Change in estimate	-	(275,362)	-	(275,362)
Settlements	-	(2,082,128)	(96,753)	(2,178,881)
Balance - December 31, 2011	15,980,253	3,777,327	15,346	19,772,926
Accretion expense	720,514	-	-	720,514
Purchases	-	925,165	-	925,165
Settlements	-	(2,832,101)	(15,346)	(2,847,447)
Balance - December 31, 2012	<u>\$ 16,700,767</u>	<u>\$ 1,870,391</u>	<u>\$ -</u>	<u>\$ 18,571,158</u>

Subsequent Events - The Company has evaluated subsequent events through April 01, 2013, the date which the consolidated financial statements were available to be issued.

NOTE 2 DEPARTURE FROM GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

In accordance with FASB ASC 480-10, *Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity*, the Class A Common Stock should be classified as a liability in the consolidated balance sheets and the related interest should be accrued and recorded as interest expense in the consolidated statements of comprehensive income. During the years ended December 31, 2012 and 2011, the Company did not recognize such stock as a liability and did not accrue the related interest in the accompanying consolidated financial statements causing a departure from GAAP.

If FASB ASC 480-10 had been followed at December 31, 2012 and 2011, other liabilities and stockholders' equity would have increased and decreased by \$198,721,273 and \$162,860,720, respectively, and net income for the years ended December 31, 2012 and 2011, would have decreased by \$35,860,553 and \$29,389,282, respectively.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 3 ACQUISITIONS

During 2012, the Company acquired certain assets and liabilities of Nature Station Waste Services of Louisiana, LLC, Fayard & Sons, LLC, Professional Waste Management, LLC, Sunshine Waste and Recycling, Inc., and WPWI, LLC all in separate transactions. The total purchase price of these transactions was approximately \$3,513,000 in cash and \$1,151,000 in future and contingent payments based on the acquired company meeting certain criteria. The Company accrued all contingent payments as of December 31, 2012 based on the expectation that these criteria will be met. For the year ended December 31, 2012, the Company paid approximately \$2,832,000 related to contingent payments accrued in prior years. In addition, for the year ended December 31, 2012, the Company recognized acquisition-related costs totaling approximately \$24,000, which are included in other expense - net in the accompanying consolidated statements of comprehensive income.

During 2011, the Company acquired certain assets and liabilities of Greenstar Georgia, LLC, North Santa Rosa Sanitation, LLC, Environmental Operators, LLC, C&D Limited, LLC, Emerald Waste Services, LLC, Trash Can Company II, LLC, Rees Waste Service, LLC, Action Garbage Service, Inc., Mississippi Industrial Waste Disposal, Inc., Atlas Industrial Corporation, and National Collection Systems, LLC all in separate transactions. In addition, the Company acquired a sixty percent interest in Cleanpro Enviro Solutions, LLC. The total purchase price of these transactions was approximately \$34,035,000 in cash, \$600,000 in Common Stock and \$3,277,000 in contingent payments based on the acquired company meeting certain criteria. The Company accrued all contingent payments as of December 31, 2011 based on the expectation that these criteria will be met. For the year ended December 31, 2011, the Company paid approximately \$2,082,000 related to contingent payments accrued in prior years. In addition, for the year ended December 31, 2012, the Company recognized acquisition-related costs totaling approximately \$673,000, which are included in other expense - net in the accompanying consolidated statements of comprehensive loss.

All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition. The goodwill recorded as part of the acquisitions primarily reflects the value of expected synergies from combining operations, as well as any intangible assets that do not qualify for separate recognition. Goodwill is expected to be fully deductible for tax purposes.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 3 ACQUISITIONS - Continued

The purchase prices were allocated as follows:

	2012	2011
Current assets	\$ 2,527	\$ 759,118
Property and equipment	1,040,736	19,725,989
Goodwill	4,088,316	24,663,412
Current liabilities	(466,855)	(2,205,776)
Long-term debt	-	(739,305)
Accrued capping, closure and post-closure costs	-	(4,291,148)
	<u>\$ 4,664,724</u>	<u>\$ 37,912,290</u>

NOTE 4 LINE OF CREDIT

At December 31, 2012, the Company has a \$275,000,000 revolving line of credit (the line) with various banks with an optional \$75,000,000 accordion feature. The line matures on August 2, 2014. Interest on outstanding borrowings is payable at either the Base Rate or LIBOR Rate as selected by the Company from time to time. The Base Rate equals the greater of the federal funds rate plus 0.5%, LIBOR plus 1% or the prime rate, plus an applicable margin, ranging from 0.875% to 2.125%. The LIBOR Rate equals LIBOR plus an applicable margin ranging from 1.875% to 3.125%. The Company also pays a quarterly commitment fee, ranging from 0.375% to 0.625%, based on the amount available to be borrowed. At December 31, 2012, the interest rate for \$160,000,000 of borrowings was based on LIBOR (0.22% at December 31, 2012) plus the applicable margin of 2.375% at December 31, 2012. Interest for the remaining \$31,000,000 in borrowings was based on the Base Rate (3.25% at December 31, 2012) plus the applicable margin of 1.375% at December 31, 2012. The line is collateralized by substantially all assets of the Company. The line is reduced by all outstanding letters of credit. At December 31, 2012, approximately \$72,395,000 was available to be borrowed on the line, which does not include the optional accordion feature.

The line contains various restrictive covenants including certain financial covenants, measured at the Company's year-end. At December 31, 2012, the Company was in compliance with all terms of the agreement.

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 5 LONG-TERM DEBT

At December 31, 2012 and 2011, long-term debt consists of the following:

	<u>2012</u>	<u>2011</u>
Installment note payable to finance company; collateralized by certain equipment; interest at 4.5%; monthly principal and interest payments totaling \$187,520 through January 2014, \$161,686 thereafter; contains certain restrictive covenants, which the Company was in compliance with as of December 31, 2012; due January 2016	\$ 5,903,341	\$ 7,840,391
Installment note payable to finance company; interest at 0%; monthly principal payments totaling \$18,157; collateralized by certain equipment; due March 2014	128,668	354,558
Installment note payable to finance company; interest at 3.27%; monthly principal and interest payments totaling \$2,686; collateralized by certain equipment; due April 2013	10,672	57,977
Installment notes payable to various finance companies; interest at rates ranging from 7.85% to 8.99%; monthly principal and interest payments totaling \$6,398; collateralized by certain equipment; due through January 2015	65,584	161,258
Installment note payable to finance company; interest at 5.5%; monthly principal and interest payments totaling \$4,738; collateralized by certain equipment; due January 2015	111,734	159,315

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 5 LONG-TERM DEBT - Continued

	2012	2011
Installment note payable to individual; interest at 3.0%; monthly principal and interest payments totaling \$1,138; unsecured; due May 2013	5,646	18,912
	6,225,645	8,592,411
	2,226,413	2,206,633
Less current maturities		
	\$ 3,999,232	\$ 6,385,778

At December 31, 2012, long-term debt matures as follows:

2013	\$ 2,226,413
2014	1,946,377
2015	1,891,775
2016	161,080
	\$ 6,225,645

NOTE 6 REDEEMABLE STOCK

On September 25, 2009, the Company issued 5,599,146 shares of Class A Common Stock at \$20.05 per share for the aggregate purchase price of \$103,791,346, which is net of related transaction costs of approximately \$8,471,500. Commencing September 25, 2014 or, if earlier, upon sale or liquidation of the Company, each Class A Common Stock holder will be entitled, upon notice of such holder, to require the Company to redeem all (or any part) of the shares of Class A Common Stock (or shares of Common Stock into which such shares are converted) held by such holder and its affiliates, at a price equal to \$50.13 per share (subject to appropriate adjustment for stock dividends, stock splits, combination or other similar recapitalization with respect to any of the Company's capital stock) for the aggregate redemption price of approximately \$280,685,200. Any portion of the redemption price that is not paid in cash as of the redemption date, which shall be no earlier than 3 months from the date the redemption notice is provided, shall bear interest at 20% per annum for the first year and 15% per annum thereafter. The option expires September 25, 2029.

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 7 INTEREST RATE SWAP AGREEMENT

During 2010, the Company entered into a variable to fixed interest rate swap contract on \$50,000,000 of its line of credit facility discussed in Note 4. The purpose of this swap contract was to hedge against interest rate fluctuations on this variable rate debt.

In accordance with the terms of the swap agreement, the Company paid a fixed rate of 0.62% and received three month LIBOR. Net receipts and payments under the agreement were recognized as an adjustment to interest expense. The swap agreement expired on December 7, 2012.

At December 31, 2011, the fair value of the swap of \$15,346, has been included in other assets in the consolidated balance sheet. For the year ended December 31, 2011, the unrealized gain amounting to \$15,346 was included in stockholders' equity as accumulated other comprehensive income.

NOTE 8 INCOME TAXES

For the years ended December 31, 2012 and 2011, the provision for income taxes consists of the following:

	<u>2012</u>	<u>2011</u>
Current	\$ 571,055	\$ 681,568
Deferred	<u>175,279</u>	<u>6,011,721</u>
	<u>\$ 746,334</u>	<u>\$ 6,693,289</u>

For the years ended December 31, 2012 and 2011, the tax provision differs from the expense that would result from applying statutory rates to income before income taxes primarily due to certain expenses not being deductible for income tax purposes.

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 8 **INCOME TAXES - Continued**

At December 31, 2012 and 2011, the net deferred tax amounts included in the balance sheets consist of the following:

	<u>2012</u>	<u>2011</u>
Current:		
Deferred tax assets	\$ 2,824,000	\$ 2,121,000
Noncurrent:		
Deferred tax assets	\$ 19,688,000	\$ 13,083,000
Deferred tax liabilities	(52,628,000)	(45,150,783)
	<u>\$ (32,940,000)</u>	<u>\$ (32,067,783)</u>

At December 31, 2012 and 2011, net deferred tax assets (liabilities) relate primarily to a net operating loss and charitable contributions carryforward, certain expenses and costs which are not deductible for tax purposes until paid including bad debts, bonuses and reserve accruals, and the excess of depreciation and amortization (including goodwill) for financial statement purposes over tax depreciation and amortization. At December 31, 2012 and 2011, noncurrent deferred tax assets are shown net of a valuation allowance of approximately \$1,633,000 and \$1,498,000, respectively, for certain net operating losses not expected to be realized for state purposes.

At December 31, 2012, the net operating loss carryforward for federal tax purposes approximates \$40,814,000 which expires on various dates beginning in 2028.

NOTE 9 **RELATED PARTY TRANSACTIONS**

The Company participates in an agreement to utilize an affiliate of a Class A Common Stockholder for management advisory and consulting services. The services are to be paid in quarterly installments of \$125,000 each. During the years ended December 31, 2012 and 2011, the Company incurred \$500,000 in fees related to such services.

The Company incurs a fee for use of a private plane owned by a related party. During the years ended December 31, 2012 and 2011, the Company paid \$480,000 and \$360,000, respectively, for such use.

During 2011, the Company purchased certain equipment totaling \$178,000 from a related party.

See Note 10 for additional related party disclosures.

WASTE PRO USA, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 10 COMMITMENTS AND CONTINGENCIES

Leases - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through September 2022. The Company is also obligated under certain facility lease agreements with certain related parties expiring through December 2025.

For the years ended December 31, 2012 and 2011, total rent expense charged to operations approximated \$4,266,000 and \$4,562,000, respectively. Rent expense for related party lease agreements totaled approximately \$941,000 and \$913,000 during 2012 and 2011, respectively.

At December 31, 2012, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2013	\$ 939,000	\$ 1,945,000
2014	939,000	1,298,000
2015	939,000	517,000
2016	939,000	402,000
2017	939,000	335,000
Thereafter	6,219,000	236,000
	<u>\$ 10,914,000</u>	<u>\$ 4,733,000</u>

Letters of Credit - As of December 31, 2012, the Company has outstanding letters of credit totaling approximately \$11,605,000 as required by certain banks, insurance providers, and vendors.

Insurance - The Company's workers compensation and auto insurance coverage are provided under partially self-insured, retrospectively rated policies from independent third parties. Under the policies, premiums may be adjusted subsequent to the policy year-end depending upon actual claims experienced.

At December 31, 2012, the Company estimated amounts payable on self-insured claims of approximately \$4,142,000, which is reflected in accrued liabilities in the accompanying consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

Health Insurance - The Company's health insurance is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. At December 31, 2012, the Company estimated amounts payable on self-insured claims of approximately \$1,276,000, which is reflected in accrued liabilities in the accompanying consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 10 COMMITMENTS AND CONTINGENCIES - Continued

Stock Options - The Company has authorized the issuance of 1,522,250 stock options to certain employees. As of December 31, 2012, the Company has issued 621,550 of those options which allow those employees to buy a prescribed number of shares of Common Stock for an exercise price ranging from \$5 to \$30 per share. The options have an average weighted exercise price of \$20.14 per share with expiration dates through May 2022. The options vest ratably over five years. Upon exercise, shares will be issued from the pool of shares reserved for issuance. At December 31, 2012, 336,290 options are vested. During the year ended December 31, 2012, 10,000 options were issued, 345,700 options were exercised and 152,750 options were terminated. During the year ended December 31, 2011, 100,000 options were issued, 231,250 options were exercised and no options were terminated. At December 31, 2012, the Company had an additional 900,700 shares of Common Stock reserved to be used for stock options.

During the year ended December 31, 2012, management reversed previously recognized compensation expense of approximately \$404,000 and the related deferred tax benefit totaling approximately \$162,000 related to exercised options and no expense related to unexercised options as the stock value was above the exercise price of the stock options. During the year ended December 31, 2012, management recorded compensation expense of \$404,130 and \$262,200 related to unexercised and exercised options, respectively, where the intrinsic value of the stock exceeded the option price. During the year ended December 31, 2012, the Company realized a tax benefit of approximately \$105,000 from stock options exercised during the period.

Legal - The Company is involved in various lawsuits in the normal course of business. As of December 31, 2012, management has recorded an estimated liability related to current outstanding litigation of \$250,000, which is included in accrued liabilities within the consolidated balance sheets. Management believes the recorded amount is adequate to cover potential losses related to current outstanding litigation.

Purchase Commitments - As of December 31, 2012, the Company has made commitments to purchase vehicles and equipment totaling approximately \$21,750,000.

NOTE 11 EMPLOYEE RETIREMENT PLAN

The Company sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2012 and 2011, the Company contributed approximately \$268,000 and \$107,000, respectively, to the plan.

SUPPLEMENTAL SCHEDULES

INDEPENDENT AUDITOR'S REPORT ON
SUPPLEMENTAL SCHEDULES

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries as of and for the years ended December 31, 2012 and 2011, and our report thereon dated April 01, 2013, which expressed a qualified opinion on those consolidated financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2012 and 2011 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Vestal & Wiler

Certified Public Accountants

April 01, 2013

WASTE PRO USA, INC. AND SUBSIDIARIES

SUPPLEMENTAL SCHEDULES OF OPERATING EXPENSES

For the Years Ended December 31, 2012 and 2011

	2012	2011
Payroll and payroll taxes	\$ 88,637,563	\$ 80,157,690
Disposal costs	74,279,963	65,604,834
Vehicle operating costs	55,272,278	45,721,542
Repairs and maintenance	22,327,321	17,224,323
Insurance	17,368,973	15,482,642
Franchise fees	10,872,283	8,484,325
Subcontract trucking	6,095,555	5,481,567
Recycling material	5,796,167	8,644,640
Contract labor	5,680,692	4,587,336
Rent	3,168,229	3,404,083
Start-up costs	2,671,261	4,227,906
Utilities	1,183,259	1,139,698
Telephone	1,061,841	951,712
Uniforms	889,369	764,970
Bond fees	871,801	683,361
Equipment rental	408,544	479,448
Travel	392,699	326,619
Licenses and permits	364,443	313,064
Property damage	292,976	219,800
Retirement plan contributions	153,657	35,839
Sanitation supplies	151,590	119,043
Municipal fees	44,235	100,712
	<u>\$ 297,984,699</u>	<u>\$ 264,155,154</u>

See independent auditor's report on supplemental schedules.

WASTE PRO USA, INC. AND SUBSIDIARIES

SUPPLEMENTAL SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the Years Ended December 31, 2012 and 2011

	2012	2011
Payroll and payroll taxes	\$ 25,332,456	\$ 20,737,067
Professional fees	3,491,940	2,933,707
Travel	3,081,678	2,772,168
Bad debt	2,385,849	943,068
Advertising	2,059,235	2,257,292
Taxes, other than income	1,510,348	1,477,213
Bank charges	1,401,500	1,178,654
Insurance	1,225,955	1,094,580
Telephone	1,198,773	1,105,590
Amortization of loan costs	1,107,562	963,130
Postage	877,136	797,957
Training	762,275	878,307
Office supplies	728,742	708,052
Rent	658,796	639,350
Computer expense	480,413	297,121
Dues and subscriptions	271,277	216,844
Repairs and maintenance	188,888	242,545
Office temporary labor	173,639	234,873
Retirement plan contributions	114,592	71,201
Relocation	96,502	38,004
Office equipment rent	30,205	39,085
Property damage	-	509
	<u>\$ 47,177,761</u>	<u>\$ 39,626,317</u>

See independent auditor's report on supplemental schedules.

STATEMENT ON VALIDITY OF OFFER

THE PROPOSAL SUBMITTED BY WASTE PRO IS A FIRM OFFER FOR NINETY (90) CALENDAR DAYS FROM THE PROPOSAL DUE DATE AS LISTED IN THE RFP DOCUMENTS.

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

Jimmie Moore, Municipal Marketing Manager
January 22, 2014

STATE OF MISSISSIPPI SOLID WASTE MANAGEMENT PERMIT

TO OPERATE A SOLID WASTE MANAGEMENT FACILITY IN
ACCORDANCE WITH THE REGULATIONS GOVERNING
SOLID WASTE MANAGMENT

THIS CERTIFIES THAT

Pine Belt Regional Solid Waste Management Authority

has been granted permission to operate a solid waste management facility

located at

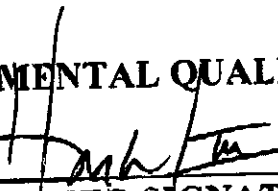
Sections 8 & 9, Township 5 North, Range 11 West
Mississippi State Highway 29
Runnelstown, Mississippi
Perry County

under the name of

Pine Belt Regional Landfill

This permit is issued in accordance with the provisions of the Mississippi Code Annotated, and the regulations and guidelines adopted and promulgated thereunder.

MISSISSIPPI ENVIRONMENTAL QUALITY PERMIT BOARD


AUTHORIZED SIGNATURE

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Issued: July 11, 2006
Expires: June 30, 2016

Permit No. SW0560010436



STATE OF MISSISSIPPI

The Department of Environmental Quality
Office of Pollution Control



Certificate of Coverage

under the Mississippi statewide general permit for a municipal waste transfer stations

Be it known that

Pine Belt Regional Solid Waste Management Authority

having submitted a complete Notice of Intent is hereby granted this Certificate of Coverage
to operate the *Pine Belt Regional Solid Waste Management Authority, City of Hattiesburg Transfer Station* in

Section: 14, Township: 04N, Range: 13W
Forrest County, Mississippi

as per the conditions of permit No. SWGP-T1

Certificate No. T1-007

Date Issued: December 05, 2008

Date Expires: September 30, 2017

A large, stylized signature in black ink, written over a horizontal line.
Chief, Environmental Permits Division

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY**Post Office Box 389 Petal, MS 39465
(601) 545-6676****FAX: (601)545-6665****FAX COVER SHEET**DATE: 1/10/14TO: Jimmy MooreFROM: Tony HarrisonNUMBER OF PAGES (INCLUDING COVER SHEET) 3

COMMENTS:

Permits you requested

IF YOU HAVE ANY PROBLEMS RECEIVING THIS FAX, PLEASE CALL (601) 545-6676.

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WASTE MANAGEMENT

133 Gravel Pit Rd.
Hattiesburg, MS 39402
601-268-1159
(601) 268-8953 Fax

Violet, I, Jahncke Price, confirm Waste Pro has been disposing of C & D at the Oak Grove landfill.

Jahncke E. Price
Operations Manager



State of Mississippi
Department of Environmental Quality
Office of Pollution Control
Certificate of Permit Coverage

Be it known
Waste Management
Jackson, Mississippi

the Lamar County Rubbish Site and Transfer Station located off Gravel Pit Road, Hattiesburg.
Receiving Stream: Mixons Creek
Lamar County

Coverage No: MSR500090
Date of Coverage: September 29, 1999
Date First Inspection Report is Due: January 28, 2000
Date Coverage Expires: July 13, 1997

Jim Morris
Chief, General Permits Branch



WASTE MANAGEMENT

382 Galleria Parkway
Suite 107
Madison, MS 39110

January 15, 2014

Buford Clark
382 Galleria Parkway, Suite 107
Madison, Ms. 39110
January 13, 2014

Mr. Jimmy Moore
Municipal Marketing Manager
200 Braxton Avenue
Meridian, Ms. 39301

Dear Mr. Moore:

Thank you for your interest in utilizing the Waste Management Lamar County Rubbish and Transfer Station in Lamar County. The rubbish site you referenced in your email is located off Gravel Pit Road and is open to the public. Please use \$7.00 per cubic yard for disposal for your proposal to the City of Hattiesburg. Waste Pro is welcome to continue using the site and can establish an account with Waste Management with minimum contract and credit information. I have attached a copy of the permit for your response to the RFP. Good luck with your proposal.

We invite you to visit our rubbish site and meet our local staff. Please let me know if you want to visit and I will establish a date and time. If you have any questions, please give me a call at 601-573-4171. We look forward to continuing doing business in Hattiesburg with Waste Pro. Thanks for this opportunity.

Sincerely,

Buford Clark
Area Manager of Public Affairs



State of Mississippi
Department of Environmental Quality
Office of Pollution Control

Certificate of Permit Coverage

Be it known

Waste Management
Jackson, Mississippi

the Lamar County Rubbish Site and Transfer Station located off Gravel Pit Road, Hattiesburg.
Receiving Stream: Mixons Creek
Lamar County

Coverage No: MSRS000090
Date of Coverage: September 29, 1999
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Date Coverage Expires: July 13, 1997


Chief, General Permits Branch

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January 10, 2014

To Whom It May Concern:

Waste Pro has been and will continue to bring all of the recyclables from the City of Hattiesburg to our facility located at 1386 Hwy 42, Sumrall, MS. We are currently receiving Single Stream from Kamper Park, Tatum Park and the City of Hattiesburg. If you have any questions, please feel free to contact me at 769-307-0064.

Sincerely,



Christy Plummer

Scale Operator/Route Mgr.

EQUIPMENT LISTING

Included in this tab section are two documents: the anticipated equipment to be used by Waste Pro in fulfillment of the contractual duties and a listing of specific equipment currently on site at the Hattiesburg, MS site which could be used in the event of a breakdown.

In addition to the local availability of spare equipment, Waste Pro also has equipment in Jackson, Gautier and Meridian.

EQUIPMENT TO BE USED IN PERFORMANCE OF CONTRACT

Three (3) Single Axle Automated Side Loaders

Two (2) Single Axle Rear Loaders

Two (2) Knuckle Boom Loaders

One (1) Recycle Collection Unit

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Waste Pro

Unit Selected Data

Report Date: 1/1/2014; Period Start Date: 1/1/2014; Period End Date: 1/31/2014

Unit	Mfg Year	Spec - Vehicle Make	Spec - Vehicle Model	Spec - Body Type	Unit Serial Number
1271 (Trucks) Hattiesburg	2009	Peterbilt	320	Automated Side Load	3BPZL00X09F719078
1272 (Trucks) Hattiesburg	2009	Peterbilt	320	Automated Side Load	3BPZL00X19F719428
1421 (Trucks) Hattiesburg	2013	Peterbilt	320	Automated Side Load	3BPZL70X7CF151492
1422 (Trucks) Hattiesburg	2013	Peterbilt	320	Automated Side Load	3BPZL70X7DF176281
6013 (CD Trucks) Hattiesburg	2006	Ford	F650	Container Delivery	3FRWF65F16V24797
6024 (Pick-ups) Hattiesburg	2007	Ford	F150	Pickup	1FTRW14W28FA7983
6033 (Pick-ups) Hattiesburg	1996	Dodge	Ram 2500	Pickup	1B7KC23Z6TJ156077
6107 (Trucks) Hattiesburg	2000	Mack	RD 688S	Roll-off	1M2P267C8YM05034
6121 (Trucks) Hattiesburg	2006	Mack	CV713	Roll-off	1M2AG11C46M02964
6130 (Trucks) Hattiesburg	2006	Peterbilt	357	Roll-off	1NPAL00X66N873361
6369 (Trucks) Hattiesburg	2004	Freightliner	M2	Rear Loader	1FVACXCS54HM074
6391 (Trucks) Hattiesburg	2008	International	4300	Rear Loader	3HTMMAAR68N0389
6393 (Trucks) Hattiesburg	2012	Freightliner	M2	Rear Loader	1FVHCYBS1CDEBF5
6476 (Trucks) Hattiesburg	2007	Mack	MR688S	Rear Loader	1M2K195CX7M03704
6700 (Trucks) Hattiesburg	2011	International	7400	Recycler	1HTWCAAN8BJ33194
6705 (Trucks) Hattiesburg	2011	International	7400	Recycler	1HTWCAAN2BJ33194
6904 (Trucks) Hattiesburg	2011	Mack	MRU613	Front Loader	1M2AV02C2BM00710
6924 (Trucks) Hattiesburg	2011	Mack	MRU613	Front Loader	1M2AV02C6BM00693
SV0025 (Automobiles) Hattiesburg	2013	Dodge	Dart	Automobile	1C3CDFBA6DD32163

DSR1002.0008

Dossier Fleet Asset Maintenance Solutions

SUBCONTRACTOR STATEMENT

WASTE PRO WILL DO ALL WORK DESCRIBED IN THE RFP DOCUMENTS AND WILL NOT USE ANY SUBCONTRACTORS IN FULFILLMENT OF THE DUTIES EXPECTED OF THE CONTRACTOR AND AS DEFINED IN THE SCOPE OF SERVICES

OFFICE OF THE MISSISSIPPI

P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1633

Articles of Incorporation

Business ID: 958484
Date Filed: 11/30/2009 12:00 PM
C. Delbert Hosemann, Jr.
Secretary of State

The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation *Business Email Address: diana.urrego@corpcreations.com

⇒ ☒ Profit

☐ Nonprofit

2. Name of the Corporation

⇒ Waste Pro of Mississippi, Inc.

3. The future effective date is
(Complete if applicable)

⇒ 4. FOR NONPROFITS ONLY: The period of duration is years or perpetual

The purpose of the non-profit corporation

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:
⇒ COMMON	2,000	(See Attached)
⇒		

6. Name and Street Address of the Registered Agent and Registered Office is

⇒ Name Corporate Creations Network Inc.

⇒ Physical Address 248 E. Capitol Street #840

⇒ P.O. Box

⇒ City, State, ZIP5, ZIP4

Jackson

MS

39201

Rev. 04/2009

WHEN RECORDED RETURN TO:



STRATEGIC RESEARCH, LLC.
dba RECORD-CHECK SERVICES
560 Colonial Rd. #203
Memphis, TN 38117

87681 NOV 30

Articles of Incorporation

7. The name and complete address of each incorporator are as follows

⇒ Name **Corporate Creations International Inc.**⇒ Street **11380 Prosperity Farms Rd. #221 E**⇒ City, State, ZIP5, ZIP4 **Palm Beach Gardens** **FL** **33410-**

⇒ Name

⇒ Street

⇒ City, State, ZIP5, ZIP4

⇒ Name

⇒ Street

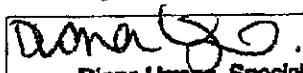
⇒ City, State, ZIP5, ZIP4

⇒ 8. Other Provisions

☐

See Attached

⇒ 9. Incorporators' Signatures (please keep writing within blocks)

 Diana Urrego, Special Secretary	

887681 NOV 30 11

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State of Mississippi

Office of the Secretary of State
C. Delbert Hosemann, Jr., Secretary of State
Jackson, Mississippi

CERTIFICATE

I, C. DELBERT HOSEMAN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the corporate records, required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on November 30, 2009, the State of Mississippi issued a Charter/Certificate of Authority to:

WASTE PRO OF MISSISSIPPI, INC.

That the state of incorporation is MISSISSIPPI.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.



Given under my hand
and seal of office
December 16, 2013

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.
Secretary of State

ATTACHMENT C

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: Waste Pro (Delta Sanitation)
 Address: 4205 Beasley Rd., Gautier, MS 39653
 Phone Number: 601-483-9777
 Email Address: jmoore@wasteprousa.com
 Point of Contact: Jimmie Moore

CAGE Code: 6DN15
 DUNS Number: 141695606

Contact Phone Number: 601-483-9777

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other
 (Explain)

Percent of project work performed: 100%

If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: N69450-09-D-5325

Delivery/Task Order Number (if applicable): 0001, 0002, 0003

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: Refuse Pick-up/Removal

Contract Location: Naval Air Station Meridian, MS

Award Date (09/30/09):

Contract Completion Date (mm/dd/yy): Ongoing

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price (Award Amount): \$484,215.94 (to date)

Final Contract Price (to include all modifications, if applicable): Contract Ongoing

Explain Differences:

4. Project Description:

Complexity of Work ☐ High ☐ Med ☒ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) Just as with this contract, Waste Pro must provide all labor, management, supervision, tools, materials, equipment and transportation to collect and dispose of waste/refuse from several locations using similar equipment and service schedules.

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

Name: Jason Clayton

Title: Contract Specialist

Phone Number: 601-679-2510

Email Address: Jason.e.clayton@navy.mil

6. Describe the client's role in the project: Procuring Contracting Officer, Payment Certifying Official

7. Date Questionnaire was completed (mm/dd/yy): 3 June 2013

8. Client's Signature



NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

Contractor Information (Firm Name): Delta Sanitation

Client Information (Name): Jason Clayton, Facilities Engineering and Acquisition Division, Naval Air Station
Meridian, Meridian Ms

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business concerns	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N

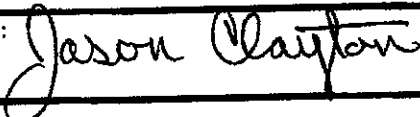
Contractor Information (Firm Name): Delta Sanitation (WastePro)
 Client Information (Name): Jason Clayton, Facilities Engineering and Acquisition Division, Naval Air Station Meridian,
 Meridian Ms.

b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG <u>S</u> M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U <u>N</u>
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<u>Yes</u> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <u>No</u>
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <u>No</u>
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<u>E</u> VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<u>E</u> VG S M U N
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<u>E</u> VG S M U N
b) Compliance with contractual terms/provisions <i>(explain if specific issues)</i>	<u>E</u> VG S M U N
c) Would you hire or work with this firm again? <i>(If no, please explain below)</i>	<u>Yes</u> No
d) In summary, provide an overall rating for the work performed by this contractor.	<u>E</u> VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (please attach additional pages if necessary):

Delta Sanitation (WastePro) has worked extremely well with NAS Meridian. The contract was awarded competitively with approximately four bidders responding, WastePro included. The contract provides service to several tenants of NAS Meridian, each with varying needs and requirements. The contractor has had no trouble fulfilling their obligations in this regard. Furthermore, the contractor has worked diligently with the Public Works Department and its officers to ensure all contract documentation, modifications, processes and requirements were completed. They have performed all tasks on time and within contract price, despite a workload reduction as a result of the Government sequester, without complaint or request for equitable adjustment.

I would highly recommend Delta Sanitation and its officers, and would confidently award them work in the future.

NAVFAC PAST PERFORMANCE QUESTIONNAIRE (Form PPQ)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information:	
Firm Name: Waste Pro (Delta Sanitation)	
Address: 4205 Beasley Rd., Gautier Ms, 39653	
Phone Number: 601-483-9777	
Point of Contact: Jimmie Moore	Contact Phone Number: 601-483-9777
2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)	
Percent of project work performed: 100%	
If subcontractor, who was prime (Name/Phone #):	
3. Contract Information	
Contract Number: N69450-09-D-5325	
Delivery/Task Order Number (if applicable): 0001, 0002, 0003	
Title: Refuse Pickup/Removal	
Location: Naval Air Station Meridian, MS	
Award Date (mm/dd/yy): 09/30/09	
Completion Date (mm/dd/yy): Ongoing	
Award Amount: \$484,215.94 (to date)	
Final Price: Contract Ongoing	
4. Project Description:	
Contractor is to provide all labor, materials, tools, supervision, and equipment to collect and dispose of waste/refuse from several locations and tenants aboard NAS Meridian.	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information	
Name: Naval Air Station, Meridian (POC: Jason Clayton)	
Title: Contracting Officer	
Phone Number: 601-679-2510	
Email Address: jason.e.clayton@navy.mil	
6. Describe the client's role in the project: Contract Award	
7. Date Questionnaire was completed: 12 April 2012	
8. Client's Signature: 	

NOTE: NAVFAC REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO NAVFAC WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON NAVFAC SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO NAVFAC. PLEASE CONTACT THE OFFEROR FOR NAVFAC POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

TO BE COMPLETED BY CLIENT**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

E (EXCELLENT) – Performance meets contractual requirements and exceeds the Client's/Government's expectations. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V (VERY GOOD) – Performance meets contractual requirements and exceeds some of the Client's/Government's expectations. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

S (SATISFACTORY) – Performance meets contractual requirements. The contractual performance of the element contains some minor problems for which corrective action taken by the contractor appear or were satisfactory.

M (MARGINAL) – Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

U (UNSATISFACTORY) – Performance does not meet most contractual requirements and/or recovery is not likely in a timely manner. The contractual performance of the element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

N (NOT APPLICABLE) – No past performance record is identifiable or the element is not applicable to this project.

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. Ability to meet quality standards specified for technical performance.	☒ E V S M U N
2. Compliance with contractual terms and conditions.	☒ E V S M U N
3. Compliance with contract delivery/completion schedules including any significant intermediate milestones.	☒ E V S M U N
4. Quality/integrity of technical data/report preparation efforts.	☒ E V S M U N
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	☒ E V S M U N
6. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	☒ E V S M U N
7. Effectiveness of on-site management, including management of subcontractors?	☒ E V S M U N
8. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	☒ E V S M U N
9. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	☒ E V S M U N
10. Ability to successfully respond to emergency and/or surge situations.	☒ E V S M U N
11. Effectiveness of material management.	☒ E V S M U N
12. Effectiveness of acquisition management.	☒ E V S M U N

13. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	☒ E V S M U N
14. Contractor's management of their safety program.	☒ E V S M U N
15. Responsiveness regarding safety issues.	☒ E V S M U N
16. If this was a cost type contract, compliance with established budgets and avoidance of significant and/or unexplained variances (underruns or overruns).	☒ E V S M U N
17. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	☒ E V S M U N
18. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	☒ E V S M U N
19. Ability to hire/apply a qualified workforce to this effort.	☒ E V S M U N
20. Ability to retain a qualified workforce on this effort	☒ E V S M U N
21. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	Yes ☒ No
22. Have there been any indications that the contractor has had any financial problem? If yes, please explain below.	Yes ☒ No
23. In summary, provide an overall rating for the work performed by this contractor.	☒ E V S M U N

Any additional comments related to the contractor's performance:

**THE PAGES INCLUDED IN THIS TAB SECTION AND FOLLOWING THIS
SHEET REFLECT THE QUESTIONS AND ANSWERS RECEIVED FROM CITY
OF HATTIESBURG DESIGNATED PERSONNEL CONCERNING THE RFP
DOCUMENTS AND REQUIREMENTS**

1/16/2014 1:25 PM
CITY OF HATTIESBURG RFP QUESTIONS WITH ANSWERS

1. Could the number of residential units be more or less than the 9,500 stated in the RFP? A recent count conducted by the Sanitation Department has the number of residential units at 10,600.
2. What is the targeted start date for the collection contract? On or about April.
3. A Certificate of Responsibility is not normally a requirement for a solid waste collection and disposal proposal. Is the position of the City that such a document be required? Not a requirement.
4. Is the City receptive to the addition of a renewal option for three additional years rather than limiting the term to just three (3) years? No
5. The language on page 13, paragraph 2.2 is confusing as written. How many copies, if any, of the proposal are to be submitted-one original or one original plus a specific number of copies? One original, and five copies.
6. On page 16, part of paragraph 3.3.1 a. the following language is included: "The contractor shall pay all charges that the landfill charges the City for handling such waste." What charges are normally charged by the landfill for the handling of waste described? None at this time, no issues with unacceptable waste.
7. Page 16, paragraph 3.3.1 c. iii mandates collection of recyclable materials in non-compaction vehicles. If co-mingled and compacted recyclable materials are acceptable to the recycle facility used by the contractor may compaction vehicles be used? Yes

1/15/2014 1:27:35 PM

CITY OF HATTIESBURG RFP QUESTIONS WITH ANSWERS

- 1. Could the number of residential units be more or less than the 9,500 stated in the RFP? A recent count conducted by the Sanitation Department has the number of residential units at 11,500.**
- 2. What is the targeted start date for the collection contract? On or about April.**
- 3. A Certificate of Responsibility is not normally a requirement for a solid waste collection and disposal proposal. Is the position of the City that such a document be required? Not a requirement.**
- 4. Is the City receptive to the addition of a renewal option for three additional years rather than limiting the term to just three (3) years? No**
- 5. The language on page 13, paragraph 2.2 is confusing as written. How many copies, if any, of the proposal are to be submitted-one original or one original plus a specific number of copies? One original, and five copies.**
- 6. On page 16, part of paragraph 3.3.1 a. the following language is included: "The contractor shall pay all charges that the landfill charges the City for handling such waste." What charges are normally charged by the landfill for the handling of waste described? None at this time, no issues with unacceptable waste.**
- 7. Page 16, paragraph 3.3.1 c. iii mandates collection of recyclable materials in non-compaction vehicles. If co-mingled and compacted recyclable materials are acceptable to the recycle facility used by the contractor may compaction vehicles be used? Yes**

8. Please provide an explanation of what specific type of containers are included in the language on page 17, paragraph 3.3.1 d. iii ("roll out dumpsters"). 6-8 yard dumpsters collected by the rear-loader and refer to section 1 paragraph 1.7.17 concerning the service provider's obligation to fully inform themselves.
9. Paragraph 3.3.2 a. on page 18 addresses collection of Freon containing appliances. Would the City please add the following after the wording Freon containing appliances-"appropriately tagged verifying removal of all CFC's"? No.
10. Is it correct to state the City will not allow the contractor to place rubbish and/or bulky waste in the same collection vehicle with municipal solid waste? Yes
11. Page 22, paragraph 3.8 d. addresses the signage required on collection vehicles. Is it permissible for the contractor to use City of Hattiesburg collection vehicles in other areas due to equipment failures, significant disposal volumes etc. if said usage does not interfere with the collection of materials within the City (not to be comingled with City of Hattiesburg materials)? No.
12. There may be circumstances necessitating the commencement of a collection route with a vehicle that is not empty (breakdown the previous day for example). Will the contractor be allowed to commence collection in such a case with approval of the Contract Monitor? No.
13. The labor force aspect of the RFP is addressed on page 24 in paragraph 3.17. What if the contractor does not need all existing City employees associated with the collection and haul of solid waste in the City in the performance of the scope of services described? Refer to page 24, paragraph 3.17.

14. Paragraph VII. , page 30 addresses the separation of collection and disposal costs.

Since the City pays disposal costs for municipal solid waste the only entry for pricing will be the collection and transportation expense. Should this language be removed from the RFP? Refer to form 4 A.

15. Does the City of Hattiesburg currently use only the PBRSWA Transfer Station for municipal solid waste disposal? Yes.

16. What is the current collection service level and monthly rate for an individual resident in the City of Hattiesburg? Do not know. The waste industry and or your companies should have standards/experience servicing a City equivalent to Hattiesburg if you plan on submitting an RFP. Refer to section 1 paragraph 1.7.17 concerning the service provider's obligation to fully inform themselves.

17. Page 35, paragraph 6.5, addresses contractor financial security. Can wording be added to allow a pro-rata reduction in the amount of required security on each contract anniversary date? No.

18. Is it correct that the locations included in Exhibit A are currently serviced with rear load dumpsters? Yes What are the sizes and service frequencies for each location? 6-8 Yards. Once Per Week. Can the contractor service the locations via front end load dumpsters? No. Refer to section 1 paragraph 1.7.17 concerning the service provider's obligation to fully inform themselves.

19. Are the 2010 collection vehicles listed in Exhibit C not leased units? If so, does the City still want a price offer? Yes

20. Is it correct to state that the contractor cannot pick up carts containing garbage and carts containing rubbish together on the same collection vehicle? Yes

21. Is the City of Hattiesburg requiring all collection vehicles to be single axle units or can tandem axle units be used? Yes for MSW collection vehicles. 40 yard Knuckle Boom trucks with tandem axle can be used for Rubbish and Bulky Waste.

22. Please provide the itemize compensation packages for each sanitation employee. The City has require the bidder to RETAIN ALL City employees (Section 3.17), to do this we will need to know wages/benefits. Sanitation budget for FY 14:

Personal Services – includes wages, overtime, benefits (retirement at 15.75%, FICA, health insurance 1,247,863; Supplies 348,486; Other Services & Charges – outside repairs, utilities, tipping fees, equipment or uniform rent, etc. 1,247,638; Capital -0-; Debt Service Trucks 310,900; Debt Service Cans 278,250; Total 3,433,137

23. We ask that the Certificate of Responsibility Number requirement be omitted from this requirement. See response to question 2.

24. Please provide the itemized tonnage of solid waste compared to rubbish in each of the last 24 months. See response to question 15.

25. Will the City add an extension provision for three additional years as allows by State law? See response to question 3.

26. Has the City issued a Cone of Silence for this procurement? Refer to the RFP concerning communication requirements and limitations.

27. During our site visit we witnessed City crews co-mingling Brown carts and Green carts, is this acceptable to the City with our bid? See response to question 9.

28. What is the current recycling participation rate for curbside recycling? What is the historic tons processed for recycling for the last 24 months? Recycling – rate the City is being charged right now is \$1.74 per unit. Past reports show an average of 65 – 75 tons per month. The contract began in January 2012. We have paid \$569,929 for

recycling since inception of the contract, and have received \$48,414 in rebates for that same period.

29. What is the City currently charged for recycling? Please provide a copy of the City's contract with Waste Pro for recycling? See response to question 27.
30. Please provide a historical accounting of recycling proceeds paid to the City by Waste Pro in each of the last 24 months? See response to question 27.
31. Can solid waste and rubbish be hauled directly to PBRSWA landfill? See RFP page 21, paragraph 3.7.
32. Where is the City currently disposing of rubbish? Some is processed through grinding at a site by the transfer station. The rest is hauled to WM. If this material is taken to the WM landfill, please provide a copy of contract and pricing per yard or ton. Coordinate with the City Clerk's office if you require a copy of City Contracts.
33. What does the City handle appliance with Freon since this is a hazardous item? Collects the appliance and coordinates with a certified source for removal if required prior to scraping. Is the hauler required to collect? See RFP, page 18, paragraph 3.3.2 a.
34. Does Exhibit B include Rubbish/Bulk tonnage? No. If not please provide. See response to question 15.
35. Please provide the historical cost in each of the last 24 months for the City's expense to dispose of rubbish/bulk at the WM landfill? Fiscal year 2012 (Oct 11 – Sept 12) was \$172,338.98.
36. Will the PBRSWA accept rubbish? No. If so, at what rates?

37. Are bidders restricted to using single axle trucks as described in Exhibit D? Refer to Exhibit D. and question 20. Are Freightliner the required chassis?
38. Could the City lease the successful vendor parking at the transfer station? That Property is owned by the Pine Belt Regional Solid Waste Management Authority. If so, at what rate? Does the City have any other unused property for lease to park equipment? No.
39. Exhibit C – please provide the Make and Model (Side-load or rear-load) of the trucks, to include the current mileage of each unit. See RFP pages 22-23, paragraph 3.8 p. Refer to section 1 paragraph 1.7.17 concerning the service provider's obligation to fully inform themselves.
40. Section 4 – K. How do we show proof of compliance with the Waste Hauler's ordinance if we are not a current service provider? If you do not currently pick up Commercial waste within the City the Ordinance is not applicable to you. Cleared checks would be a way to prove compliance along with the commercial tons collected in the City and transported to the Regional Landfill and or Transfer Station for the year's reported. Please provide copy of Ordinance? Refer to Exhibit E or coordinate with City Clerk's Office for a copy of the Ordinance.
41. Please provide a list of all government buildings to be serviced (Section 4, II. Pricing) See Exhibit A. Refer to section 1 paragraph 1.7.17 concerning the service provider's obligation to fully inform themselves.
42. Section 5.1 (B 1d) – What are we to submit if we do not possess an external quality control report? Provide 3 letters of reference from customers of similar size and scope projects that you currently service.
43. Please provide the 2013-2014 Sanitation Budget for review? See response to question 21.

44. Section 6.1 – This section says that the successful bidder has 15 days after receipt of award to present its transition plan, but the proposal requires a transition plan – please clarify? Submit with the proposal.
45. Section 6.5 – We ask that the City's performance bond requirement be modified to have an annually renewable performance bond in the annual amount of the contract. See response to question 15.
46. Is the City currently collecting solid waste twice per week? No
47. Is an offer to purchase the City's equipment a proposal requirement? Its seems that the amount of equipment listed in Exhibit C is unnecessary for a once per week collection method, can a bidder make offers for less than the number of trucks listed in Exhibit C? See RFP pages 22-23 paragraph, 3.8 p.
48. Exhibit C – When were all 26,000 carts ordered and placed into service? August 2010. Please provide a copy of the original purchase order use to acquire the 26,000 carts. \$1,298,919.00. Who is the manufacturer for the 26,000 carts? Otto Do these cart have their initial warranty that can be passed to the successful offer? Yes. Carts do have a 10 year warranty. Service Provider to coordinate with Otto for transferability.
49. What does the City charge its customers for cart repairs and delivery? Nothing other than the monthly fee for residential collection. Please provide the historical record of work orders for cart repair/replacement in each of the last 24 months. Refer to answer to question 15.

¹¹ Responses to these questions shall not relieve the proposer from fully informing themselves as required by the RFP. Historical budgetary information provided and or used in answering these questions should not be used to predict expenses, tonnages etc.



City of Hattiesburg, MS

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

Master

File Number: 2014-0937

File ID: 2014-0937

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/21/2014

Brief Title: FY 2012-2013 Dixie Boys Expenditure Report

Final Action:

Minute Book Number: MB2014-67

Title:

Acknowledge receipt of FY 2012-2013 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Notes:

Sponsors:

Enactment Date:

Attachments: 2013 Dixie Boys Expenditure Report

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0937

Title

Acknowledge receipt of FY 2012-2013 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Summary

Acknowledgement

Budget Information

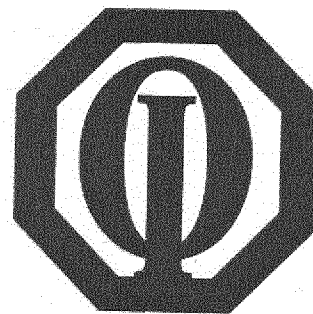
Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Optimist Club

**P.O. Box 16026
Hattiesburg, MS 39404**



**TO: DR. CLEMON TERRELL, DIRECTOR
HATTIESBURG PARKS AND RECREATION**

FROM: HATTIESBURG OPTIMIST CLUB

DATE: DECEMBER 3, 2013

**RE: HATTIESBURG DIXIE BOYS 2014 SPONSORSHIP
REQUEST AND FINANCIAL REPORT FOR 2013**

The 2013 baseball season was truly one of the most exciting seasons in the history of the Hattiesburg Optimist Club Dixie Boys Baseball Program. From a historical perspective, never had a Dixie Boys Baseball organization won both World Series titles. That is, not until our Hattiesburg Dixie Boys 13 and 14 year old All-Star Teams brought home both World Series titles to the Hub City. Both teams represented us well at their respective World Series with the 14 year old team even bringing home the Sportsmanship Award. All this speaks volumes for what our Club and our baseball program looks to accomplish year in and year out for the young people in our city. We are all about teaching the game of baseball and life lessons to all those who come through the program.

With all of this being said, we could not run this program with out the financial support of the City of Hattiesburg and it's Parks and Recreation Department. The Hattiesburg Optimist Club would like to request our yearly sponsorship of \$10,200 for the 2014 season.

Attached, you will find a detailed copy of our financial records from the 2013 season. Please know that the Hattiesburg Optimist Club is committed to providing a first class baseball program that meets the needs of all our 13 and 14 year olds who play in our program and Kamper Park/Jack Cameron Field. We look forward to another exciting season!

We can't thank you enough for your past support and we thank you and the City for your consideration of our sponsorship request for the 2014 season. Together we can continue to make a difference in the lives of our young people.


Sara Bryant
Club President


Russ Hendley
Sec't/Treasurer


Chris Bedenbaugh
League Director

HATTIESBURG DIXIE BOYS

FINANCIAL REPORT

2013 REGULAR SEASON

FINANCIAL REPORT

INCOME

City of Hattiesbur Sponsorship	\$8,200.00
Outfield Signs	\$3,800.00
Team Sponsorships	\$2,000.00
Raffle	\$1,740.00
Player Registration Fees	\$1,140.00
Concessions	\$3,695.69
	\$20,575.69

EXPENSES

Umpires/Officials/Scorekeepers	\$4,700.00
Concession Labor	\$745.00
Uniforms for players in need	\$1,203.97
League Insurance	\$524.15
Franchise Fee	\$360.00
Umpires and Scorekeepers	\$792.75
Baseball Supplies & Equipment	\$145.99
Concession Supplies	
Sunflower	\$145.99
Sam's	\$1,811.23
Coca-Cola	\$2,084.51
Peanuts (Custom Vending)	\$96.00
Dollar General	\$77.09
Wal-Mart	\$2,261.72
Home Depot	\$350.00
Bourne Bros	\$79.48
Photographer Opening Day-Tish Cooley Photography	\$201.32
Gray Builders	\$125.00
Umpire Scheduling Association	\$150.00
Pine Belt Trophy	\$402.12
Postage	\$80.00
Office Depot	\$153.49
	\$16,489.81

HATTIESBURG DIXIE BOYS

14 YEAR OLD

STATE TOURNAMENT 2013

FINANCIAL REPORT

	7/13	7/14	7/15	7/16	7/17	7/18	TOTAL
INCOME							
Gate	\$ 1,640.00	\$ 1,710.00	\$ 1,045.00	\$ 958.00	\$ 530.00	\$ 293.00	\$ 6,176.00
Programs	\$ 130.00	\$ 60.00	\$ 50.00	\$ 20.00			\$ 260.00
T-Shirts	\$ 180.00	\$ 240.00	\$ 120.00	\$ 120.00			\$ 660.00
Concessions	\$ 1,430.00	\$ 1,037.00	\$ 1,259.00	\$ 921.00	\$ 618.00	\$ 388.20	\$ 5,653.20
Totals	\$ 3,380.00	\$ 3,047.00	\$ 2,474.00	\$ 2,019.00	\$ 1,148.00	\$ 681.20	\$12,749.20
EXPENSES							
Sam's Club		\$ 233.65	\$ 101.97	\$ 147.51			\$ 483.13
WalMart					\$ 81.73		\$ 81.73
Sunflower				\$ 25.41			\$ 25.41
Coca-Cola							\$ 1,398.91
Labor	\$ 405.00	\$ 205.00	\$ 450.00	\$ 355.00	\$ 220.00	\$ 120.00	\$ 1,755.00
Umpires	\$ 475.00	\$ 475.00	\$ 380.00	\$ 285.00	\$ 190.00	\$ 150.00	\$ 1,955.00
Taylor Rental							\$ 114.40
Pennant Sports							\$ 240.98
Zags	\$ 475.00				\$ 111.00		\$ 586.00
Bourne Bros. Printing	\$ 957.65						\$ 957.65
Custom Vending-Peanuts	\$ 115.56	\$ 115.56					\$ 231.12
Dixie Boys Scholarship							\$ 400.00
Pine Belt Trophy							\$ 423.00
Play it Again Sports							
State Tournament Fee							\$ 700.00
Microtel Director's Room							\$ 327.00
All Star Patches							\$ 81.25
Team Fees							\$ 875.00
13 Yr. Old State Tournament Van rental							\$ 955.55
Totals	\$ 2,428.21	\$ 1,029.21	\$ 931.97	\$ 812.92	\$ 602.73	\$ 270.00	\$11,591.13
Net Profit							\$ 1,158.07



**HATTIESBURG OPTIMIST CLUB
DIXIE BOYS BASEBALL
FINANCIAL RECAP
2013**



INCOME

Regular Season	\$ 4,085.88
State Tournament	\$ 1,158.07
City of Hattiesburg	
All-Star Uniform Sponsorship	\$ 4,000.00
	\$ 9,243.95

EXPENSES

Play it Again Sports (All-Star Uniforms)	\$ 3,877.56
Pine Belt Trophy (All-Star Awards)	\$ 363.60
14 year old Travel Expenses	\$ 1,750.00
13 year old Travel Expenses	\$ 1,750.00
Director's Rental Car	\$ 330.00
Director's Travel Expenses	\$ 500.00
	\$ 8,571.16



City of Hattiesburg, MS

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

Master

File Number: 2014-0942

File ID: 2014-0942

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2014-67

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0942

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: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: February 25, 2014

The following request for payment is being submitted for approval during the City Council's March 4, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	CDBG
Project Site:	208 West 7 th St.
Amount Requested:	\$15,000.00
Purpose of Request:	Draw #3
Work Provided by:	Smith's Remodeling

1507-866

SMITH'S REMODELING

OWNER: JOHNNIE L. SMITH

Phone #(601)408-3588

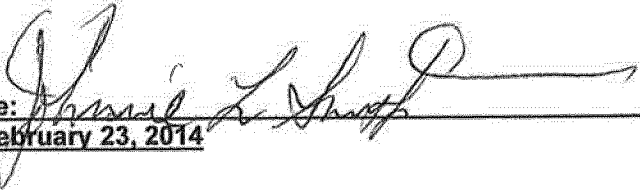
Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Ms. Tracey Ducksworth
208 West 7th St.
Hattiesburg, MS 39401

Request: 3rd draw for work done according to work write-up.
1. Hanging and finishing of sheetrock
2. Priming and painting of interior
3. Installation of a/c unit

\$15,000.00



Signature: 
Date: February 23, 2014



City of Hattiesburg, MS

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

Master

File Number: 2014-0943

File ID: 2014-0943

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2014-67

Title:

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

Notes:

Sponsors:

Enactment Date:

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

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0943

Title

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

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: February 25, 2014

The following request for payment is being submitted for approval during the City Council's March 4, 2014 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	HOME
Project Site:	122 Cypress Ave.
Amount Requested:	\$416.55
Purpose of Request:	Lead Paint Testing
Work Provided by:	Bonner Analytical

Recipient:	Bonner Analytical
Activity:	Rehabilitation
Program:	HOME
Project Site:	712 Northhill Dr.
Amount Requested:	\$416.55
Purpose of Request:	Lead Paint Testing
Work Provided by:	Bonner Analytical

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 54683

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

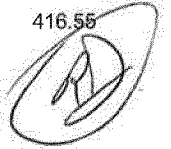
Date		Ship Via		F.O.B.		Terms	
02/11/14				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			02/11/14				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT INSPECTION PERFORMED 01-16-14 @ 122 CYPRESS STREET HATTIESBURG, MS	416.55	416.55	

Invoice subtotal

416.55

Invoice total

416.55



Thank You

02-20-14A10:00 RCVD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 54684

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
02/11/14				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			02/11/14				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT INSPECTION PERFORMED 01-16-14 @ 712 NORTH HILL DRIVE HATTIESBURG, MS	416.55	416.55	

Invoice subtotal 416.55

Invoice total 416.55



Thank You

02-20-14A09:59 RCVD



City of Hattiesburg, MS

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

Master

File Number: 2014-0951

File ID: 2014-0951

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/25/2014

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2014-67

Title:

Approve the claims docket for the period ending February 28, 2014.

Notes:

Sponsors:

Enactment Date:

Attachments: Claims DOCKET 2-28-14

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	03/04/2014					

Text of Legislative File 2014-0951

Title

Approve the claims docket for the period ending February 28, 2014.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING FEBRUARY 28, 2014								
Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
GENERAL FUND								
00001	ADVANCE AUTO PARTS	560440307245	00139782	13003175	RADIATOR U#15480 CONSTR	02/28/14	236444	191.30-
ADVANCE AUTO PARTS								
Sum								191.30-
00001	AGRI-AFC LLC	5005899	00139968	13003328	SPREADER-ICE/SNOW EVENT 2/5	02/28/14	236445	300.00-
AGRI-AFC LLC								
Sum								300.00-
00001	ALLBRITTON CHAIN SAW & L	30903	00140294	13003290	MOWER TIRES/PULL ROPES-CEM	02/28/14	236446	414.82-
ALLBRITTON CHAIN SAW & L								
Sum								414.82-
00001	AMERICAN AIR SPECIALISTS	70282	00140100	13003130	ICE MACHINE REPR CEM/FORESTRY	02/28/14	236448	184.94-
00001	AMERICAN AIR SPECIALISTS	214005-01	00139289	13003138	INSTALL HEAT PUMP HUMAN RES	02/28/14	236448	5,256.00-
AMERICAN AIR SPECIALISTS								
Sum								5,440.94-
00001	AMERICAN PLANNING ASSN (	110456-13113	00140379	13003269	2014 MBRSHIP DUES C BROWN	02/28/14	236450	235.00-
AMERICAN PLANNING ASSN (								
Sum								235.00-
00001	AMERICAN PUBLIC WORKS AS	2014 DUES-SH	00140334	13003198	2014 MBRSHIP DUES SHOEMAKE	02/28/14	236451	87.00-
AMERICAN PUBLIC WORKS AS								
Sum								87.00-
00001	AT&T	601M23940440	00020145	13003191	SERV 2/8-3/7/14 VARI DEPTS	02/28/14	236454	279.75-
AT&T								
Sum								279.75-
00001	AT&T CAPITAL SERVICES	2900272	00140418	13003310	INTERACT/COURT SOFTWARE HPD	02/28/14	236455	12,556.56-
00001	AT&T CAPITAL SERVICES	2906670	00140418	13003311	INTERACT/COURT SOFTWARE HPD	02/28/14	236455	12,556.56-
AT&T CAPITAL SERVICES								
Sum								25,113.12-
00001	AUTO ARMATURE SERVICE IN	12951	00139923	13003111	BATTERY U#16650 POLICE	02/28/14	236456	127.95-
00001	AUTO ARMATURE SERVICE IN	12953	00139926	13003132	REPR PTS U#17571 POLICE	02/28/14	236456	161.95-
00001	AUTO ARMATURE SERVICE IN	12954	00139926	13003133	REPR PTS U#17355 POLICE	02/28/14	236456	161.95-
00001	AUTO ARMATURE SERVICE IN	12955	00139926	13003134	BATTERY U#18323 POLICE	02/28/14	236456	161.95-
00001	AUTO ARMATURE SERVICE IN	13215	00140324	13003344	BATTERY U#11839 STREET	02/28/14	236456	495.80-
00001	AUTO ARMATURE SERVICE IN	13216	00140324	13003345	BATTERIES U#7870 STREET	02/28/14	236456	247.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AUTO ARMATURE SERVICE IN Sum							
00001 AUTOMOTIVE GLASS SPECIAL	I46315	00140081	13003167	GLASS REPR U#18035 STREET	02/28/14	236458	1,357.50- 95.00-
AUTOMOTIVE GLASS SPECIAL Sum							95.00-
00001 B & F TACTICAL STORE	313	00138811	13003115	UNIFORM ORDER FIRE DEPT	02/28/14	236459	26,351.59-
B & FTACTICAL STORE Sum							26,351.59-
00001 BIG IRON DIESEL REPAIR L	SO1644	00140416	13003347	REPRS U#17725 SANIT	02/28/14	236461	640.00-
BIG IRON DIESEL REPAIR L Sum							640.00-
00001 BIG STAR #519 (N MAIN ST	KESHA HICKS	02014305	13003207	MERCHANT FEE & FINE	02/28/14	236462	100.00-
BIG STAR #519 (N MAIN ST Sum							100.00-
00001 BRIDGE & WATSON INC	VOTING RIGHT	00140446	13003317	SRVS VOTING RIGHTS LITIGATION	02/28/14	236466	15,421.56-
BRIDGE& WATSON INC Sum							15,421.56-
00001 BROADWAY DRIVE TIRE	090442	00139773	13003112	TIRES POLICE STOCK	02/28/14	236467	2,453.76-
00001 BROADWAY DRIVE TIRE	090619	00140082	13003176	TIRES U#15964 SANIT	02/28/14	236467	320.70-
00001 BROADWAY DRIVE TIRE	090519	00139806	13003282	TIRES U#16239 STREET	02/28/14	236467	637.40-
BROADWAY DRIVE TIRE Sum							3,411.86-
00001 C D W GOVERNMENT	JQ37447	00139846	13003237	COMPUTER SUPP INFO TECH	02/28/14	236470	1,803.78-
00001 C D W GOVERNMENT	JQ98776	00139846	13003238	COMPUTER SUPP INFO TECH	02/28/14	236470	147.00-
00001 C D W GOVERNMENT	JR55377	00139846	13003239	COMPUTER SUPP INFO TECH	02/28/14	236470	98.00-
00001 C D W GOVERNMENT	JS16412	00139846	13003240	COMPUTER SUPP INFO TECH	02/28/14	236470	196.00-
00001 C D W GOVERNMENT	JS75337	00139846	13003241	COMPUTER SUPP INFO TECH	02/28/14	236470	294.00-
00001 C D W GOVERNMENT	JV14085	00139846	13003242	COMPUTER SUPP INFO TECH	02/28/14	236470	49.00-
C D WGOVERNMENT Sum							2,587.78-
00001 C SPIRE WIRELESS (CELLUL	1/23/14-2/22	02014318	13003335	CELL SERV 2/14 VARI DEPTS	02/28/14	236471	7,349.95-
C SPIRE WIRELESS (CELLUL Sum							7,349.95-
00001 CANON FINANCIAL SERVICES	13536727	00140358	13003209	COPIER RENT 2/14 PURCHASING	02/28/14	236473	115.00-
CANONFINANCIAL SERVICES Sum							115.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							
00001 D J SHUTTLE & TOUR SERVI	1560	00140187	13003109	TRANS-MYLC-YTH SUMMIT COLUMBS	02/28/14	236489	2,039.20- 920.00-
D J SHUTTLE & TOUR SERVI							
Sum							920.00-
00001 DAKTECH COMPUTERS	INV0310211	00139907	13003340	COMPUTER FOR GIS DEPT	02/28/14	236490	1,715.00-
DAKTECH COMPUTERS							
Sum							1,715.00-
00001 DAVIS VETERINARY HOSPITA	112940	00140363	13003218	HEARTGUARD-OTTER POLICE K-9	02/28/14	236491	47.50-
00001 DAVIS VETERINARY HOSPITA	112661	00140363	13003219	SERVS POLICE K-9 AND DOG FOOD	02/28/14	236491	924.60-
00001 DAVIS VETERINARY HOSPITA	113061	00140363	13003220	SERVS BOOMER POLICE K-9	02/28/14	236491	16.10-
00001 DAVIS VETERINARY HOSPITA	113091	00140363	13003221	SERVS BOOMER/OTTER POLICE K-9	02/28/14	236491	122.80-
DAVISVETERINARY HOSPITA							
Sum							1,111.00-
00001 DEEP SOUTH INST TRANSP E	2014 DUES TH	00140252	13003162	2014 DUES THOMPSON	02/28/14	236493	25.00-
DEEP SOUTH INST TRANSP E							
Sum							25.00-
00001 DELGADO, DEBORAH DENARD	TRAVEL ADVAN	00140394	13003264	TRAV ADV NLC CONF WASHINGTON	02/28/14	236494	1,328.00-
DELGADO, DEBORAH DENARD							
Sum							1,328.00-
00001 DUNAGIN PEST CONTROL(PRE	8787200	00140265	13003172	YEARLY TERMITE TRTMT GO&FS	02/28/14	236498	295.00-
DUNAGIN PEST CONTROL(PRE							
Sum							295.00-
00001 DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00140221	13003108	EXPNS NATL TORNADO SUMMIT	02/28/14	236499	119.12-
DUPREE, JOHNNY MAYOR							
Sum							119.12-
00001 ECONOMY SUPPLY CO	207169	00140032	13003118	AUGER BITS/EXTN CORDS TRAFFIC	02/28/14	236500	197.70-
00001 ECONOMY SUPPLY CO	207763	00140344	13003321	DOOR LOCKS #7 FIRE STA	02/28/14	236500	171.88-
00001 ECONOMY SUPPLY CO	207361	00140237	13003326	SPRAY GLUE-BARRICADES-TRAFFIC	02/28/14	236500	77.70-
ECONOMY SUPPLY CO							
Sum							447.28-
00001 EMERGENCY EQUIPMENT PROF	409288	00139613	13003116	HOSE TESTING EQUIP FIRE DEPT	02/28/14	236502	3,307.03-
00001 EMERGENCY EQUIPMENT PROF	409172	00139819	13003197	REPR PTS ENGINE 2 FIRE DEPT	02/28/14	236502	1,798.52-
00001 EMERGENCY EQUIPMENT PROF	409398	00140183	13003322	REPR PTS U#18098 FIRE DEPT	02/28/14	236502	179.72-
EMERGENCY EQUIPMENT PROF							
Sum							5,285.27-
00001 ESTABROOK MOTOR CO	76938	00137062	13003352	2014 CARGO VAN U#19553 CONSTR	02/28/14	236503	18,403.00-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
ESTABROOK MOTOR CO								
Sum								18,403.00-
00001	FEDERAL EXPRESS	2-556-67272	00140369	13003277	SERV 1/31/14 FIRE DEPT	02/28/14	236505	54.80-
00001	FEDERAL EXPRESS	2-556-67272(	00140369	13003278	SERVS 2/6-7/14 ENGR DEPT	02/28/14	236505	35.87-
FEDERAL EXPRESS								
Sum								90.67-
00001	FERGUSON ENTERPRISES INC	1225281	00140102	13003149	URINAL DETECTIVES RESTROOM	02/28/14	236506	78.66-
FERGUSON ENTERPRISES INC								
Sum								78.66-
00001	FUELMAN OF MS	BG120744 NP4	00140364	13003217	FUEL CHGS 2/3-9/14 POLICE	02/28/14	236508	87.00-
FUELMAN OF MS								
Sum								87.00-
00001	G & K SERVICES	1035461705	00140473	13003348	UNIFORMS/MOP 2/04 ENGR	02/28/14	236510	8.82-
00001	G & K SERVICES	1035463831	00140473	13003349	UNIFORMS/MOP 2/11 ENGR	02/28/14	236510	8.82-
00001	G & K SERVICES	1035465965	00140473	13003350	UNIFORMS/MOP 2/18 ENGR	02/28/14	236510	8.82-
00001	G & K SERVICES	1035468108	00140473	13003351	UNIFORMS/MOP 2/25 ENGR	02/28/14	236510	8.82-
G & KSERVICES								
Sum								35.28-
00001	GALL'S INC	001456128	00139301	13003144	WHISTLES RECRUIT CLASS #31	02/28/14	236511	146.72-
00001	GALL'S INC	001578040	00139301	13003145	TRAFFIC VESTS RECRUIT CLS #31	02/28/14	236511	497.92-
GALL'SINC								
Sum								644.64-
00001	GARNER LUMLEY ELECTRIC S	496555	00139535	13003117	ELEC SUPP #2 FIRE STA	02/28/14	236512	284.83-
00001	GARNER LUMLEY ELECTRIC S	496985	00140220	13003148	ELEC SUPP 911 SYS INFO TECH	02/28/14	236512	31.70-
GARNERLUMLEY ELECTRIC S								
Sum								316.53-
00001	GILKEY ELECTRIC SUPPLY C	253488	00138600	13003201	STREET LIGHT REPLACEMENTS	02/28/14	236514	7,092.00-
GILKEYELECTRIC SUPPLY C								
Sum								7,092.00-
00001	GILLILANDS ELECTRONICS S	56609	00140105	13003171	MOVE SECURITY MONITOR GO&FS	02/28/14	236515	375.00-
00001	GILLILANDS ELECTRONICS S	55823	00140353	13003210	ADD/MOVE FAX LINE HUMAN RES	02/28/14	236515	70.00-
00001	GILLILANDS ELECTRONICS S	55824	00140353	13003211	REPR PHONE OUTLET PURCHASING	02/28/14	236515	70.00-
00001	GILLILANDS ELECTRONICS S	56211	00140353	13003212	CAT 5 OUTLET #7 FIRE STA	02/28/14	236515	281.52-
00001	GILLILANDS ELECTRONICS S	56347	00140353	13003213	PANIC BUTTON BATTERIES-MAYOR	02/28/14	236515	76.95-
00001	GILLILANDS ELECTRONICS S	56370	00140353	13003214	PHONE SERV REPR CEMETERY	02/28/14	236515	70.00-
00001	GILLILANDS ELECTRONICS S	56362	00140353	13003215	CAT 5 DROP TIME CLOCK SANIT	02/28/14	236515	70.00-
00001	GILLILANDS ELECTRONICS S	56418	00140353	13003216	INSTALL CAMERA POLICE DEPT	02/28/14	236515	756.05-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	GILLILANDS ELECTRONICS S	56419	00140355	13003249	DOOR CODE CHANGES GO&FS	02/28/14	236515	329.57-
00001	GILLILANDS ELECTRONICS S	56543	00140357	13003284	CHECK CAMERAS PUBLIC WORKS	02/28/14	236515	70.00-
00001	GILLILANDS ELECTRONICS S	56633	00140467	13003329	FAX HOOKUP-BEECH-GO&FS	02/28/14	236515	83.85-
GILLILANDS ELECTRONICS S Sum								2,252.94-
00001	GLADDEN LAW OFFICE PLLC	10355	00140468	13003312	SRV LIGHTHOUSE RESCUE MISSION	02/28/14	236516	1,184.25-
00001	GLADDEN LAW OFFICE PLLC	10354	00140468	13003313	SRVS PEARSON'S FIREWORKS	02/28/14	236516	2,531.43-
00001	GLADDEN LAW OFFICE PLLC	10357	00140468	13003314	SRVS PEDDLERS/SOLICITORS ORD	02/28/14	236516	465.25-
00001	GLADDEN LAW OFFICE PLLC	10356	00140468	13003315	SRVS MARK VS CITY	02/28/14	236516	119.00-
GLADDEN LAW OFFICE PLLC Sum								4,299.93-
00001	H'BURG CYCLES INC	1673946	00139954	13003129	REPR PTS U#9125 CEMETERY	02/28/14	236521	48.44-
H'BURGCYCLES INC Sum								48.44-
00001	H'BURG DOWNTOWN ASSN	2014 CONTRIB	02014316	13003301	COUNCIL APPROVED CONTRIB	02/28/14	236522	30,000.00-
H'BURGDOWNTOWN ASSN Sum								30,000.00-
00001	H'BURG HYDRAULICS INC	54554	00139807	13003286	REPR PTS U#17726 SANIT	02/28/14	236523	212.94-
H'BURGHYDRAULICS INC Sum								212.94-
00001	HALLS WELDING SERVICE	28677	00140343	13003346	REPRS U#15892 STREET	02/28/14	236525	225.00-
HALLSWELDING SERVICE Sum								225.00-
00001	HANCOCK BANK TRUST & FIN	02/24/14 DUE	02014315	13003262	MDB 2001 BONDS 12/22/08	02/24/14	18853	2,081.21-
HANCOCK BANK TRUST & FIN Sum								2,081.21-
00001	HANSON PIPE & PRECAST IN	11040523	00140216	13003122	STORM DRAIN REPR BAY STREET	02/28/14	236526	285.00-
HANSONPIPE & PRECAST IN Sum								285.00-
00001	HARVEY, ROBERT G	PETTY CASH 1	00140444	13003333	PETTY CASH CEMETERY/FORESTRY	02/28/14	236528	197.67-
HARVEY, ROBERT G Sum								197.67-
00001	HENRY'S, TOM BOOKSTORE	182977	00139914	13003174	2014 ELEC CODE BOOKS CONSTR	02/28/14	236530	461.00-
HENRY'S, TOM BOOKSTORE Sum								461.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	HENSLEY R LEE CONTRACTIN	APPL #2	00140441	13003330	SRVS 12/27-1/30/14 PRIEST CRK	02/28/14	236531	150,468.00-
HENSLEY R LEE CONTRACTIN								
Sum								
00001	HILL, LEROY COFFEE CO IN	15960	00140453	13003308	COFFEE SERV M/ADM	02/28/14	236532	182.53-
HILL, LEROY COFFEE CO IN								
Sum								
00001	HOME DEPOT	3040909	00139970	13003281	SALT FOR WINTER STORM	02/28/14	236533	402.57-
00001	HOME DEPOT	8124308	00139866	13003283	SPECIAL DOOR LOCK GO&FS	02/28/14	236533	35.92-
00001	HOME DEPOT	8971772	00139866	13003291	SPECIAL DOOR LOCK GO&FS	02/28/14	236533	35.92-
00001	HOME DEPOT	4971816	00139866	13003292	CREDIT	02/28/14	236533	35.92
HOME DEPOT								
Sum								
00001	HOOK-FAST SPECIALTIES IN	283546	00139949	13003320	FIREFIGHTERS NAME TAGS	02/28/14	236534	35.84-
HOOK-FAST SPECIALTIES IN								
Sum								
00001	INDOFF INC	2492186	00140045	13003151	OFFICE SUPP P/F ACADEMY	02/28/14	236535	319.45-
00001	INDOFF INC	2412181	00140037	13003154	OFFICE SUPP FIRE ADM	02/28/14	236535	128.71-
00001	INDOFF INC	2408547	00139906	13003163	OFFICE SUPP HEALTH DIVISION	02/28/14	236535	64.99-
00001	INDOFF INC	2409370	00139906	13003164	OFFICE SUPP PUBLIC WORKS	02/28/14	236535	71.98-
00001	INDOFF INC	2412047	00139266	13003187	CREDIT FIRE DEPT	02/28/14	236535	12.53
INDOFFINC								
Sum								
00001	INTOXIMETERS	458065	00140031	13003147	INTOXILIZER MOUTHPIECES	02/28/14	236537	572.60-
INTOXIMETERS								
Sum								
00001	IRBY, STUART C CO	S008098138.0	00139879	13003170	ELEC SUPP ENGR DEPT LIGHTS	02/28/14	236538	133.92-
00001	IRBY, STUART C CO	S008107257.0	00139992	13003288	ELEC SUPP S HILL CEM RESTROOM	02/28/14	236538	66.31-
IRBY,STUART C CO								
Sum								
00001	JACKSON, ROOSEVELT III	9962799	00140260	13003279	PAINT RESTROOM #2 FIRE STA	02/28/14	236539	200.23-
JACKSON, ROOSEVELT III								
Sum								
00001	JACKSON, STACY A	TRAVEL ADVAN	00140474	13003342	TRAV ADV-MACE CONF GREENWOOD	02/28/14	236540	1,265.00-
JACKSON, STACY A								
Sum								
00001	JET CONSTRUCTION	1773	00139825	13003246	ROAD BED TOPPING VARI LOC	02/28/14	236541	221.32-
JET CONSTRUCTION								
Sum								
00001	JET CONSTRUCTION	1773	00139825	13003246	ROAD BED TOPPING VARI LOC	02/28/14	236541	1,050.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	JET CONSTRUCTION	1774	00139828	13003247	CLAY GRAVEL VARI LOC	02/28/14	236541	2,300.00-
	JET CONSTRUCTION							
	Sum							3,350.00-
00001	JOHNNY'S WRECKER SERVICE	22711	00139919	13003179	TOWING U#17723 SANIT	02/28/14	236542	250.00-
	JOHNNY'S WRECKER SERVICE							
	Sum							250.00-
00001	KENTWOOD SPRINGWATER	785059	00140201	13003114	DRINKING WATER POLICE DEPT	02/28/14	236547	154.35-
	KENTWOOD SPRINGWATER							
	Sum							154.35-
00001	KRONOS INCORPORATED	10830347	00132169	13003293	TIME CLOCK SOFTWARE INFO TECH	02/28/14	236552	23,324.00-
	KRONOSINCORPORATED							
	Sum							23,324.00-
00001	MESSER, STEPHANIE (REFUN	DAMAGE DEP R	02014319	13003336	DAMAGE DEPOSIT REFUND	02/28/14	236556	500.00-
	MESSER, STEPHANIE (REFUN							
	Sum							500.00-
00001	MID SOUTH UNIFORM & SUPP	510452	00139661	13003196	SILVER P BUTTONS POLICE CAPS	02/28/14	236557	30.00-
	MID SOUTH UNIFORM & SUPP							
	Sum							30.00-
00001	MINGLEDORFF'S INC	5159881-00	00140097	13003318	A/C COMPRESSOR-MCLEMORE-HPD	02/28/14	236560	332.00-
	MINGLEDORFF'S INC							
	Sum							332.00-
00001	MISSISSIPPI LTAP CENTER	REG-SHOEMAKE	00140361	13003232	REG-SHOEMAKE MUTCD WORKSHOP	02/28/14	236562	25.00-
00001	MISSISSIPPI LTAP CENTER	REG-THOMPSON	00140361	13003233	REG-THOMPSON-MUTCD WORKSHOP	02/28/14	236562	25.00-
00001	MISSISSIPPI LTAP CENTER	REG-ELLENBUR	00140361	13003234	REG-ELLENBURG-MUTCD WORKSHOP	02/28/14	236562	25.00-
	MISSISSIPPI LTAP CENTER							
	Sum							75.00-
00001	MITCHELL TOOL SALES & SE	89265	00140302	13003250	HAND TOOLS U#19101 CONSTR	02/28/14	236563	300.95-
	MITCHELL TOOL SALES & SE							
	Sum							300.95-
00001	MOTOROLA CUSTOMER CONNEC	13998478	00139714	13003113	RADIO REPR PT U#19449 DUPREE	02/28/14	236565	289.00-
	MOTOROLA CUSTOMER CONNEC							
	Sum							289.00-
00001	MS ASSN OF GANG INVESTIG	MBRSHIP DUES-	00140365	13003224	NEW MEMBERSHIP DUES-KENNEDY	02/28/14	236566	25.00-
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-MI	00140365	13003225	DUES RNWL-MILLER	02/28/14	236566	25.00-
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-HA	00140365	13003226	DUES RNWL-HARRIS	02/28/14	236566	25.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-TA	00140365	13003227	DUES RNWL-TAPLIN	02/28/14	236566	25.00-
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-CL	00140365	13003228	DUES RNWL-CLINTON	02/28/14	236566	25.00-
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-SM	00140365	13003229	DUES RNWL SMITH	02/28/14	236566	25.00-
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-JA	00140365	13003230	DUES RNWL-JACKSON	02/28/14	236566	25.00-
00001	MS ASSN OF GANG INVESTIG	DUES RNWL-MC	00140365	13003231	DUES RNWL-MCSWAIN	02/28/14	236566	25.00-
MS ASSN OF GANG INVESTIG								
Sum								200.00-
00001	MS DEPT OF INFORMATION T	IN 601 COH19	02014321	13003334	LONG DIST 2/14 VARI DEPTS	02/28/14	236567	13,590.43-
MS DEPT OF INFORMATION T								
Sum								13,590.43-
00001	MS ECONOMIC COUNCIL	111502	00140339	13003192	ANNUAL MBRSHIP DUES DUPREE	02/28/14	236568	300.00-
MS ECONOMIC COUNCIL								
Sum								300.00-
00001	MS ECONOMIC DEVELOPMENT	DUES DUPREE	00140356	13003208	MBRSHIP DUES DUPREE 1/14-1/15	02/28/14	236569	185.00-
MS ECONOMIC DEVELOPMENT								
Sum								185.00-
00001	MS FIRE & SAFETY OF HBUR	39722	00140340	13003193	FIRE EXTNGR CITY HALL BASEMNT	02/28/14	236570	49.00-
MS FIRE & SAFETY OF HBUR								
Sum								49.00-
00001	MS GRASS NURSERY	25174	00138953	13003181	GRASS SOD FOR CEMETERY GRAVES	02/28/14	236571	95.00-
00001	MS GRASS NURSERY	25197	00138953	13003182	GRASS SOD FOR CEMETERY GRAVES	02/28/14	236571	95.00-
00001	MS GRASS NURSERY	25202	00138953	13003183	GRASS SOD FOR CEMETERY GRAVES	02/28/14	236571	95.00-
00001	MS GRASS NURSERY	25203	00138953	13003184	GRASS SOD FOR CEMETERY GRAVES	02/28/14	236571	95.00-
00001	MS GRASS NURSERY	25219	00138953	13003185	GRASS SOD FOR CEMETERY GRAVES	02/28/14	236571	95.00-
MS GRASS NURSERY								
Sum								475.00-
00001	MS MUNICIPAL LEAGUE	20161	00140218	13003110	REG-MYLC YTH SUMMIT 2/28-3/1	02/28/14	236572	240.00-
MS MUNICIPAL LEAGUE								
Sum								240.00-
00001	MS MUNICIPAL LIABILITY P	2/9/14	00140480	13003341	LIABILITY COVERAGE 1/14-12/14	02/28/14	236573	221,737.00-
MS MUNICIPAL LIABILITY P								
Sum								221,737.00-
00001	MS MUNICIPAL WORKERS' CO	5245	00140476	13003339	3RD INSTALMNT FY 10/13-9/14	02/28/14	236574	258,616.00-
MS MUNICIPAL WORKERS' CO								
Sum								258,616.00-
00001	MS POWER COMPANY	2/14 GENERAL	00201410	13003338	MNTHLY ELEC-GENERAL	02/28/14	236575	110,712.44-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MS POWER COMPANY							
Sum							110,712.44-
00001 MS STATE DEVELOPMENT AUT	GRANT #R-103	02014300	13003235	HCL LEVERAGE LENDER LLC	02/21/14	18551	10,117.67-
MS STATE DEVELOPMENT AUT							
Sum							10,117.67-
00001 MS STATE/SECRETARY OF ST	47885 GRINDL	00140366	13003222	NOTARY RNWL-GRINDLE-POLICE	02/28/14	236576	25.00-
MS STATE/SECRETARY OF ST							
Sum							25.00-
00001 N & H ELECTRONIC DISTRIB	126761	00139707	13003146	EQUIP BATTERIES POLICE DEPT	02/28/14	236577	349.92-
N & HELECTRONIC DISTRIB							
Sum							349.92-
00001 NAPA AUTO PARTS	501769	00139855	13003155	REPR PTS U#17838 FIRE DEPT	02/28/14	236578	313.12-
00001 NAPA AUTO PARTS	502027	00139993	13003156	REPR PTS U#9746 RESCUE TOOLS	02/28/14	236578	368.85-
00001 NAPA AUTO PARTS	502470	00140254	13003157	MAINT SUPP U#17838 FIRE DEPT	02/28/14	236578	65.94-
00001 NAPA AUTO PARTS	502071	00140011	13003165	AIR COMPRESSOR PUBLIC WORKS	02/28/14	236578	2,700.00-
00001 NAPA AUTO PARTS	502316	00140148	13003166	REPR PTS U#8877 SHOP SUPP	02/28/14	236578	60.55-
00001 NAPA AUTO PARTS	501674	00139808	13003287	REPR PTS SANIT STOCK	02/28/14	236578	21.84-
NAPA AUTO PARTS							
Sum							3,530.30-
00001 NEWELL PAPER COMPANY	807064	00140083	13003142	JANIT SUPP POLICE DEPT	02/28/14	236580	911.70-
00001 NEWELL PAPER COMPANY	807080	00140106	13003143	FLOOR CLEAN SUPP POLICE DEPT	02/28/14	236580	275.38-
NEWELLPAPER COMPANY							
Sum							1,187.08-
00001 NORFOLK SOUTHERN CORP	90118519	00140320	13003205	LEASE 2/14-2/15 RR ST PK LOT	02/28/14	236581	100.00-
NORFOLK SOUTHERN CORP							
Sum							100.00-
00001 NORTHERN TOOL & EQUIP CO	30075485	00140003	13003120	TAILGATE SPREADERS 1/28,2/6	02/28/14	236582	2,195.08-
NORTHERN TOOL & EQUIP CO							
Sum							2,195.08-
00001 OFFICE DEPOT INC	697749280001	00139902	13003139	COMPUTER SUPP MPO DEPT	02/28/14	236584	352.86-
00001 OFFICE DEPOT INC	697748947001	00139910	13003140	OFFICE CHAIR MPO DEPT	02/28/14	236584	191.09-
00001 OFFICE DEPOT INC	1657065622	00140074	13003188	OFFICE SUPP LAND CODE DEPT	02/28/14	236584	271.95-
00001 OFFICE DEPOT INC	1657065623	00140074	13003189	OFFICE SUPP LAND CODE DEPT	02/28/14	236584	119.98-
00001 OFFICE DEPOT INC	697330437001	00139480	13003190	CREDIT PUBLIC WORKS DEPT	02/28/14	236584	21.80
00001 OFFICE DEPOT INC	699807890001	00140021	13003265	OFFICE SUPP PLANNING DEPT	02/28/14	236584	143.85-
00001 OFFICE DEPOT INC	699807891001	00140021	13003266	OFFICE SUPP PLANNING DEPT	02/28/14	236584	8.99-
00001 OFFICE DEPOT INC	699807892001	00140021	13003267	OFFICE SUPP PLANNING DEPT	02/28/14	236584	49.99-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001	OFFICE DEPOT INC	1658206145	00140249	13003271	PORTABLE FILE-DAVIS OFFICE	02/28/14	236584	68.75-
	OFFICEDEPOT INC							
	Sum							1,185.66-
00001	OVERHEAD DOOR CO OF HBUR	65887	00140299	13003243	BAY DOOR REPR #1 FIRE STA	02/28/14	236585	142.00-
00001	OVERHEAD DOOR CO OF HBUR	65720	00139952	13003323	BAY DOOR REPR #3 FIRE STA	02/28/14	236585	735.00-
	OVERHEAD DOOR CO OF HBUR							
	Sum							877.00-
00001	PAWN SHOP PLUS, THE	PO#139305 2/	00139305	13003270	SPRAY CASES RECRUIT CLASS #31	02/28/14	236589	525.00-
	PAWN SHOP PLUS, THE							
	Sum							525.00-
00001	PEANUTS TOWING SERVICE	65633	00140360	13003223	TOWING U#16754 POLICE	02/28/14	236590	75.00-
00001	PEANUTS TOWING SERVICE	65747	00140429	13003319	WINCH OUT U#16756 POLICE	02/28/14	236590	75.00-
	PEANUTS TOWING SERVICE							
	Sum							150.00-
00001	PEARL RIVER VALLEY EPA (	2/14 GENERAL	00201410	13003337	MNTHLY 2/14 PUBLIC SERVICES	02/28/14	236591	1,342.59-
	PEARLRIVER VALLEY EPA (							
	Sum							1,342.59-
00001	PERFORMANCE RESCUE	282	00139909	13003272	FIRE RESCUE GEAR	02/28/14	236592	795.00-
	PERFORMANCE RESCUE							
	Sum							795.00-
00001	PINE BELT OIL COMPANY IN	1017744	00140263	13003306	WEEKLY GAS,DIESEL PUB WORKS	02/28/14	236593	25,317.31-
00001	PINE BELT OIL COMPANY IN	1009096	00140414	13003353	WEEKLY GAS/DIESEL PUB WORKS	02/28/14	236593	23,922.72-
	PINE BELT OIL COMPANY IN							
	Sum							49,240.03-
00001	PINE BELT REGIONAL SOLID	100006 1/14	00140321	13003251	REFUSE DISPOSAL 1/14 SANIT	02/28/14	236594	35,620.85-
	PINE BELT REGIONAL SOLID							
	Sum							35,620.85-
00001	PRO TRAVEL INC	US/EFG224 DE	00140255	13003137	DELGADO NLC CONF 3/6-8 WSNGTN	02/28/14	236597	496.00-
	PRO TRAVEL INC							
	Sum							496.00-
00001	PYLE, MILLS & DYE PA	1292-0007M 2	00140445	13003316	SRVS FAIRLEY VS CITY	02/28/14	236599	13,870.91-
	PYLE,MILLS & DYE PA							
	Sum							13,870.91-
00001	QUINN, WILEY	TRAVEL ADVAN	00140477	13003343	TRAV ADV-MACE CONF GREENWOOD	02/28/14	236600	221.32-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
QUINN,WILEY							
Sum							221.32-
00001 RAY ALLEN MANUFACTURING	300794-4	00139105	13003186	K-9 SUPPLIES POLICE DEPT	02/28/14	236601	12.99-
RAY ALLEN MANUFACTURING							
Sum							12.99-
00001 RJ YOUNG COMPANY	INV246483	00140359	13003248	COPIER MNT 2/14-2/15 P/WORKS	02/28/14	236603	686.38-
RJ YOUNG COMPANY							
Sum							686.38-
00001 RODCO, LLC	10084	00140464	13003324	PLAN REVIEW WHISPERING PINES	02/28/14	236607	1,500.00-
00001 RODCO, LLC	10074	00140466	13003325	PLAN REVIEW WHISPERING PINES	02/28/14	236607	2,500.00-
RODCO,LLC							
Sum							4,000.00-
00001 SCOTTS HYDRAULIC SERVICE	17249	00140141	13003121	REPRS U#15892 STREET	02/28/14	236608	577.85-
SCOTTSHYDRAULIC SERVICE							
Sum							577.85-
00001 SHOEMAKE, SHANNON	PETTY CASH 2	00140402	13003327	PETTY CASH TRAFFIC/CONSTR	02/28/14	236610	255.60-
SHOEMAKE, SHANNON							
Sum							255.60-
00001 SMARTDRAW SOFTWARE LLC	494152	00140289	13003159	FIRE INSP SOFTWARE-DAVIS	02/28/14	236611	49.95-
SMARTDRAW SOFTWARE LLC							
Sum							49.95-
00001 SMITH, JIM SERVICES	819168	00140393	13003268	A/C REPR PTS CITY HALL	02/28/14	236613	501.00-
SMITH,JIM SERVICES							
Sum							501.00-
00001 SOLAR SUPPLY INC	3452427	00139794	13003289	HEATER PTS HILND CEM SHOP	02/28/14	236615	111.25-
SOLARSUPPLY INC							
Sum							111.25-
00001 SOUTHERN BEVERAGE (BAD C	DANIEL WALLE	02014305	13003206	MERCHANT FEE & FINE	02/28/14	236617	50.00-
SOUTHERN BEVERAGE (BAD C							
Sum							50.00-
00001 SOUTHERN FIRE & SPRINKLE	09-5062	00140371	13003280	SPRINKLER SYS INSP VARI FIRE	02/28/14	236618	600.00-
SOUTHERN FIRE & SPRINKLE							
Sum							600.00-
00001 SOUTHERN PINE ELECTRIC P	2/14 GENERAL	00201410	13003303	MNTHLY 2/14 PUBLIC SERVICES	02/28/14	236619	64.19-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN PINE ELECTRIC P							
Sum							64.19-
00001 SPECIALTY SERVICES LLC	PO#139956 2/	00139956	13003194	CANOPY REPR TRAIN DEPOT	02/28/14	236621	2,250.00-
SPECIALTY SERVICES LLC							
Sum							2,250.00-
00001 STANDARD OFFICE SUPPLY C	0041325-001	00139746	13003195	RPLCMNT CHAIRS DISPATCH OFFC	02/28/14	236623	1,345.00-
00001 STANDARD OFFICE SUPPLY C	0041270-001	00139740	13003236	OFFICE SUPP MUN COURT	02/28/14	236623	854.64-
STANDARD OFFICE SUPPLY C							
Sum							2,199.64-
00001 STATE FIRE ACADEMY	21578 EATION	00140285	13003152	REG-EATION 1/27-30 RESCUE CLS	02/28/14	236624	68.00-
00001 STATE FIRE ACADEMY	21578 SIMS	00140285	13003153	REG-SIMS 1/27-30 RESCUE CLS	02/28/14	236624	68.00-
STATEFIRE ACADEMY							
Sum							136.00-
00001 STUDIO WEST HAIR SALON (	PRIVILEGE TA	02014311	13003302	PRIVILEGE TAX REFUND	02/28/14	236625	4.00-
STUDIOWEST HAIR SALON (							
Sum							4.00-
00001 SUNBELT FIRE INC	83304	00139488	13003273	REPR PTS U#15064 FIRE DEPT	02/28/14	236626	79.31-
00001 SUNBELT FIRE INC	83373	00139488	13003274	REPR PTS U#15064 FIRE DEPT	02/28/14	236626	1,343.74-
SUNBELT FIRE INC							
Sum							1,423.05-
00001 THORNTON, BENJAMIN	SERVS 2/24/1	00140454	13003307	INTERPRETER SRV 2/24 TRUJILLO	02/28/14	236631	50.00-
THORNTON, BENJAMIN							
Sum							50.00-
00001 TRUCKPRO INC	039-0546777	00140144	13003124	REPR PTS U#17730,17731 SANIT	02/28/14	236632	908.15-
TRUCKPRO INC							
Sum							908.15-
00001 TYLER TECHNOLOGIES INC	025-81964	00140408	13003309	2014 ENERGOV MAINT LAND CODE	02/28/14	236633	9,703.20-
TYLERTECHNOLGIES INC							
Sum							9,703.20-
00001 VARDAMAN BUICK COMPANY	BUCB75000	00139564	13003150	REFINISH BUMPER	02/28/14	236637	387.00-
VARDAMAN BUICK COMPANY							
Sum							387.00-
00001 WAL-MART STORES INC	009878	00139574	13003253	CANDY FOR PARADE M/ADM	02/28/14	236640	45.47-
00001 WAL-MART STORES INC	003694	00139885	13003254	BLACK HISTORY KICKOFF SUPP	02/28/14	236640	53.47-
00001 WAL-MART STORES INC	005129	00139454	13003255	EQUIP BATTERIES RISK MGMT	02/28/14	236640	98.73-
00001 WAL-MART STORES INC	006969	00139708	13003256	WATER/GATORADE/COKE-POL ADM	02/28/14	236640	180.30-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							83.00-
Sum							2,160,499.72-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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PARKS& RECREATION FUND								
00002	A & R FARM AND GARDEN	269543	00140276	13000788	PAPER STICKS GRNDS MAINT	02/28/14	236442	195.00-
00002	A & R FARM AND GARDEN	268397	00140383	13000814	ACTION HOES GRNDS MAINT	02/28/14	236442	64.35-
00002	A & R FARM AND GARDEN	269028	00140395	13000815	LITTER GITTERS GRNDS MAINT	02/28/14	236442	312.00-
A & RFARM AND GARDEN								
Sum								571.35-
00002	ADAMS NURSERY	096170	00140300	13000795	FERTILIZER GRNDS MAINT	02/28/14	236443	45.80-
ADAMSNURSERY								
Sum								45.80-
00002	AGRI-AFC LLC	1211	00140198	13000764	GRASS SEED CITY WIDE USE	02/28/14	236445	86.00-
AGRI-AFC LLC								
Sum								86.00-
00002	ARMSTRONG, JAMES	SPORTS SERVS	02014323	13000840	SPORTS SUPPORT SERVICES	02/28/14	236453	168.00-
ARMSTRONG, JAMES								
Sum								168.00-
00002	AUTO ARMATURE SERVICE IN	12984	00140085	13000765	STARTER U#6111 GRNDS MAINT	02/28/14	236456	79.95-
00002	AUTO ARMATURE SERVICE IN	12952	00139926	13000771	STARTER U#8937 GRNDS MAINT	02/28/14	236456	99.95-
00002	AUTO ARMATURE SERVICE IN	12674	00139755	13000789	BATTERY U#13264 GRNDS MAINT	02/28/14	236456	101.95-
00002	AUTO ARMATURE SERVICE IN	13179	00140278	13000797	BATTERY U#14127 GRNDS MAINT	02/28/14	236456	109.95-
00002	AUTO ARMATURE SERVICE IN	13303	00140374	13000803	BATTERY GRNDS MAINT GATOR	02/28/14	236456	54.95-
AUTO ARMATURE SERVICE IN								
Sum								446.75-
00002	AUTO ZONE	0139811330	00140089	13000855	REPR PTS U#11214 GRNDS MAINT	02/28/14	236457	68.26-
AUTO ZONE								
Sum								68.26-
00002	BETTS, SHERMAN	OFFICIAL 2/1	02014322	13000825	OFFICIAL-ADULT BASKETBALL	02/28/14	236460	530.00-
BETTS,SHERMAN								
Sum								530.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0126331	00140202	13000773	REPRS U#17997 GRNDS MAINT	02/28/14	236464	20.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0126329	00140204	13000774	REPRS U#15517 GRNDS MAINT	02/28/14	236464	48.93-
00002	BRACKMAN MOWER WAREHOUSE	IN0126328	00140205	13000775	REPRS U#16975 GRNDS MAINT	02/28/14	236464	43.74-
00002	BRACKMAN MOWER WAREHOUSE	IN0126332	00140211	13000776	REPR VARI CHAINSAWS	02/28/14	236464	333.96-
00002	BRACKMAN MOWER WAREHOUSE	0126333	00140212	13000777	REPRS U#17614 & LAWN MOWER	02/28/14	236464	131.16-
00002	BRACKMAN MOWER WAREHOUSE	IN0126327	00140222	13000778	REPRS U#17561 GRNDS MAINT	02/28/14	236464	79.95-
00002	BRACKMAN MOWER WAREHOUSE	IN0126339	00140242	13000779	REPRS U#14980 GRNDS MAINT	02/28/14	236464	529.54-
00002	BRACKMAN MOWER WAREHOUSE	IN0126340	00140243	13000780	REPRS U#16979 GRNDS MAINT	02/28/14	236464	1,294.99-
00002	BRACKMAN MOWER WAREHOUSE	IN0126330	00140209	13000783	REPRS U#18576 GRNDS MAINT	02/28/14	236464	20.00-
00002	BRACKMAN MOWER WAREHOUSE	IN0126395	00140209	13000784	REPRS U#18576 GRNDS MAINT	02/28/14	236464	20.00-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002	BRACKMAN MOWER WAREHOUSE	0126394	00140282	13000790	MOWER BLADES GRNDS MAINT	02/28/14	236464	655.56-
BRACKMAN MOWER WAREHOUSE								
	Sum							3,177.83-
00002	BRADDOCK, ARETHA	OFFICIAL 2/1	02014322	13000826	OFFICIAL-ADULT BASKETBALL	02/28/14	236465	400.00-
BRADDOCK, ARETHA								
	Sum							400.00-
00002	BROWN, KIM	OFFICIAL 2/1	02014322	13000827	OFFICIAL-ADULT BASKETBALL	02/28/14	236468	550.00-
BROWN,KIM								
	Sum							550.00-
00002	C SPIRE WIRELESS (CELLUL	1/23/14-2/22	02014318	13000824	CELL SERV 2/14 PARKS & REC	02/28/14	236471	440.54-
C SPIRE WIRELESS (CELLUL								
	Sum							440.54-
00002	CAMERON III, CHARLES	SPORTS SERVS	02014323	13000841	SPORTS SUPPORT SERVICES	02/28/14	236472	98.00-
CAMERON III, CHARLES								
	Sum							98.00-
00002	CARQUEST AUTO PARTS STOR	14758-21900	00140281	13000802	MULTI-PURPOSE GREASE	02/28/14	236475	73.80-
00002	CARQUEST AUTO PARTS STOR	14758-20618	00139815	13000821	REPR PTS U#7382 GRNDS MAINT	02/28/14	236475	314.40-
00002	CARQUEST AUTO PARTS STOR	14758-22328	00139889	13000822	REPR PTS U#7382 GRNDS MAINT	02/28/14	236475	44.97-
CARQUEST AUTO PARTS STOR								
	Sum							433.17-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 2/14	02014309	13000772	TRF 2ND 2/14 PAYROLL	02/19/14	36849	60,574.57-
CITY OF HATTIESBURG FUND								
	Sum							60,574.57-
00002	COLQUITT, EMMA	SPORTS SERVS	02014323	13000842	SPORTS SUPPORT SERVICES	02/28/14	236481	182.00-
COLQUITT, EMMA								
	Sum							182.00-
00002	DAVIS, DONALD G	OFFICIAL 2/1	02014322	13000828	OFFICIAL-ADULT BASKETBALL	02/28/14	236492	75.00-
DAVIS,DONALD G								
	Sum							75.00-
00002	ECONOMY SUPPLY CO	207760	00140349	13000796	BLDG MATLS CAMERON FIELD	02/28/14	236500	41.80-
00002	ECONOMY SUPPLY CO	207555	00140250	13000816	NEIGHBORHOOD SIGN MATLS	02/28/14	236500	125.46-
ECONOMY SUPPLY CO								
	Sum							167.26-
00002	ELKINS WHOLESALE INC	200300-00	00140280	13000787	JANIT SUPP GRNDS MAINT	02/28/14	236501	368.40-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
ELKINSWHOLESALE INC							
Sum							368.40-
00002 FAIRLEY, BILLY RAY	705540	00140014	13000799	CONCRETE WRK CAMERON BAT CAGE	02/28/14	236504	600.00-
FAIRLEY, BILLY RAY							
Sum							600.00-
00002 FERGUSON ENTERPRISES INC	1216457-1	00138850	13000806	PLUMB SUPP CAMERON FLD RESTRMS	02/28/14	236506	29.74-
00002 FERGUSON ENTERPRISES INC	1224849	00140023	13000818	PLUMB SUPP CAMERON FIELD	02/28/14	236506	83.10-
FERGUSON ENTERPRISES INC							
Sum							112.84-
00002 G & K SERVICES	1035457429	00140479	13000856	MATS 1/21 GRNDS MAINT	02/28/14	236510	3.40-
00002 G & K SERVICES	1035461710	00140479	13000857	MATS 2/02 GRNDS MAINT	02/28/14	236510	3.40-
00002 G & K SERVICES	1035463836	00140479	13000858	MATS 2/11 GRNDS MAINT	02/28/14	236510	3.40-
00002 G & K SERVICES	1035465970	00140479	13000859	MATS 2/18 GRNDS MAINT	02/28/14	236510	3.40-
00002 G & K SERVICES	1035468113	00140479	13000860	MATS 2/25 GRNDS MAINT	02/28/14	236510	3.40-
00002 G & K SERVICES	1035457428	00140479	13000861	UNIFORMS 1/21 GRNDS MAINT	02/28/14	236510	99.63-
00002 G & K SERVICES	1035461709	00140479	13000862	UNIFORMS 2/04 GRNDS MAINT	02/28/14	236510	99.63-
00002 G & K SERVICES	1035463835	00140479	13000863	UNIFORMS 2/11 GRNDS MAINT	02/28/14	236510	99.63-
00002 G & K SERVICES	1035465969	00140479	13000864	UNIFORMS 2/18 GRNDS MAINT	02/28/14	236510	103.09-
00002 G & K SERVICES	1035468112	00140479	13000865	UNIFORMS 2/25 GRNDS MAINT	02/28/14	236510	103.09-
G & KSERVICES							
Sum							522.07-
00002 GEOCON LABORATORIES INC	5355	00140108	13000804	PERMEABILITY TEST TATUM DRNGE	02/28/14	236513	250.00-
GEOCONLABORATORIES INC							
Sum							250.00-
00002 GRAVES, GARY L	OFFICIAL 2/1	02014322	13000829	OFFICIAL-ADULT BASKETBALL	02/28/14	236518	575.00-
GRAVES, GARY L							
Sum							575.00-
00002 GREEN FOREST NURSERY INC	21827	00139704	13000812	L'SCAPE MATLS TATUM ENTRANCE	02/28/14	236519	1,216.50-
00002 GREEN FOREST NURSERY INC	21828	00140397	13000813	ADDL AMT DUE PO#139704	02/28/14	236519	528.00-
GREENFOREST NURSERY INC							
Sum							1,744.50-
00002 GRIFFIN, GABRIEL	OFFICIAL 2/1	02014322	13000830	OFFICIAL-ADULT/YTH BSKTBAL	02/28/14	236520	500.00-
GRIFFIN, GABRIEL							
Sum							500.00-
00002 HARRIS, UNDREA	OFFICIAL 2/1	02014322	13000831	OFFICIAL-YOUTH BASKETBALL	02/28/14	236527	50.00-
HARRIS, UNDREA							
Sum							50.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 HAYES, DEMARCUS	SPORTS SERVS	02014323	13000843	SPORTS SUPPORT SERVICES	02/28/14	236529	231.00-
HAYES,DEMARCUS							
Sum							231.00-
00002 INDOFF INC	2412026	00137996	13000782	CREDIT RETURN GRNDS MAINT DEPT	02/28/14	236535	119.99
00002 INDOFF INC	2412411	00140090	13000786	PRINTER SUPP GRNDS MAINT	02/28/14	236535	74.98-
00002 INDOFF INC	2413948	00140079	13000808	PRINTER SUPP GRNDS MAINT	02/28/14	236535	241.92-
INDOFFINC							
Sum							196.91-
00002 JET CONSTRUCTION	1778	00139685	13000794	TOPSOIL DAHMER/TATUM PARKS	02/28/14	236541	900.00-
00002 JET CONSTRUCTION	1783	00140035	13000809	MASON SAND TATUM SOCCER	02/28/14	236541	825.00-
00002 JET CONSTRUCTION	1781	00140262	13000810	MASON SAND DAHMER PARK	02/28/14	236541	825.00-
00002 JET CONSTRUCTION	1784	00140270	13000811	TOPSOIL TATUM ENTRANCE GATE	02/28/14	236541	300.00-
JET CONSTRUCTION							
Sum							2,850.00-
00002 JONES, ANN	PETTY CASH 1	00140478	13000853	PETTY CASH GRNDS MAINT	02/28/14	236543	199.31-
JONES,ANN							
Sum							199.31-
00002 KEEP AMERICA BEAUTIFUL I	NSF14-0106-I	00140354	13000793	2014 MBRSHF FEE	02/28/14	236545	250.00-
KEEP AMERICA BEAUTIFUL I							
Sum							250.00-
00002 KELLY, KEITH	OFFICIAL 2/1	02014322	13000832	OFFICIAL-YOUTH BASKETBALL	02/28/14	236546	425.00-
KELLY,KEITH							
Sum							425.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02014323	13000844	SPORTS SUPPORT SERVICES	02/28/14	236548	182.00-
KETTLEY, ANNETTE							
Sum							182.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02014323	13000845	SPORTS SUPPORT SERVICES	02/28/14	236549	350.00-
KEYS,MECHEKA							
Sum							350.00-
00002 KINSEY WELDING	4870	00140239	13000791	BAT CAGE REPRS DAHMER FIELDS	02/28/14	236550	1,300.00-
KINSEYWELDING							
Sum							1,300.00-
00002 KIRKSEY, NANCY JONES	SPORTS SERVS	02014323	13000846	SPORTS SUPPORT SERVICES	02/28/14	236551	310.00-
KIRKSEY, NANCY JONES							
Sum							310.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 LINDSEY, TABORIS	OFFICIAL 2/1	02014322	13000833	OFFICIAL-ADULT BASKETBALL	02/28/14	236555	450.00-
LINDSEY, TABORIS							
Sum							450.00-
00002 MIKE'S TIRE & WHEEL CO	2172414	00140086	13000766	MAINT U#18558 GRNDS MAINT	02/28/14	236558	33.82-
00002 MIKE'S TIRE & WHEEL CO	2172464	00140133	13000767	TIRES/MAINT U#7382 GRNDS MNT	02/28/14	236558	433.29-
00002 MIKE'S TIRE & WHEEL CO	2172471	00140136	13000768	TIRES/MAINT U#6111 GRNDS MNT	02/28/14	236558	445.43-
00002 MIKE'S TIRE & WHEEL CO	2172444	00140092	13000769	TIRES U#18597 GRNDS MAINT	02/28/14	236558	334.60-
00002 MIKE'S TIRE & WHEEL CO	2172472	00140185	13000770	ADDL AMT DUE PO#140136	02/28/14	236558	226.54-
00002 MIKE'S TIRE & WHEEL CO	2172618	00140382	13000823	RPLCMNT TUBE GRNDS GATOR	02/28/14	236558	25.91-
MIKE'STIRE & WHEEL CO							
Sum							1,499.59-
00002 MILLER, LLOYD M	OFFICIAL 2/1	02014322	13000834	OFFICIAL-ADULT BASKETBALL	02/28/14	236559	175.00-
MILLER, LLOYD M							
Sum							175.00-
00002 MISSISSIPPI AG COMPANY,	W60440	00140058	13000781	REPRS/MAINT U#13264	02/28/14	236561	630.18-
00002 MISSISSIPPI AG COMPANY,	W60348	00139892	13000785	REPRS U#18474 GRNDS MAINT	02/28/14	236561	417.81-
MISSISSIPPI AG COMPANY,							
Sum							1,047.99-
00002 MS POWER COMPANY	2/14 PKS/REC	00201410	13000852	MNTHLY ELEC-PARKS & REC	02/28/14	236575	14,679.92-
MS POWER COMPANY							
Sum							14,679.92-
00002 OWENS BUSINESS MACHINES	264649	00140304	13000798	ADDL AMT DUE PO#140256	02/28/14	236586	175.00-
OWENSBUSINESS MACHINES							
Sum							175.00-
00002 PATTERSON, ISIAH	SPORTS SERVS	02014323	13000847	SPORTS SUPPORT SERVICES	02/28/14	236588	248.00-
PATTERSON, ISIAH							
Sum							248.00-
00002 PIONEER MANUFACTURING CO	INV505325	00139594	13000819	BALLFIELD MARKING PAINT	02/28/14	236595	1,595.00-
00002 PIONEER MANUFACTURING CO	INV505399	00140259	13000820	BALLFIELD MARKING PAINT	02/28/14	236595	1,595.00-
PIONEER MANUFACTURING CO							
Sum							3,190.00-
00002 POWELL, RANDY	SPORTS SERVS	02014323	13000848	SPORTS SUPPORT SERVICES	02/28/14	236596	427.00-
POWELL, RANDY							
Sum							427.00-
00002 RAY, RONNIE	OFFICIAL 2/1	02014322	13000835	OFFICIAL-ADULT BASKETBALL	02/28/14	236602	250.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
RAY, RONNIE							
Sum							250.00-
00002 ROBINSON ELECTRIC SUPPLY	2153698-01	00140279	13000854	ELEC SUPP TIMBERTON SOFTBALL	02/28/14	236604	1,015.00-
ROBINSON ELECTRIC SUPPLY							
Sum							1,015.00-
00002 ROBINSON, MARVIN	OFFICIAL 2/1	02014322	13000836	OFFICIAL-ADULT BASKETBALL	02/28/14	236605	250.00-
ROBINSON, MARVIN							
Sum							250.00-
00002 SMITH, JEREMY	OFFICIAL 2/1	02014322	13000837	OFFICIAL-YOUTH SPORTS	02/28/14	236612	50.00-
SMITH,JEREMY							
Sum							50.00-
00002 SOUTHEASTERN CONCRETE CO	13802	00140013	13000805	CONCRETE CAMERON BATting CAGE	02/28/14	236616	577.50-
SOUTHEASTERN CONCRETE CO							
Sum							577.50-
00002 SOUTHERN WATERWORKS SUPP	52186	00140404	13000817	TILE MATLS TATUM PARK	02/28/14	236620	1,200.00-
SOUTHERN WATERWORKS SUPP							
Sum							1,200.00-
00002 TERRELL, WINSTON	OFFICIAL 2/1	02014322	13000838	OFFICIAL-ADULT BASKETBALL	02/28/14	236628	225.00-
TERRELL, WINSTON							
Sum							225.00-
00002 THOMPSON, JESSE	OFFICIAL 2/1	02014322	13000839	OFFICIAL-ADULT BASKETBALL	02/28/14	236630	175.00-
THOMPSON, JESSE							
Sum							175.00-
00002 UNITED FENCE COMPANY	00015907	00137790	13000792	PRIVACY FENCE DAHMER/TMBRTN	02/28/14	236635	3,560.00-
UNITEDFENCE COMPANY							
Sum							3,560.00-
00002 VARNADO, ALEXZANDRIA	SPORTS SERVS	02014323	13000849	SPORTS SUPPORT SERVICES	02/28/14	236638	161.00-
VARNADO, ALEXZANDRIA							
Sum							161.00-
00002 VARNADO, UNDRA	SPORTS SERVS	02014323	13000850	SPORTS SUPPORT SERVICES	02/28/14	236639	224.00-
VARNADO, UNDRA							
Sum							224.00-
00002 WAL-MART STORES INC	008959	00139951	13000800	FIRST AID KITS YOUTH LEAGUE	02/28/14	236640	87.52-
00002 WAL-MART STORES INC	003662	00139660	13000801	SENIOR CENTER ITEMS 2014	02/28/14	236640	158.86-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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WAL-MART STORES INC								
Sum								246.38-
00002	WHEELER, CURTIS	SPORTS SERVS	02014323	13000851	SPORTS SUPPORT SERVICES	02/28/14	236647	630.00-

WHEELER, CURTIS								
Sum								630.00-
00002	WILLMUT GAS & OIL COMPAN	2/14 PKS/REC	00201410	13000807	MNTHLY GAS-PARKS & REC	02/28/14	236648	662.27-

WILLMUT GAS & OIL COMPAN								
Sum								662.27-

Sum								110,150.21-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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HATT.MUNICIPAL FIRE PROTECTION								
00005	DAKTECH COMPUTERS	INV0309968	00139915	13000022	COMPUTERS FOR FIRE ADM	02/28/14	236490	1,310.00-

DAKTECH COMPUTERS								1,310.00-
Sum								-----
								1,310.00-
Sum								-----
								1,310.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 ADVANCED RECOVERY SYSTEM	4935	00201486	13000251	GARNISHMENT	02/26/14	18577	100.00-
ADVANCED RECOVERY SYSTEM							
Sum							100.00-
00006 AUTOMATED COLLECTION SER	5257	00201486	13000249	GARNISHMENT	02/26/14	18575	151.26-
AUTOMATED COLLECTION SER							
Sum							151.26-
00006 BENEFIT PAYMENT CONTROL	4292,1399,62	00201486	13000242	GARNISHMENT	02/26/14	18568	763.56-
BENEFIT PAYMENT CONTROL							
Sum							763.56-
00006 CHILD SUPPORT ENFORCEMEN	3871	00201487	13000233	CHILD SUPPORT	02/25/14	18559	200.00-
CHILDSUPPORT ENFORCEMEN							
Sum							200.00-
00006 COUCH CONVILLE AND BLITT	6979	00201486	13000243	GARNISHMENT	02/26/14	18569	207.11-
COUCHCONVILLE AND BLITT							
Sum							207.11-
00006 COURTNEY & CAMP ATTYS (	2377	00201486	13000246	GARNISHMENT	02/26/14	18572	20.66-
COURTNEY & CAMP ATTYS (							
Sum							20.66-
00006 CREDIT BUREAU CENTRAL	5621	00201486	13000247	GARNISHMENT	02/26/14	18573	204.12-
CREDITBUREAU CENTRAL							
Sum							204.12-
00006 FAMILY SUPPORT PAYMENT C	9865	00201487	13000236	CHILD SUPPORT	02/25/14	18562	1,138.02-
FAMILYSUPPORT PAYMENT C							
Sum							1,138.02-
00006 FIRST HERITAGE CREDIT (G	9891	00201486	13000250	GARNISHMENT	02/26/14	18576	66.72-
FIRSTHERITAGE CREDIT (G							
Sum							66.72-
00006 FIRST TOWER LOAN (GARN	3013	00201486	13000245	GARNISHMENT	02/26/14	18571	197.89-
FIRSTTOWER LOAN (GARN							
Sum							197.89-
00006 FORREST CTY CHANCERY COU	2/2014	00201479	13000240	CHILD SUPPORT	02/25/14	18566	560.00-
FORREST CTY CHANCERY COU							
Sum							560.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00006 GAYLE SMITH	4645	00201487	13000237	CHILD SUPPORT	02/25/14	18563	302.38-
GAYLESMITH Sum							302.38-
00006 GREAT LAKES HIGHER EDUCA	1583	00201486	13000255	GARNISHMENT	02/26/14	18570	181.80-
GREATLAKES HIGHER EDUCA Sum							181.80-
00006 HENLEY, LOTTERHOS & HENL	9998,5994,76	00201486	13000241	GARNISHMENT	02/26/14	18567	515.14-
HENLEY, LOTTERHOS & HENL Sum							515.14-
00006 INTERNAL REVENUE SERVICE	9998	00201477	13000258	GARNISHMENT	02/26/14	18583	50.00-
00006 INTERNAL REVENUE SERVICE	2753	00201477	13000259	GARNISHMENT	02/26/14	18584	100.00-
00006 INTERNAL REVENUE SERVICE	0579	00201477	13000260	GARNISHMENT	02/26/14	18585	100.00-
00006 INTERNAL REVENUE SERVICE	6062	00201477	13000261	GARNISHMENT	02/26/14	18586	100.00-
INTERNAL REVENUE SERVICE Sum							350.00-
00006 JOHN R REEVES PC (CHILD	6467	00201487	13000234	CHILD SUPPORT	02/25/14	18560	150.00-
JOHN RREEVES PC (CHILD Sum							150.00-
00006 LAMAR CTY CHANCERY CLERK	0935	00201487	13000231	CHILD SUPPORT	02/25/14	18557	540.00-
LAMARCTY CHANCERY CLERK Sum							540.00-
00006 MENDELSON LAW FIRM (GARN	9865	00201486	13000257	GARNISHMENT	02/26/14	18582	75.60-
MENDELSON LAW FIRM (GARN Sum							75.60-
00006 NC CHILD SUPPORT CENTRAL	7589	00201487	13000232	CHILD SUPPORT	02/25/14	18558	220.00-
NC CHILD SUPPORT CENTRAL Sum							220.00-
00006 NEBRASKA CHILD SUPPORT (	4840	00201487	13000235	CHILD SUPPORT	02/25/14	18561	250.00-
NEBRASKA CHILD SUPPORT (							
Sum							250.00-
00006 REPUBLIC FINANCE INC (G	8663	00201486	13000254	GARNISHMENT	02/26/14	18580	260.86-
REPUBLIC FINANCE INC (G Sum							260.86-
00006 RICHLAND COUNTY FAMILY C	4941	00201487	13000238	CHILD SUPPORT	02/25/14	18564	183.76-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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RICHLAND COUNTY FAMILY C								
Sum								183.76-
00006	STEVEN D SLADE (GARN)	0474	00201486	13000252	GARNISHMENT	02/26/14	18578	436.20-

STEVEN D SLADE (GARN)								
Sum								436.20-
00006	STOKES & CLINTON PC (GAR	2566,0710	00201486	13000256	GARNISHMENT	02/26/14	18581	511.89-

STOKES & CLINTON PC (GAR								
Sum								511.89-
00006	TRANSAMERICA LIFE	ACCT #1844	00201489	13000262	BURIAL INS PREMIUM	02/26/14	18587	932.53-

TRANSAMERICA LIFE								
Sum								932.53-

Sum								8,519.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER OPERATION/MAINT.							
00009 AMERICAN CONCRETE PRODUC	59261	00140332	13000749	AUTO DOOR CLOSURE WTR PLANT	02/28/14	236449	88.00-
AMERICAN CONCRETE PRODUC							
Sum							88.00-
00009 AUTO ZONE	0139811330(B	00140089	13000768	REPR PTS U#11060 TRANS	02/28/14	236457	9.29-
AUTO ZONE							
Sum							9.29-
00009 BLOSSMAN GAS INC	900457	00140375	13000754	PROPANE PLANT FORKLIFT	02/28/14	236463	31.00-
BLOSSMAN GAS INC							
Sum							31.00-
00009 BRUNINI	195725	00140448	13000763	LEGAL SRVS GROUNDWORD	02/28/14	236469	34,991.03-
00009 BRUNINI	195724	00140448	13000764	SRVS GULF RESTORA NETWORK	02/28/14	236469	20,788.75-
BRUNINI							
Sum							55,779.78-
00009 C SPIRE WIRELESS (CELLUL	1/23/14-2/22	02014318	13000765	CELL SERV 2/14 W&SO&M	02/28/14	236471	224.96-
C SPIRE WIRELESS (CELLUL							
Sum							224.96-
00009 CARQUEST AUTO PARTS STOR	14758-19955	00139487	13000732	REPR PTS U#14164 TRANS	02/28/14	236475	508.26-
00009 CARQUEST AUTO PARTS STOR	14758-21044	00139939	13000734	REPR PTS U#14128 SEWER	02/28/14	236475	164.77-
00009 CARQUEST AUTO PARTS STOR	14758-21043	00139942	13000735	REPR PTS U#14128 SEWER	02/28/14	236475	19.48-
CARQUEST AUTO PARTS STOR							
Sum							692.51-
00009 CENTRAL PIPE SUPPLY INC	X04203	00139974	13000739	PLUMB SUPP TRANS STOCK	02/28/14	236476	2,102.34-
00009 CENTRAL PIPE SUPPLY INC	X04203(B)	00140287	13000740	ADDL AMT DUE PO#139974	02/28/14	236476	86.70-
00009 CENTRAL PIPE SUPPLY INC	X03176	00139620	13000752	PLUMB SUPP TRANS STOCK	02/28/14	236476	1,549.20-
00009 CENTRAL PIPE SUPPLY INC	X04592	00139620	13000753	PLUMB SUPP TRANS STOCK	02/28/14	236476	792.96-
CENTRAL PIPE SUPPLY INC							
Sum							4,531.20-
00009 CERTIFIED LABORATORIES	1409770	00139883	13000762	CHEMICALS SEWER/LAGOON	02/28/14	236477	31,078.60-
CERTIFIED LABORATORIES							
Sum							31,078.60-
00009 CHAIN ELECTRIC COMPANY	28058	00140269	13000748	REPRS ATS USM TANK	02/28/14	236478	1,075.98-
CHAIANELECTRIC COMPANY							
Sum							1,075.98-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 2/14	02014309	13000731	TRF 2ND 2/14 PAYROLL	02/19/14	21749	96,863.61-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
CITY OF HATTIESBURG FUND							
Sum							96,863.61-
00009 COMSOUTH	171535	00139621	13000746	RADIO REPR TRANS DEPT	02/28/14	236482	149.50-
00009 COMSOUTH	173001	00139621	13000747	LED TRIO LIGHTS SEWER DEPT	02/28/14	236482	160.00-
00009 COMSOUTH	172963	00140051	13000750	BATTERIES WTR PLANTS/TRANS	02/28/14	236482	990.00-
COMSOUTH							
Sum							1,299.50-
00009 CONTROL SYSTEMS INC	48710	00140385	13000755	SERV CALL BURKETT LIFT STA	02/28/14	236483	425.50-
00009 CONTROL SYSTEMS INC	48496	00139823	13000757	REPRS BURKETT LIFT STA	02/28/14	236483	1,111.00-
CONTROL SYSTEMS INC							
Sum							1,536.50-
00009 DAKTECH COMPUTERS	INV0310168	00139420	13000769	COMPUTERS GREEN/MILSAP PLANT	02/28/14	236490	2,698.00-
DAKTECH COMPUTERS							
Sum							2,698.00-
00009 DIXIE COMMUNITY UTILITY	SWR BILLING	00140224	13000722	SEWER BILLING REPORT 1/14	02/28/14	236495	236.70-
DIXIECOMMUNITY UTILITY							
Sum							236.70-
00009 G & K SERVICES	1035453185	00140225	13000724	UNIFORMS 1/07 WTR SERV PERSNL	02/28/14	236510	18.18-
00009 G & K SERVICES	1034544335	00140225	13000725	UNIFORMS 1/14 WTR SERV PERSNL	02/28/14	236510	18.18-
00009 G & K SERVICES	1035457452	00140225	13000726	UNIFORMS 1/21 WTR SERV PERSNL	02/28/14	236510	20.00-
00009 G & K SERVICES	1035459597	00140225	13000727	UNIFORMS 1/28 WTR SERV PERSNL	02/28/14	236510	20.00-
00009 G & K SERVICES	1035461733	00140225	13000728	UNIFORMS 2/04 WTR SERV PERSNL	02/28/14	236510	20.00-
G & KSERVICES							
Sum							96.36-
00009 IRBY, STUART C CO	S008072731.0	00139665	13000756	ELEC SUPP TATUM BLVD LIFT STA	02/28/14	236538	861.50-
IRBY,STUART C CO							
Sum							861.50-
00009 JET CONSTRUCTION	1782	00140041	13000760	CLAY GRAVEL TRANS DEPT	02/28/14	236541	2,875.00-
JET CONSTRUCTION							
Sum							2,875.00-
00009 JOHNNY'S WRECKER SERVICE	22551	00140274	13000737	TOWING U#10811 SEWER	02/28/14	236542	250.00-
JOHNNY'S WRECKER SERVICE							
Sum							250.00-
00009 MIKE'S TIRE & WHEEL CO	2172580	00140295	13000751	TRAILER TIRE SEWER DEPT	02/28/14	236558	117.68-
MIKE'STIRE & WHEEL CO							
Sum							117.68-

	Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009	MORGAN, C J INC	2014000	00140338	13000741	TAP/METER SE MS RURAL HEALTH	02/28/14	236564	4,969.79-
00009	MORGAN, C J INC	2014002	00140338	13000742	PUMP VALVE LAKEVIEW PLT #1	02/28/14	236564	34,434.25-
00009	MORGAN, C J INC	2014007	00140338	13000743	WTR VALVE PTS PLT #1	02/28/14	236564	2,242.50-
00009	MORGAN, C J INC	2014004	00140338	13000744	PUMP HOLDING TANKS 1/14	02/28/14	236564	13,567.70-
00009	MORGAN, C J INC	2014010	00140338	13000745	RINGS/COVERS JAMES ST SEWER	02/28/14	236564	629.16-
MORGAN, C J INC								
Sum								
00009	MS POWER COMPANY	2/14 W&SO&M	00201410	13000767	MNTHLY ELEC-W&SO&M	02/28/14	236575	55,843.40-
MS POWER COMPANY								
Sum								
00009	NAPA AUTO PARTS	502612	00139899	13000736	REPR PTS U#18564 SEWER	02/28/14	236578	101,760.62-
NAPA AUTO PARTS								
Sum								
00009	PEARL RIVER VALLEY EPA (	2/14 W&SO&M	00201410	13000766	MNTHLY 2/14 PUBLIC SERVICES	02/28/14	236591	50.32-
PEARLRIVER VALLEY EPA (								
Sum								
00009	PUCKETT RENTS	WOHB5255731	00140138	13000733	REPRS U#18566 TRANS DEPT	02/28/14	236598	371.76-
PUCKETT RENTS								
Sum								
00009	RJ YOUNG COMPANY	INV219638	00140226	13000723	COPIER MNT 1/14-1/15 WTR OFC	02/28/14	236603	753.26-
RJ YOUNG COMPANY								
Sum								
00009	SOUTHERN PINE ELECTRIC P	2/14 W&SO&M	00201410	13000758	MNTHLY 2/14 PUBLIC SERVICES	02/28/14	236619	424.00-
SOUTHERN PINE ELECTRIC P								
Sum								
00009	SOUTHERN WATERWORKS SUPP	52104	00139888	13000761	PLUMB SUPP WATER PLANT	02/28/14	236620	1,022.10-
SOUTHERN WATERWORKS SUPP								
Sum								
00009	U S POSTMASTER-POSTAGE (	PERMIT #213	00140308	13000738	WATER BILL POSTAGE	02/28/14	236634	108.98-
U S POSTMASTER-POSTAGE (								
Sum								
00009	WILLMUT GAS & OIL COMPAN	2/14 W&SO&M	00201410	13000759	MNTHLY GAS-W&SO&M	02/28/14	236648	4,500.00-
WILLMUT GAS & OIL COMPAN								
Sum								

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.
Sum						

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER& SEWER FUND							
00011 CLELAND, WILLIAM	METER DEP RF	02014304	13000360	METER DEP RFD	02/28/14	236479	75.00-
CLELAND, WILLIAM							
Sum							75.00-
00011 CUTWAY, BRANDI	METER DEP RF	02014304	13000365	METER DEP RFD	02/28/14	236488	52.94-
CUTWAY, BRANDI							
Sum							52.94-
00011 DUDLEY, KIMBERLY***	METER DEP RF	02014304	13000373	METER DEP RFD	02/28/14	236497	35.94-
DUDLEY, KIMBERLY***							
Sum							35.94-
00011 GLARDON, LINDA	METER DEP RF	02014304	13000368	METER DEP RFD	02/28/14	236517	31.44-
GLARDON, LINDA							
Sum							31.44-
00011 HALLMAN PROPERTY 725	METER DEP RF	02014304	13000374	METER DEP RFD	02/28/14	236524	35.94-
HALLMAN PROPERTY 725							
Sum							35.94-
00011 INGRAM, KELLY	METER DEP RF	02014304	13000369	METER DEP RFD	02/28/14	236536	35.94-
INGRAM, KELLY							
Sum							35.94-
00011 LAUGHREY, WESLEY E	METER DEP RF	02014304	13000361	METER DEP RFD	02/28/14	236553	35.94-
LAUGHREY, WESLEY E							
Sum							35.94-
00011 LEN MELVIN ATTORNEY AT L	METER DEP RF	02014304	13000363	METER DEP RFD	02/28/14	236554	40.00-
LEN MELVIN ATTORNEY AT L							
Sum							40.00-
00011 NETWORK SERVICES (NSI)	10201490000	02014299	13000359	WATER COLLECTIONS FEES	02/28/14	236579	160.90-
NETWORK SERVICES (NSI)							
Sum							160.90-
00011 OWENS, SERENA	METER DEP RF	02014304	13000370	METER DEP RFD ACCT#	02/28/14	236587	52.94-
OWENS,SERENA							
Sum							52.94-
00011 ROCKEY, JUDITH A	METER DEP RF	02014304	13000367	METER DEP RFD	02/28/14	236606	35.94-
ROCKEY, JUDITH A							
Sum							35.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00011 SEYMOUR, COLTON	METER DEP RF	02014304	13000366	METER DEP RFD	02/28/14	236609	35.94-
SEYMOUR, COLTON Sum							35.94-
00011 SMITH, KEITH P	METER DEP R	02014304	13000362	METER DEP RFD	02/28/14	236614	13.44-
SMITH,KEITH P Sum							13.44-
00011 STAFFORD, PAUL	METER DEP RF	02014304	13000364	METER DEP RFD	02/28/14	236622	35.94-
STAFFORD, PAUL Sum							35.94-
00011 UNITED HOUSE OF PRAYER	METER DEP RF	02014304	13000372	METER DEP RFD	02/28/14	236636	35.94-
UNITEDHOUSE OF PRAYER Sum							35.94-
00011 WALLACE, QUENTIN C	METER DEP RF	02014304	13000371	METER DEP RFD	02/28/14	236641	31.44-
WALLACE, QUENTIN C Sum							31.44-
Sum							745.62-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
	-----	-----	-----	-----	-----	-----	-----
POLICEFORFEITURES FUND							
00019 FORREST CTY DIST ATTY(SE	20% SHARE CA	02014313	13000038	20% SHARE SEIZED CASH	02/28/14	236507	682.20-

FORREST CTY DIST ATTY(SE							682.20-
Sum							-----
							682.20-
Sum							-----
							682.20-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 CATERPILLAR FINANCIAL SE	0597687 INV	02014310	13000098	BACKHOE LEASE PYMT DUE 2/28/14	02/24/14	41107	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 THOMPSON ENGINEERING	14012723	00140440	13000099	SRVS 10/13-1/14 WEST BELTWAY	02/28/14	236629	32,348.60-
THOMPSON ENGINEERING							
Sum							32,348.60-
Sum							33,434.74-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ALLIANCE BUS GROUP INC	109647	00136328	13000201	2014 BUS U#19552 MASS TRANSIT	02/28/14	236447	106,691.00-
ALLIANCE BUS GROUP INC							
Sum							106,691.00-
00073 C SPIRE WIRELESS (CELLUL	1/23/14-2/22	02014318	13000203	CELL SERV 2/14 MASS TRANSIT	02/28/14	236471	56.59-
C SPIRE WIRELESS (CELLUL							
Sum							56.59-
00073 CARQUEST AUTO PARTS STOR	14758-19535	00139242	13000198	AIR FILTERS U#16234 U#16235	02/28/14	236475	176.08-
CARQUEST AUTO PARTS STOR							
Sum							176.08-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 2/14	02014309	13000197	TRF 2ND 2/14 PAYROLL	02/19/14	18550	26,687.45-
00073 CITY OF HATTIESBURG FUND	TRF INTERIM	02014317	13000202	TRF INTERIM 2/20/14 PROLL	02/25/14	18555	215.53-
CITY OF HATTIESBURG FUND							
Sum							26,902.98-
00073 IRBY, STUART C CO	S008108780.0	00140116	13000200	ELEC SUPP OFFICE LIGHTS	02/28/14	236538	79.98-
IRBY,STUART C CO							
Sum							79.98-
00073 MS POWER COMPANY	2/14 MASS TR	00201410	13000204	MNTHLY ELEC-MASS TRANSIT	02/28/14	236575	2,196.35-
MS POWER COMPANY							
Sum							2,196.35-
00073 WATERS INTERNATIONAL TRU	240420019	00140044	13000199	REPAIRS U#18572	02/28/14	236645	278.90-
WATERSINTERNATIONAL TRU							
Sum							278.90-
Sum							136,381.88-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 C SPIRE WIRELESS (CELLUL	1/23/14-2/22	02014318	13000189	CELL SERV 2/14 COMM CNTRS	02/28/14	236471	49.64-
C SPIRE WIRELESS (CELLUL							
Sum							49.64-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 2/14	02014309	13000177	TRF 2ND 2/14 PAYROLL	02/19/14	36849	21,245.46-
CITY OF HATTIESBURG FUND							
Sum							21,245.46-
00077 COURTNEY'S RESTAURANT EQ	8228	00139738	13000178	REFRIGERATOR REPR CE ROY CNTR	02/28/14	236485	405.04-
00077 COURTNEY'S RESTAURANT EQ	8306	00140352	13000182	SERV KITCHEN EQUIP SHERRILL	02/28/14	236485	400.00-
COURTNEY'S RESTAURANT EQ							
Sum							805.04-
00077 DONALDSON, SHEREE (REFUN	CE ROY CNTR	02014320	13000187	DAMAGE DEPOSIT REFUND	02/28/14	236496	100.00-
DONALDSON, SHEREE (REFUN							
Sum							100.00-
00077 ECONOMY SUPPLY CO	207720	00140266	13000181	CEILING TILES SHERRILL CNTR	02/28/14	236500	124.50-
ECONOMY SUPPLY CO							
Sum							124.50-
00077 G & K SERVICES	1035451005	00140373	13000179	UNIFORMS 12/31/13 COMM CNTRS	02/28/14	236510	43.56-
G & KSERVICES							
Sum							43.56-
00077 JORDAN, SHANON (REFUNDS)	SHERRILL CNT	02014320	13000188	DAMAGE DEPOSIT REFUND	02/28/14	236544	100.00-
JORDAN, SHANON (REFUNDS)							
Sum							100.00-
00077 MS POWER COMPANY	2/14 COMM CN	00201410	13000190	MNTHLY ELEC-COMM CNTRS	02/28/14	236575	3,704.59-
MS POWER COMPANY							
Sum							3,704.59-
00077 OES	CE ROY CNTR	02014320	13000185	DAMAGE DEPOSIT REFUND	02/28/14	236583	50.00-
OES							
Sum							50.00-
00077 SMITH, JIM SERVICES	819195	00140331	13000183	A/C REPR ACCTG DEPT SHERRILL	02/28/14	236613	128.10-
SMITH,JIM SERVICES							
Sum							128.10-
00077 SUTTON, DIONTA (REFUND	CULTURAL CNT	02014320	13000186	DAMAGE DEPOSIT REFUND	02/28/14	236627	250.00-
SUTTON, DIONTA (REFUND							

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT								
00082	BONNER ANALYTICAL TESTIN	54629	00140311	13000138	200 MLK ASBESTOS ANALYSIS	02/20/14	36856	31.25-
00082	BONNER ANALYTICAL TESTIN	54628	00140310	13000139	122 CYPRESS ASBESTOS ANALYSIS	02/20/14	36857	31.25-
00082	BONNER ANALYTICAL TESTIN	54630	00140312	13000141	107 HARRELL, ASBESTOS ANALYSIS	02/20/14	36859	93.75-
BONNERANALYTICAL TESTIN								
Sum								156.25-
00082	C SPIRE WIRELESS (CELLUL	1/23/14-2/22	02014318	13000142	CELL SERV 2/14 CDBG	02/28/14	236471	31.99-
C SPIRE WIRELESS (CELLUL								
Sum								31.99-
00082	CITY OF HATTIESBURG FUND	TRF 2ND 2/14	02014309	13000132	TRF 2ND 2/14 PAYROLL	02/19/14	36850	8,495.38-
CITY OF HATTIESBURG FUND								
Sum								8,495.38-
00082	DUCKSWORTH, TRACY (CDB	02/18/14	00140316	13000133	208 W 7TH TEMP RELOC 2/1-2/28	02/20/14	36851	650.00-
DUCKSWORTH, TRACY (CDB								
Sum								650.00-
00082	GADDIS, DARRELL LEE (C	02/18/14	00140317	13000140	605 BROAD TEMP RELOC 2/1-2/28	02/20/14	36858	650.00-
GADDIS, DARRELL LEE (C								
Sum								650.00-
00082	R3SM INC (CDBG)	02/18/14	00140314	13000135	609 STADIUM DR, DR#1 RPR REWIR	02/20/14	36853	15,000.00-
R3SM INC (CDBG)								
Sum								15,000.00-
00082	SIMS, JOHN LEE	02/18/14	00140315	13000134	1802EDWARDS TEMP RELOC2/1-2/28	02/20/14	36852	650.00-
SIMS,JOHN LEE								
Sum								650.00-
00082	SMITH'S REMODELING	02/09/14	00140313	13000136	208 W 7TH DR#2 REROOF PAINT RE	02/20/14	36854	15,000.00-
SMITH'S REMODELING								
Sum								15,000.00-
Sum								40,633.62-

Vendor		Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
		-----	-----	-----	-----	-----	-----	-----
INDUSTRIAL PARK DEVELOPMENT								
00087	AREA DEVELOPMENT PARTNER	3438	00140428	13000027	ADMIN FEES IND PK 1/1-31/14	02/28/14	236452	875.00-

AREA DEVELOPMENT PARTNER								875.00-
Sum								-----
Sum								875.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02014307	13000009	FOOD/BEVERAGE TAX 01/14	02/19/14	18547	377,475.47-
H'BURGCONVENTION COMMIS							
Sum							377,475.47-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02014306	13000010	MOTEL SALES TAX 01/14	02/19/14	18548	39,796.92-
H'BURGTOURISM COMMISSIO							
Sum							39,796.92-
Sum							417,272.39-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GrandTotal Level Sum							3,304,967.63-



City of Hattiesburg, MS

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

Master

File Number: 2014-0955

File ID: 2014-0955

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 02/28/2014

Brief Title: Request for Proposals - Community Housing
Development Organizations

Final Action:

Minute Book Number: MB2014-67

Title:

Authorize and approve publication of a Request for Proposals for Community
Housing Development Organization (CHDO) funds in connection with the City of
Hattiesburg's HOME Investment Partnership Program (HOME). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: RFP - March 2014, RFP Instructions March 2014,
CHDO APP 12 3 12, CHDO Capacity Assessment 10
17 12, Market needs assessment 10 17 12, executed
RFP - March 2014

Enactment Number:

Contact:

Meeting Date: 03/04/2014

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	03/03/2014					
1	City Council	03/04/2014					

Text of Legislative File 2014-0955

Title

Authorize and approve publication of a Request for Proposals for Community Housing Development
Organization (CHDO) funds in connection with the City of Hattiesburg's HOME Investment
Partnership Program (HOME). {Entitlement}

Summary

Request for Proposals - Community Housing Development Organizations

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American - March 7, 2014

REQUEST FOR PROPOSALS/APPLICATION COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

The City of Hattiesburg, Mississippi is accepting proposals/applications for affordable housing activities that qualify for the use of Community Housing Development Organization (CHDO) set-aside funding under the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and the City's local CHDO Policies. Eligible applicant/organizations must demonstrate eligibility to be certified as a CHDO in the City of Hattiesburg.

Eligible development activities include the new construction of housing to be rented or sold to low- to moderate-income households, the acquisition and/or rehabilitation of housing to be rented or sold to low- to moderate-income households, and the provision of downpayment/closing cost assistance when done in coordination with the other eligible development activities.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. March 27, 2014.

Each PROPOSAL must be received in a sealed envelope or box which is marked in the lower left-hand corner with the words "CHDO Request for Proposals", which is the name of the item, and "March 27, 2014", which is the date proposals will be opened.

The proposals must include one (1) original CHDO Application Packet in a three-ring binder, five (5) copies in three-ring binders, and one (1) digital copy on either a CD-ROM or flash drive.

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 4th day of March 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH in the Non-Legal Section: Friday, March 7, 2014

REQUEST FOR PROPOSALS/APPLICATION COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

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CHDO Application Packets should include:

- Instruction Sheet
- The CHDO Project Application
- The CHDO Capacity Assessment
- The Market Need Assessment

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Policies, procedures, and other reference documents that may be beneficial in compiling a proposal can be found on the web page for the City of Hattiesburg's Community Development Division:

<http://government.hattiesburgms.com/city-departments/federal-a-state-programs/community-development>

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

CITY OF HATTIESBURG

HOME PROGRAM

**COMMUNITY HOUSING DEVELOPMENT
ORGANIZATION
(CHDO)**

Project Application

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CHDO OVERVIEW

One of the goals of the HOME Program is to establish strong public/private partnerships. The City is required to make all reasonable efforts to maximize participation by private lenders and other members of the private sector.

CHDO: A CHDO is a private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations. The City must use a minimum of fifteen-percent (15 %) of its annual allocation for housing owned, developed or sponsored by CHDOs. The City will evaluate organizations' qualifications and designate them as CHDOs. CHDOs also may be involved in the program as sub recipients, but the use of HOME funds in this capacity is not counted toward the fifteen percent (15 %) set-aside. A CHDO can act in three (3) different capacity roles as listed below:

Owner: The CHDO is an "owner" when it holds valid legal title to or has a long-term (99-year minimum) leasehold interest in rental property. The CHDO may be an owner with one or more individuals, corporation, partnership or other legal entities.

Developer: A CHDO is a "developer" when it either owns a property and develops a project, or has a contractual obligation to a property owner to develop a project.

Sponsor:

- (1) A CHDO is a "sponsor" for HOME-assisted rental housing when it develops a project that it solely or partially owns and agrees to convey ownership to a second nonprofit organization at a predetermined time. The conveyance may take place prior to, during or upon completion of the development phase.
- (2) A CHDO is a "sponsor" for HOME-assisted homebuyer's program when it owns the property, then shifts responsibility for the project to another nonprofit at some specified time in the development process. The second nonprofit in turn transfers title, along with the HOME loan/grant obligations and resale requirements, to a HOME-qualified homebuyer within a specified timeframe.

CHDO PROPOSAL FOR FUNDING

CHDOs, except those who have had open findings or concerns for a period of 60 days that have not been satisfactorily addressed in accordance with the requirements of the City, may apply for an application for CHDO project assistance.

A Request for CHDO proposals funding is generally issued once a year.

DEVELOPER FEES

A Developer's Fee is compensation to the developer for the time and risk involved to develop the project. It is typically based on the size of the project, the total development cost and the risk associated with the project. The developer's fee is expressed as a percentage of the total development cost. Developers who perform work in a timely fashion and comply with the timelines outlined in the agreement will receive a developer's fee of no more than 10% of the total HOME funds awarded under the agreement.

CHDO CAPACITY PERFORMANCE POLICY

The following attributes and abilities will measure CHDO performance capacity.

Each point noted below must be evidenced in writing and endorsed by the CHDO Board of Directors.

CHDO Programs that apply for project funds must:

Present documentation of CHDO status in accordance with all applicable HOME requirements in the latest Rule;

Provide evidence of ties with neighborhood organizations, enterprises and leadership.

Present an established process for obtaining citizens' input, gathering information and data on housing issues and a market analysis to support the housing solution being proposed by the CHDO Program requesting funds;

Provide a housing solution linked with the Consolidated Plan; specific and reflective of the population, neighborhood or area being served and supported by a marketing plan;

Present an established process for meeting funding based on clients' qualifying requirements; equitable method for choosing whom, among many eligible applicants, will receive the proposed housing services;

Provide a development and management plan for carrying out the housing solution, within a specific time frame, from project planning, site acquisition, project construction and marketing, to warranty support and property standards maintenance throughout the affordability period;

Present commitments from other funding sources: banking, investors, private lending, grants/loans other than the City of Hattiesburg;

Provide commitments from qualified persons who will serve as a "development team" or technical consultants for real estate development, engineering, environmental and construction design issues throughout the project;

Present a functional business office and qualified staff, including non-residential office location/ mailing address, phone;

Provide staff leadership with a verifiable background in non-profit program financial management and federally funded real estate development;

Present an "emergency" staffing and support plan in the event of an employment crisis.

HISTORY AND GOALS OF THE PROGRAM

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA), and has been amended several times by subsequent legislation.

Objectives: The intent of the HOME Program is to:

Provide decent affordable housing to lower-income households,
Expand the capacity of nonprofit housing providers,
Strengthen the ability of state and local governments to provide housing, and
Leverage private-sector participation.

HOME FUNDS TIME LIMITATIONS

Timeframe

The City of Hattiesburg is obligated to commit and spend its allocated funds within certain time frames or face the loss of HOME funds. Therefore, all contracting entities must provide detailed timelines and adhere to those timelines.

The City has ***Twenty-four (24) months*** to enter into written agreements with developers, owners, contractors, sub recipients, and Community Housing Development Organizations (CHDOs) to commit HOME funds for a specific project.

The City, not the developers, owners, contractors, sub recipients and CHDOs has ***four (4) years*** to expend HOME funds. Those contracting with the City having HOME funded projects are expected to complete projects within eighteen (18) calendar months. The contract execution date is indicated on the cover page of the CHDO contract.

CHDO SET ASIDE

The City must reserve ***a minimum of fifteen (15) percent*** of its annual allocation for activities undertaken by designated Community Housing Development Organizations (CHDOs).

CHDO HOME-FUNDED ACTIVITIES

The City has determined that the following activities may be undertaken by CHDOs:

Homebuyer activities: HOME funds may finance the acquisition and/or rehabilitation or new construction of homes for homebuyers.

Rental housing: Affordable rental housing may be acquired and/or rehabilitated, or constructed.

Direct Financial Assistance: HOME funds may be used to assist the purchaser of a HOME-assisted housing unit owned, developed, or sponsored by a CHDO with HOME funds as part of their Homebuyer activity.

GLOSSARY OF HOME TERMS

Action Plan: The one-year portion of the Consolidated Plan. It includes the City's annual application for HOME funds.

Affordability: The requirements of the HOME Program that relate to the cost of housing both at initial occupancy and over established timeframes, as prescribed in the HOME Final Rule. Affordability requirements vary depending upon the nature of the HOME assisted activity (i.e., homeownership or rental housing).

Annual Income: The HOME Program allows the use of one of three definitions of annual income: Section 8 annual income; annual income as reported on the U.S. Census long form; and adjusted gross income as defined for reporting on IRS Form 1040.

Commitment. Commitment means one of three things: (1) The City has executed a legally binding agreement with a sub recipient or contractor to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or (2) the City has executed a written agreement reserving a specific amount of funds for a CHDO; or (3) the City has met requirements to commit to a specific local project as defined below.

Commitment to a specific project. Commitment to a specific local project means that a legally binding agreement was executed meeting one of the following sets of requirements: (1) For rehabilitation or new construction projects, the City and the project owner will execute an agreement for an identifiable project under which construction can reasonably be expected to start within 12 months of the agreement date. (2) If the project consists of acquisition of standard housing by the City, the agreement must be a binding contract for the sale of an identifiable property and the property title must be transferred to the City (or other entity) within six months of the date of the contract. (3) If the project involves the acquisition of standard housing and the City is providing HOME funds to a purchaser, under the agreement, the title of the property must be transferred to the purchaser within six months of the agreement date. (4) If the project consists of TBRA, the City

must enter into a rental assistance contract with the owner or the tenant in accordance with the provisions of 24 CFR Part 92.209.

Community Housing Development Organization (CHDO): A private, nonprofit organization that meets a series of qualifications prescribed in the HOME regulations at 24 CFR Part 92.2. The City must award at least fifteen percent (15%) of its annual HOME allocation to CHDOs.

Consolidated Plan: A plan prepared by the City in accordance with the requirements set forth in 24 CFR Part 91 which describes community needs, resources, priorities and proposed activities to be undertaken under certain HUD programs, including HOME.

Group Home: Housing occupied by two or more single persons or families consisting of common space and/or facilities for group use by the occupants of the unit, and (except in the case of shared one-bedroom units) separate private space for each family.

HOME-Assisted Units: A term that refers to the units within a HOME project for which rent, occupancy and/or resale restrictions apply. The number of units designated as HOME-assisted affects the maximum HOME subsidies that may be provided to a project.

HOME Funds: All appropriations for the HOME Program, plus all repayments and interest or other returns on the investment of these funds.

HOME Investment Trust Fund: The term is given to the two accounts - one at the federal level and one at the local level - that "hold" the City's HOME funds. The federal HOME Investment Trust Account is the U.S. Treasury accounts for each participating jurisdiction. The local HOME Investment Trust Fund account includes repayments of HOME funds, matching contributions and payment of interest or other returns on investment.

Household: One or more persons occupying a housing unit.

Income Verification: verification of all amounts, monetary or not, which go to, or on behalf of a household member anticipated to be received from a source outside the household during a 12-month period and annual income derived from assets.

Large Household/Family: Households of five or more persons who include at least one person related to the householder by blood, marriage or adoption.

Low-Income Families: Families whose annual incomes do not exceed eighty percent (80%) of the median income for the area (adjusted for family size).

New Construction: The creation of new dwelling units. Any project which includes the creation of the foundation and framing structure of a dwelling is considered new construction.

Participating Jurisdiction (PJ): The term given to a city, state, or consortium that has been designated by HUD to administer the HOME Program. HUD designation as a PJ occurs if a state or local government meets the funding thresholds, notifies HUD that they intend to participate in the program and has a HUD-approved Consolidated Plan.

Program Income/CHDO Proceeds: Gross income received by the CHDO directly generated from the use of HOME funds.

Project: A site or an entire building or two or more buildings, together with the site or sites on which the building or buildings is located, that are under common ownership, management and financing and are to be assisted with HOME funds, under a commitment by the owner, as a single undertaking.

Project completion: All necessary construction work has been completed and the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the project is ready for occupancy. For owner-occupied rehabilitation projects, completion means that all rehabilitation work has been completed, the City or its designee has performed a final inspection, and the homeowner has accepted the work, as indicated by a final sign-off.

Reconstruction (also rehabilitation): The rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be changed as part of the reconstruction project, but the number of rooms per unit may change. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing.

Single-Room Occupancy (SRO): Housing consisting of single-room dwelling units that is the primary residence of its occupant or occupants. The unit must contain food preparation and/or sanitary facilities if the project involves new construction, conversion of non-residential space, or reconstruction. If the units do not contain sanitary facilities, the building must contain sanitary facilities shared by the tenants.

Targeting: Requirements of the HOME Program relating to the income or other characteristics of households that may occupy HOME-assisted units.

Total Project Cost: All costs associated with the development of a HOME funded project. HOME participation is computed on a per unit basis and is limited to the lesser of _____ - or the subsidy needed to achieve fair market value.

Unit: The basis for calculating HOME support to a project. It is housing for a single household. All HOME funding support is computed and limited on a per unit basis.

Very Low-Income Families: Families whose annual incomes do not exceed fifty percent (50%) of the median income for the area (adjusted for family size).

CHDO APPLICATION SUBMISSION INSTRUCTIONS

INSTRUCTIONS:

1. CHDO applications must be submitted in a three-ring binder. *(Do not submit applications that are bound with rubber bands or clips.)*
2. CHDO applications must be submitted in same order as the application format.
3. Submit *one (1) original and five (5) copies* of the printed CHDO application. Submit one (1) copy of the application on a CD or flash drive.
4. CHDO applications must be computer generated. *(Do not submit handwritten applications.)*

PLEASE SUBMIT CHDO APPLICATION IN THE FOLLOWING ORDER:

1. Evaluation Form FY 2012 – CHDO Application Ranking Criteria page.
2. CHDO Project Application
3. CHDO Applicant's Certification *(Please sign.)*
4. CHDO Application Checklist
5. Attachments

ATTACHMENTS (PLACE THE FOLLOWING ATTACHMENTS IN THE BACK OF THE APPLICATION.)

- | | |
|-----------------------------------|---|
| 1. Maps of project site | 11. Project Pro Forma: sources and uses, sales or operating budgets |
| 2. Pictures of project site | |
| 3. Survey of project site | 12. Property appraisal |
| 4. Tax records of property | 13. Firm commitments from other lenders |
| 5. Aerial maps | 14. Contractors list |
| 6. Site plan | 15. Proof of site control |
| 7. Market Needs Assessment Survey | 16. Development team list |
| 8. Proposed rents | 17. CHDO Capacity Assessment |
| 9. Waiting lists | 18. Pictures of adjoining properties (labeled) |
| 10. List of lenders | |

EVALUATION FORM

FY-2014 CHDO APPLICATION

CHDO Name: _____

CHDO Project Name: _____ Address: _____

CHDO Project Funding Request \$ _____ Developer Fee \$ _____

Ranking Criteria

Applicant Capacity and Track Record (I –VIII; Maximum Points – 30)

*Provide documentation identifying prior housing experience and success with other projects similar to the projects and time schedule. (5 points)

*Provide evidence of fiscal capacity to manage federal funds. (5 points)

*Provide evidence of organization's use of consultants and joint venture partners during previous year. (5 points)

*Provide evidence of neighborhood participation (i.e. letters of support from neighborhood associations and community groups). (5 points)

*Provide documentation identifying organization capacity to implement the project (i.e. staff positions, job descriptions and descriptions and resumes) (5 points)

*Early application submission by _____. (5 points)

Project Quality (IX – XIII; Maximum Points – 30)

*Provide evidence of proposed project activity meeting neighborhood needs supported by neighborhood need assessment, reports or market study. (10 points)

*Submit housing design meeting neighborhood streetscape. (Submit new construction preliminary housing design plan(s) with application). (10 points)

*Provide evidence of application addressing one or more priorities outlined in the three-year Consolidated. (10 points)

Project Leverage (XIV – XXII; Maximum Points – 20)

*Provide evidence of identified non-federal leverage dollars. (5 points)

*Provide evidence of secured project financing. (5 points)

*Identify how previous year program proceeds will be used towards organization progression for self-sufficiency. (5 points)

*Does the ratio for the number of units proposed in this application average the amount of funds requested. (3 points)

*Will any of the proposed housing units be LEED certified? (2 points)

Project Feasibility (XXIII – XXIV; Maximum Points – 20)

*Does application identify realistic funding request, and are budget/expenses reasonable. (5 points)

*Does application identify site control? Is ownership of property established? (5 points)

*Is proposed property in compliance with city and county zoning requirements? (5 points)

*Provide letter(s) of commitments from other funding sources. (5 points)

CRITERIA	POOR	FAIR	AVERAGE	GOOD	EXCELLENT
Applicant Capacity & Track Record	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Quality	1 - 6	7 - 12	13 - 18	19 - 25	26 - 30
Project Leverage	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
Project Feasibility	1 - 4	5 - 9	10 - 13	14 - 17	18 - 20
TOTAL POINTS					

THRESHOLD SCORE = 75

MAXIMUM SCORE = 100

City of Hattiesburg Department of Federal and State Programs CHDO APPLICATION FORM

All information requested in this document is mandatory and must be submitted with your CHDO application.

CHDO NAME AND PROJECT LOCATION

CHDO Name:		
CHDO Address:		
		Zip:
Contact Name	Title	
Contact e-mail	Phone	
Development Name:		
Development Address:		
		Zip:

CHDO QUALIFICATIONS

Legal Status:

Federal Identification Number: _____
 DUNS Number: _____
 Certified CHDO: _____
 City Council Ward: _____

Other Attachments:

Audit of Financial statements (most recent year): _____
 Quarterly Financial Statement: _____
 Secretary of State Documentation: _____
 Resolution endorsing Affirmative Marketing Policy: _____

Please answer the following questions	Yes	No
Do any unsatisfied judgments exist against the applicant/developer or any related party?		
Are there any homeowners or tenant complaint against the CHDO unresolved arising from the development of housing units assisted with federal HOME set-aside funds?		
<i>If "Yes" has been answered in any of the above questions, please attach a separate explanation.</i>		
Total number of single family projects developed to date:		
Total number of rental projects developed to date:		
Total number of multifamily projects developed to date:		
Total number of units:		
Type of units: (i.e. Family, Elderly, Special needs):		

APPLICATION TYPE

☐ Home Ownership

☐ Rental

Type of Units

Single Family

Multifamily

Eligible Uses of HOME funds:

Acquisition and/or rehabilitation of rental housing,

New construction of rental housing,

Acquisition and/or rehabilitation of homebuyer properties,

New construction of homeowner properties, direct financial assistance to purchasers of HOME assisted housing sponsored by a CHDO with HOME funds.

Ineligible:

Tenant Based Rental Assistance,

Homeowner rehabilitation,

Brokering or other real estate transaction.

CHDO ROLE (Must be completed)

☐ Owner

☐ Developer

☐ Sponsor (All contractual agreements must be submitted for approval.)

POPULATION INCOME SERVED (Must be completed)

☐ At least 20% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 50% or less of area median income as adjusted by family size and published annually by HUD.

☐ At least 40% of the rental residential units in this development will be rent-restricted and occupied by individuals whose income is 60% or less of area median income as adjusted by family size and published annually by HUD.

☐ Single family. Must serve individuals whose income is 80% or less of area median income.

SPONSORED ORGANIZATION DATA

Organizations being sponsored must sign the application as well.

☐	Sole Proprietor	☐	Non-Profit Corporation
☐	Limited Partnership	☐	Corporation
☐	General Partnership	☐	Limited Liability Corporation

Sponsor's address must be a valid mailing address. All development correspondence will be mailed to the ownership entity.

Address:		
City:	State:	Zip Code:
County:	Phone #	
Contact Person:	Fax #:	
Federal Tax ID#:	Principle purpose of organization:	

Name of general partner(s), managing LLC member(s), principals or contact person:

	Phone #:	% Ownership:
	Phone #:	% Ownership:
	Phone #:	% Ownership:

BOARD LISTING

Please list CHDO board members and home addresses. Indicate if they are residents of the neighborhood by placing an "R" by the Census Tract number.

Name	Address	Identify Resident Census Tract	Board Member Position

DEVELOPMENT TEAM INFORMATION

GENERAL PARTNER/MANAGING ORGANIZATION

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

GENERAL CONTRACTOR

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

DESIGN ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

SUPERVISORY ARCHITECT AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:

REAL ESTATE BROKERAGE FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Years of single family sales experience:		
Total number of units sold Low Income:		Total Units:

ATTORNEY AND FIRM

Name:		
Address:		
City:	State:	Zip:
Contact Person:	Phone #:	Fax #:
Does an identity of interest or business association exist between the Applicant, Applicant's Board, Developer, Developer's Board or Owner, Owner's Board and any other member of the development team? If members of the development team are related or associated in any way, please indicate the nature of the relationship. Examples of such overlapping interests or relationships include: family relationships; acting as a director, officer or owning stock in corporations; being partners (general or limited) or principals in a partnership; members in a limited liability company; or managing, advising or directing other corporate or business entities.		
If there is an identity of interest, please describe.		
Provide the names of those development team members which have been determined, including sponsoring organization, consultant, tax accountant, and any others involved in the development team.		

List any direct or indirect, financial or other interest a member of the above team may have with another member of the team for this development. List "none" if there are no identities of interest.

HUD 92.356 Conflict of Interest

- (a) *Applicability.* In the procurement of property and services by the participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
- (b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds and who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from any HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

Describe any conflict of interest and persons covered based on the information provided above

DEVELOPMENT TIMELINE

Activity Date of Scheduled Completion Date (month _____ year _____)

A.	Site Control:	
	Option	
	Site acquisition/Purchase	
B.	Financing:	
	Construction loan	
	Conditional commitment	
	Loan closing	
C.	Plans and Specifications	
	Preliminary drawings	
	Initial working drawings	
	Working drawings & specifications	
D.	Closing and Transfer of Property	
E.	Construction Starts	
F.	Completion of Construction	
G.	Marketing Period	
H.	First Building to be Placed in Service	
I.	Last Building to be Placed in Service	

SITE INFORMATION (Must be completed)

Property Address _____ (Submit separate sheet for each parcel of land)

Does the organization have site control of the property?

☐

Yes

☐

No

If yes, site control is in the form of:

☐

Deed

☐

Option

☐

Purchase contract

☐

Other:

Expiration date of contract or option: (month, date & year)

Site Control documentation must include map and a complete legal description of the property.

Total Cost of land: \$ _____

Exact area of site: _____

Seller:		
Address:		
City:	State:	Zip Code:

Present zoning classification: _____

Is a conditional use permit required? _____

When is approval for it expected? _____

Was property acquired with HOME or CDBG funds? ☐ Yes ☐ No

(If yes, include contract number and funding year) _____

Are all utilities presently available to the site? ☐ Yes ☐ No

Site currently used for:	
Prior site uses:	

ADJOINING LAND USES

Describe adjoining land uses:	
North	
South	
East	
West	

DEVELOPMENT INFORMATION

Total number of units to be developed under this proposal:	Number of Substantial Rehab units:
Number of New Construction units:	Number of Minor Rehab units: (less than \$25,000.00)

Type of units:

☐ Single Family	☐ Rental:
☐ Townhouse	☐ Other:

Targeting of units:	Number of Units:
☐ Very Income (30% AMI)	_____
☐ Low Income (50% AMI)	_____
☐ Moderate Income (80% AMI)	_____
☐ Homeless individuals or homeless families	_____
☐ Elderly (62 or older)	_____
☐ Large Family (4 or more bedrooms)	_____
☐ Physically & Mentally disabled	_____

NOTE: Do not double count units when targeting special populations.

Type of building:	Type of construction:
Electrical Service: overhead or underground	Public Water/Sewer Yes/No

	Unit square footage	Number of bedrooms	Number of baths	Covered porch area
For single family				
For rental				
Parking space:				
Type of parking spaces:	Garages:	One car carport:	Two car carport:	
Total handicapped parking space:	Total designated parking spaces per unit:		Total guest spaces per unit:	

Type of Floor Area:	Square Feet:
Heated floor area:	
Non-heated floor area:	
Total floor area:	

ENERGY AND AMENITIES INFORMATION

Energy Equipment System & Fuel Type (forced air, gas, hot water, etc.)

Heating:	
Air Conditioner:	
Domestic hot water:	

Unit Amenities Included with Low-Income Units

☐ Play Area	☐ LEED	☐ Other:
☐ Security Systems	☐ Other:	

Unit Amenities (Check all that apply)					
☐	Range/oven	☐	Hood Fan	☐	Disposal
☐	Washer & dryer	☐	Laundry hookup only	☐	Dishwasher
☐	Microwave	☐	Refrigerator	☐	Patio/Balcony
☐	Blinds/Shades	☐	Drapes	☐	Cable TV Hookup
☐	Sheet Vinyl Flooring	☐	Ceramic Tile	☐	Carpet
☐	HVAC	☐	Sleeve and A/C unit	☐	Laundry room
☐	Trash Compactor	☐	Ceiling fans	☐	Other

ENVIRONMENTAL ASSESSMENT

GENERAL INFORMATION

Is any part of the site within or near (within 1/4 mile) the following: <i>(If "Yes", please provide written explanation)</i>			
	Yes	No	Unknown
Environmental Corridor <i>(Check with County or Regional Plan Commission)</i>			
100-year Flood Plan			
Designated Wetland			
Prior Land Fill/Dump Site			
Known Point of Archaeological Interest			
Industrial Area			
Railway Corridor			
Airport Traffic Zone			
Attach listings of other possible pollutants or nuisances (unusual odors, noises, storage tanks, etc.)			

ENVIRONMENTAL RISKS

This section is intended to summarize information regarding conditions at the property or building which may present environmental risks or potential hazards. For each potential hazard or condition listed in the left column please indicate your knowledge or information of its current or historic presence by checking one of the three columns on the right portion on the page.

1. If you know of or suspect the evidence or the presence of a potential hazard or condition, please place a check in the **YES** column.
2. If you are neither aware of nor suspect any evidence of a potential hazard or condition, please place a check in the **NO** column.
3. If you are unsure of the presence of a potential hazard or condition, please place a check in the **UNKNOWN** column.

REAL ESTATE TAXES, ASSESSMENTS, AND OTHER FEES/CHARGES

Year of most recent property assessment:	
--	--

Equalization Rate:	Land:	Improvements:	Total:
Provide copies of property taxes for three preceding years.			
If a nonprofit, has the taxing authority agreed to exempt the project from real estate taxes or to offer a payment in lieu of taxes?			
Any special assessments, levied or pending? Describe nature, duration and amount:			
Sewer Access Charge	\$	Street Extension	\$
Water Access Charge	\$	Impact Fees	\$
Park Dedication Fee	\$	Other (specify)	\$
What, if any, off-site public improvements are required? None () Specify:			
Describe cost and funding plan for construction of these off-site improvements:			

LINKAGES AND SERVICES

NAME AND DISTANCE TO NEAREST:

	Name	Distance
Grocery Store		
Convenience Store		
Place of Worship		
Hospital		
Post Office		
Banks		
Shopping Center		
Day Care Center		
Elementary School		
Middle School		
High School		
Senior Citizen Center		
Bus Stop		
Special Transit Services		

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS (Check appropriate box)	Yes	No	Unknown
Has a Hazardous or Toxic Substance discharge occurred at the property?			
Are any Hazardous or Toxic Substances stored at the property?			

Are Underground Storage Tanks* present at the property?			
Are Aboveground Storage Tanks* present at the property?			
Are there Pipeline Discharges at or from the property?			
Surface Contamination, Stained soils/Pavement, Stressed Vegetation present?			
Suspicious Containers or Drums present at the property.			
Empty paint cans present?			
PCB's (Polychlorinated Biphenyls).			
Electrical Transformers, Capacitors or Fluorescent Light Ballast present.			
Are there Old White Goods? (i.e., refrigeration equipment) present?			
Have VOCs (Volatile Organic Compounds) been detected or reported at the property?			
Are any Waste Disposal Areas present on the property?			
Any evidence of Pesticides?			
Are any Scrap Metal Piles on the property?			
Potable or monitoring Wells?			
Septic Systems?			
Holding Tanks.			
Any Hazardous Thermal Insulating Materials (Area Formaldehyde) present.			
Asbestos Containing Materials (ACM)?			

PRESENCE OF POTENTIAL HAZARDS OR CONDITIONS CONTINUED (Check appropriate box)	Yes	No	Unknown
Lead Piping in Domestic Water System?			
Lead-based Paint (Lead Concentrations)?			
Building Code Violations?			
Structural Deficiencies?			
Termites, Pests, Rodents?			

Please furnish any additional information known to you that relates to the presence of conditions or materials at the property, which may pose a threat to human health, safety or the environment.

The following items will be required after feasibility analysis and must be submitted as requested during the loan approval process. Please provide if currently available.

☐ Phase I Environmental Audit.

CHDO PROJECT APPLICATION CHECKLIST

MANDATORY ITEMS TO BE REVIEWED

Please follow and use this checklist in submitting your application. Your application will be considered incomplete if any of the following items are missing. Further review will not resume until missing items are received.

CHDO PROJECT APPLICATION

Check if Included

Exhibit number

☐	Project Application (1 original, 5 copies, and 1 copy on CD or flash drive)	
☐	Applicant Certification Page with Signatures	
☐	CHDO Application	
☐	Organizational Documents (i.e. Charter/Articles of Incorporation and Bylaws)	
☐	IRS Tax – Exempt Certification	
☐	State Certification	
☐	Current Signature Board Listing	
☐	Nonprofit Corporation Tax Return (990 form)	
☐	CHDO Capacity Assessment Report and exhibits	
☐	Market Needs Assessment/Study	
☐	Affirmative Fair Housing Marketing Plan	
☐	Conceptual drawings. If available, provide elevation	
☐	Maps of project site	
☐	Pictures of project site	
☐	Survey of project site	
☐	Tax records of property	
☐	Aerial maps	
☐	Site plan	
☐	Demographic data of area	
☐	Proposed rents, if rental project	
☐	Waiting list, if available	
☐	List of lenders, if available	
☐	Project sources and uses	
☐	Project pro forma	
☐	Property appraisal	
☐	Firm commitments from other lenders	
☐	Contractors list	
☐	Proof of site control	
☐	Development team list	

ALL CHDO APPLICATIONS

Must be completed in its entirety and submitted to:

City of Hattiesburg Department of Federal and State Programs

MAILING ADDRESS:

City of Hattiesburg
Department of Federal & State Programs
P.O. Box 1898
Hattiesburg, MS 39403-1898

PHYSICAL ADDRESS:

City Hall
200 Forrest St.
Hattiesburg, MS 39401

If you have questions about this application, contact:

Andrew Ellard

City of Hattiesburg
Federal & State Programs
200 Forrest Street
Hattiesburg, MS 39401

AELLARD@HattiesburgMS.com
601.545.4558 (office)
601.545.4592 (fax)

CHDO APPLICANT'S CERTIFICATION

The Undersigned hereby acknowledges and certifies to the City of Hattiesburg Department of Federal and State Programs (the "City"), individually and on behalf of the CHDO (the "Applicant") as part of this application for HOME CHDO set-aside funds in the amount of \$_____ for the development of _____ housing unit(s).

The CHDO certifies the following:

1. The information contained in the Application, including all statements and certifications attached hereto, is true and correct and has been prepared with due diligence. The Applicant has an affirmative duty to notify the City about any changes to the information contained in the Application or to the CHDO organization. The Applicant knows of no facts or circumstances that would threaten or adversely affect the Development and cause the information in the Application to be incorrect or misleading. The City or its agents may make verification of information contained in the Application at any time.
2. The Applicant agrees to indemnify and hold harmless the City, its members, officers, employees and agents, from and against, any and all claims, suits, damages, costs and expenses arising out of the City's review of and decisions with regard to the Application. City analysis and review of the Application and related documentation is for its own purposes. A commitment does not exist until the City has approved project-specific agreement and the Applicant has accepted such agreement.
3. Misleading information or misrepresentation contained in the Application may result in the termination of the underwriting/approval process, a revocation of approval and/or prohibition from participation in City programs.
4. The Contract Documents when entered into by the City and the Applicant shall supersede all discussions, negotiations and agreements about the Application.
5. The execution and delivery of the Application and this document is duly authorized and binding on the Applicant.

Date: _____

Name of CHDO Organization

Signature of Executive Director

Signature of Board Chairman

CHDO Capacity Assessment

Organization:	
Address:	Funding year:
Contact Person:	Title:
Phone:	Email address:

Please answer the following questions to the best of your ability. Do not leave any question blank. If not applicable or information not available, please state so in the applicable section. The information provided in this document will be used to determine if your organization has the capacity to develop the proposed project. Your organization is required to attach all documents requested as exhibits, if applicable.

1. Staff classification and documentation - To be counted as staff, the person must be employed by the CHDO, and documentation is needed.
 - a. Provide a list of all full time or part time employees. Exhibit 1-Attach resumes in addition to a payroll report or a W-4 or a W-2.

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- b. Provide a list of contracted staff. Exhibit 2-Provide a copy of the contract for employment and a W-9 and 1099 issued at end of year for contracted staff.

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2. Relevant development experience – Document the basis for answers to the applicable project type.

- a. Homeownership development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and sale of homebuyer housing. Previous experience purely in counseling, marketing, or financing activities is not sufficient to be considered development experience. Exhibit 3-List properties developed by address, date project completed, total development cost, date sold to a buyer, and sales price.

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- b. Rental development

Describe how staff persons have been involved in the acquisition, rehabilitation/construction and/or ownership/operation of rental housing? Exhibit 4-List projects by location, number of units, total project cost, date of project completion.

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Developer Capacity & Fiscal Soundness

3. Past and current performance

- a. Has the CHDO performed adequately in the past in HOME, CHDO, and/or other real estate development activities? Exhibit 6-Provide monitoring letters for past projects.

- b. Is the CHDO currently in good standing on all its development and administrative activities? Does it show the capacity to take on this additional activity and continue to manage everything that it has ongoing? Exhibit 7-Attach letters from funders that the organization is on good standing.

4. Capacity – CHDO Organization

- a. Organizational structure – Can the current corporation structure support housing development activities, or is there a need for a subsidiary or other organizational structure for future development? Are there operations or activities that need to be organizationally separate from housing development activities and portfolios? Exhibit 8-Attach an organizational chart.

- b. Management structure/practices – Does the current management have the ability to manage additional development activities? Are the corporate lines of authority for development activities clear? Are policies & procedures in place governing development activities? Exhibit 9- Attach policies and procedures governing the program.

- c. Pipeline/portfolio – What does the CHDO have as its current project pipeline and program responsibilities? How will it handle the additional project proposed? If the organization pursues housing development, what other activities are likely to suffer or not be able to be pursued due to the effort required for development activities? Does the portfolio of projects/properties evidence competent management and oversight? Do the properties have adequate funding? Exhibit 10-Provide a list of projects in the pipeline, funding sources, total development cost, units proposed, type of units and estimated completion date.

- d. Staff capacity – Does the identified staff have the time to direct toward management of the proposed project? How strong is staff in the following areas: Legal/financial aspects of housing development? Management of real estate development? Oversight of design & construction management? Marketing & intake? Property management (if applicable)? Is staff encouraged to obtain training and develop new skills? What is their potential for learning skills that they currently do not have? Describe what training and technical assistance opportunities have been provided to staff.

- e. Board expertise/skills – Do board members have professional skills directly relevant to housing development (e.g., real estate, legal, architecture, finance, management)? Has the board demonstrated the ability to make timely decisions? Is there a good relationship between board and staff? Does the board have a committee structure or other means of overseeing planning and development? Has there been stability/continuity of board members over the last several years? Exhibit 11-Provide a list of board members, their resumes, and their tenures.

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- f. Does the organization have project specific capacity for marketing & sale of homebuyer units or operation of rental units – If a homebuyer project, does the CHDO have experience and capacity to market the units and counsel and qualify homebuyers? If a rental project, does the CHDO have experience and capacity to oversee the marketing, management and ownership of the project? Exhibit 12-Provide a marketing plan for the project.

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5. Development Team Capacity

- a. Development team roles – Describe how all of the key development team roles are filled with qualified individuals or firms? Exhibit 13-Attach a resume for development team members showing their qualifications.

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- b. Partner/consultant – Does the CHDO have a partner or a consultant to supplement its skills and help it to ensure success, while still maintaining development control? Exhibit 14-Attach a resume for each partner, consultant.

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- c. Prior experience – Do team members have prior experience directly relevant to the proposed project? Provide a narrative describing the experience of team members.

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- d. Experience working together – Describe how team members have worked together before or demonstrated the ability to work effectively as a team?

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6. Fiscal Soundness

- a. Financial management – Provide evidence that the CHDO meets the 84.21 standards. Does the CHDO do annual budgeting of its operations and all activities or programs? Does the CHDO track and report budget v. actual income and expenses? Does the CHDO have adequate internal controls to ensure separation of duties and safeguarding of corporate assets? Is there sufficient oversight of all financial activities? Is financial reporting regular, current, and sufficient for the board to forecast and monitor the financial status of the corporation? Exhibit 15-Provide a board resolution that the organization meets the financial standards of 24 CFR 84.21.

- b. Financial stability – To what extent does the organization have a diversified and stable funding base for operations? How regularly does it experience cash flow problems?

- c. Liquidity – Does CHDO management know its current cash position and maintain controls over expenditures? Does the current balance sheet and budget indicate sufficient funds to support essential operations? Does it have funds available for pre-development expenses and capital advances required for development?

- d. Audit – Provide a copy of CHDO's annual audit and letters/statements regarding audit resolutions. Exhibit-16. Is the most recent audit current? Were there management or compliance findings in the last two years? Are findings resolved?

- e. Portfolio & corporate liabilities – If the CHDO has a portfolio of properties are they in stable physical and financial condition or are they a drain on corporate resources? Are there assets at risk of default? Does the CHDO collect adequate revenues and management fees from the properties? Does the CHDO maintain adequate insurance – liability, fidelity bond, workers comp, property hazard, & project? Exhibit 17-Provide a list of portfolio properties and proof of insurance or insurability.

7. Other Factors

- a. Community relations – How strong are the current reputation of the corporation and the relationship with the community? To what extent does NIMBY opposition exist to low income housing in the service area? To what extent do channels exist for the CHDO to negotiate with the community and potential opponents? Exhibit 18-Provide letters of support from local organizations.

- b. Local government relations – How strong is the CHDO's relationship with the local government? How strongly does local government support its housing activities?

- c. Lender relations – Does the CHDO have good working relationships with lenders, especially those who might participate in the proposed project. Exhibit 19-Provide letters of support for the project lenders.

- d. Provide any other information that would be helpful in determining the capacity of the organization.

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Market Needs Assessment

Organization:	Project Name:
Organization Address:	Funding year:
Contact Person:	Title:
Phone:	Email address:
Project address:	City, state, zip:

Please answer the following questions related to the project to the best of your ability. Do not leave any question blank. If not applicable or information is not available, please state so in the applicable section. The information provided in this document will be used by the City to assess the market need for the project.

Project:

Provide a site analysis including area and exposure, lot size, zoning, current use, history, drainage, flood hazard, soil conditions, utility and services, easement and encroachments, hazardous or toxic material, surrounding land uses, current improvement on site.

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Describe the project location, type of project proposed, improvements, proposed unit type and mix, construction quality, size and dimensions, construction detail, unit features, recreational facilities, parking facilities, general layout and efficiency and site improvements.

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Area:

Provide demographics including population, households, average household size, median household income, average household income, employment/unemployment, residential housing activity, transportation and commercial development.

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General market trends:

If this is a rental project list the current vacancy rate for the census tract and source of data.

Census tract	Rental vacancy rate in zip code	Average rent for proposed unit size in zip code	Total units available for rent in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional rental units

For homeownership projects

Census tract	Total properties for sale in zip code	Average sales price in zip code	Source of data

Provide a narrative describing the current general market trends that support the development of the additional homeownership housing units.

Neighborhood market:

Provide a narrative of the immediate project area market conditions and positive conditions that support development of the units at the proposed pricing.

Community conditions:

Describe the immediate physical/social conditions that support the development of housing.

Target population pool:

Discuss whether a sufficient pool of target households exists in the primary geographic market area to support the project; or sufficient primary data (waiting lists or client lists) is presented to support timely occupancy of the development upon completion.

Affordability:

Discuss the current market prices and if they are affordable to a reasonable range of incomes (therange=minimumincome required to afford: maximum eligibility income).

Needs:

Discuss the project design (unit types, sizes, amenities, services) and how it reflects the apparent needs and desires of the target population.

Site:

Examine the subject site, surrounding development patterns, demographics and other relevant factors that influence the development potential.

Supply:

Identify and evaluate the relevant competitive supply of affordable housing in the area.

Competitiveness:

Discuss the project price, location condition and amenities and how they are reasonably attractive in comparison to other housing choices available to low-income areas for households.

Appraisal:

Discuss how the acquisition costs are supported by appraisal or by evidence of market value and whether it is reasonable given site remediation and prep costs.

Summary:

Provide a summary based on an overall analysis of the project that provides the supporting evidence of the need for this project.

REQUEST FOR PROPOSALS/APPLICATION COMMUNITY DEVELOPMENT HOUSING ORGANIZATION

The City of Hattiesburg, Mississippi is accepting proposals/applications for affordable housing activities that qualify for the use of Community Housing Development Organization (CHDO) set-aside funding under the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and the City's local CHDO Policies. Eligible applicant/organizations must demonstrate eligibility to be certified as a CHDO in the City of Hattiesburg.

Eligible development activities include the new construction of housing to be rented or sold to low- to moderate-income households, the acquisition and/or rehabilitation of housing to be rented or sold to low- to moderate-income households, and the provision of downpayment/closing cost assistance when done in coordination with the other eligible development activities.

Each proposal shall be delivered to the Office of the City Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552 on or before 10 a.m. March 27, 2014.

Each PROPOSAL must be received in a sealed envelope or box which is marked in the lower left-hand corner with the words "CHDO Request for Proposals", which is the name of the item, and "March 27, 2014", which is the date proposals will be opened.

The proposals must include one (1) original CHDO Application Packet in a three-ring binder, five (5) copies in three-ring binders, and one (1) digital copy on either a CD-ROM or flash drive.

Proposals that fail to include all of the information listed in the proposal packet will not be considered.

Digital copies of the City of Hattiesburg's CHDO Proposal/Application Packet are available upon request between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday at the Office of the Clerk, City Hall, Second Floor, 200 Forrest Street, Hattiesburg, MS 39401.

Questions related to this announcement should be forwarded to Andrew Ellard, Federal and State Programs, City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Department of Federal and State Programs, 200 Forrest Street, 601-554-1006.

PUBLISHED by Order of the Council on this, the 4th day of March 2014.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor

PUBLISH in the Non-Legal Section: Friday, March 7, 2014